

Directorate of Industries (DoI)

Request for Proposal for Selection of Knowledge Partner for Investment Promotion and Investor Facilitation Support to the Government of Himachal Pradesh for Himachal Pradesh Investors Summit

December 2018



Directorate of Industries (DoI)
Government of Himachal Pradesh
Udyog Bhawan, Bemloe, Shimla

**NOTICE INVITING TENDER FOR
Request for Proposal for Selection of Knowledge Partner for Investment
Promotion and Investor Facilitation Support to Government of Himachal
Pradesh**

The Directorate of Industries (DoI), Government of Himachal Pradesh invites technical and financial proposals from reputed management consultancy firms of national and international repute for supporting the State of Himachal Pradesh in investment promotion and investor facilitation support.

This RFP document is being prepared to provide details about scope of work, expectations from consultant, bidding procedure and can be downloaded from the website <http://emerginghimachal.hp.gov.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 Rs.5,000/- is to be submitted vide crossed demand draft on any Nationalized bank/ Scheduled Bank in favor of **the Directorate of Industries (DoI), payable at Shimla.**

Issued by

The Director
Directorate of Industries
Udyog Bhawan, Bemloe
Shimla, Himachal Pradesh, India 171001

Disclaimer

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidder(s) by the Directorate of Industries (DoI), the Government of Himachal Pradesh hereinafter referred to as Department, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

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

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

Department, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

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

1 Fact Sheet

| Sr. No. | Particulars | Details |
|---------|--------------------------------------|---|
| 1. | Tender Availability | 13 th Dec 2018 |
| 2. | Last date for receiving queries | 19 th Dec 2018 via email |
| 3. | Response to queries | 22 nd Dec 2018 |
| 4. | Proposal Due Date | 3 rd Jan 2019 upto 4.00 PM |
| 5. | Technical Proposal Opening | 3 rd Jan 2019 upto 4.30PM |
| 6. | Technical Presentation | 5 th Jan 2019 11AM Onwards |
| 7. | Financial Bid Opening | 7 th Jan 2019 03.00PM |
| 8. | Letter of Award | As on date |
| 9. | Agreement signing | within 7 days of Letter of Award |
| 10. | Project Start Date | within 15 days of date of signing Agreement |
| 11. | Cost of Tender (Demand Draft) | INR 5000 (Rupees Five Thousand Only) |
| 12. | Earnest Money Deposit (Demand Draft) | INR 3,00,000 (Rupees Three Lakhs Only) |
| 13. | Performance Bank Guarantee | 05% of the Total Consultancy Fees of the selected bidder |
| 14. | Website for Tender Documents | http://emerginghimachal.hp.gov.in |
| 15. | Method of Selection | QCBS 70:30 |
| 16. | Contact Details | The Director Directorate of Industries, Government of Himachal Pradesh, Udyog Bhawan, Bemloe, Shimla Himachal Pradesh 171001 Phone: 0177-2813414 Fax: 0177-2650657 Email: dirindus-hp@nic.in |

Note:

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

2 Background Information

2.1 Background

After Independence, 30 princely states of the area were united and Himachal Pradesh was formed on 15th April, 1948. With the recognition of Punjab on 1st November, 1966, certain areas belonging to it were also included in Himachal Pradesh. On 25th January, 1971, Himachal Pradesh was made a full-fledged State. Himachal Pradesh is a state in the northern part of India. Situated in the Western Himalayas, it is bordered by states of Jammu and Kashmir on the north, Punjab on the west, Haryana on the southwest, Uttarakhand on the southeast, and Tibet on the east. At its southernmost point, it also touches the state of Uttar Pradesh.

The State is rich in natural resources especially water and forests with many glaciers, rivers, dense forests and snow-clad mountain peaks. Besides, the State is also gifted with almost all major climatic zones, good rainfall, good rail and road communication, technical educational facilities, research laboratories, management institutes, etc.

With a view to inculcate rapid growth in industrial sector, such industries which aim to utilize natural resources available in Himachal Pradesh and which can generate employment for local inhabitants are being classified as thrust area. The state has identified focus areas, viz. Food Processing, Horticulture, Herbal & Aromatic, Tourism & Hospitality, Wellness & AYUSH, Pharmaceuticals, Automobiles, Sericulture & Natural Fibres, IT, Renewable Energy, Biotechnology, Film Shooting, for expediting industrial development in the state.

2.2 Project Objectives and Expectations

Directorate of Industries, Himachal Pradesh in its efforts to promote industrial activity in the State and establish Himachal Pradesh as one of the prime investment destinations, has concrete plans to create awareness among existing and prospective entrepreneurs about the current incentives and facilities being offered by Government of Himachal Pradesh for facilitating Investment.

In this backdrop, the state has plans to participate in and organize events, conferences, seminars, road shows, business development meets, G2B meets and Global Investors Meet. In addition, the department wants to exploit the investment potential created through recent single window clearance and ease of Doing Business initiatives of State Government into actual investment in the state and management of the existing and proposed projects.

3 Eligibility Criteria

3.1.1 Eligibility requirements for the Consultant

The bidder must possess the prior experience of executing similar assignments and technical know-how and the financial wherewithal that would be required to successfully provide the services for “Selection of Knowledge Partner for Investment Promotion and Investor Facilitation Support to Government of Himachal Pradesh” and related/ support services sought by the Directorate of Industries (Dol), Government of Himachal Pradesh 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 |
|--|---|---|
| Legal Entity | The bidder should be a single Business Entity. (Any kind of consortium is not allowed). For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act 1956, 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 | Certificates of Registration/ Incorporation |
| Financial Capacity | The bidder should have minimum average annual turnover of INR 100 crore (One Hundred) from Indian operations in business consulting/ advisory services in previous three financial years (FY 2015-16, 2016-17 and 2017-18) | Certificate from statutory auditor /audited financial statements for the three previous financial years.) |
| Turnover from Government Consulting Services | 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 (Financial Year 2015-16, 2016-17 and 2017-18). | Certificate from statutory auditor |
| Bidder Experience | Experience of conducting at least two Global Investment Summits in India in last 3 years as Lead Consultant/ Knowledge Partner involving Investment Promotion Program for a State Government | Letter of Award and Completion Certificate |
| Blacklisting | The Bidder should not have been blacklisted/ banned/ debarred/ under investigation by any State Government or | Self-certification. False certification and/ or |

| | | |
|--|--|---|
| | Central Government entity / Public Sector Unit in the last 5 years | nondisclosure will lead to forfeiture of the Earnest Money Deposit (EMD) and disqualification from the evaluation process and blacklisting by the State of Himachal Pradesh |
| Employee Strength | Minimum 500 employees in consulting division in India | Self-certification letter |
| India Presence | Should have offices in a minimum of 8 Cities in India. | Self-certification letter with office locations clearly specified |
| Global Presence | Minimum 10 offices outside of India | Copy of annual report or similar report showing the location of the offices |
| Consortia/Tie Ups/ Joint Ventures / Subcontracting of any kind | Not permitted | Would lead to automatic disqualification. |

4 Instruction to the Bidders

4.1 General Conditions of Contract

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

4.2 Definitions

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

- a. "Bidder" means firm/ company who submits proposal in response to this Request for Proposal document.
- b. "Consultant" means the firm/ company, selected through competitive tendering in pursuance of this RFP, for providing the consultancy services under the contract.
- c. "Contract" means the Contract entered into by the parties for providing consultancy services along with the entire documentation specified in the RFP.
- d. "Personnel" means professional and support staff provided by the Consultant to perform services to execute an assignment and any part thereof.
- e. "Proposal" means proposal submitted by bidders in response to the RFP issued by the Department for selection of Knowledge Partner.
- f. "Services" means the work to be performed by the Consultant pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Department.
- g. Resources deployed by Consultant may be maximum of 20 (Twenty) leaves per year on pro-rata basis, however prior approval of the Department shall be required before availing the leave(s).

4.3 Compliant Tenders/ Completeness of Response

- a. Bidders are advised to study all instructions, forms, terms,

requirements and other Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

- b. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order asset out in this RFP.
 - iii. Include all supporting documentations specified in this RFP.

4.4 Bidders Queries & Clarifications

4.4.1 Bidders Queries

- a. Bidder can submit their queries/ seek clarification by e-mail as per the details mentioned Fact Sheet of this document.
- b. The Bidders will have to ensure that their queries should reach to the Department by email (Word File Only) on or before last date for sending pre-bid queries mentioned in Fact Summary.
- 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. The Department shall not be responsible for ensuring that the bidder’s queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Department.
- e. The purpose of query clarification is to provide the bidders with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, the Department reserves the right to hold or re-schedule the Pre-Bid meeting.

4.4.2 Responses to Bidders Queries and Issue of Corrigendum

- a. The Department will endeavor to provide timely response to the queries. However, the Department makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the Department undertake to answer all the queries that have been posed by the bidders.

- b. At any time prior to the last date for receipt of bids, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be uploaded on the Department website <http://emerginghimachal.hp.gov.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, the Department may, at its discretion, extend the last date for the receipt of Proposals.

4.5 Key Requirements of the Bid

4.5.1 Right to terminate the process

- a. The Department may terminate the RFP process at any time and without assigning any reason. The department 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 Department. The bidders' participation in this process may result Department selecting the bidder to engage towards execution of the contract.

4.5.2 RFP Document Fees

- a. RFP document can be downloaded from the website <http://emerginghimachal.hp.gov.in> , bank demand draft of INR 5,000/- drawn in favor of the Directorate of Industries (DoI), payable at Shimla from any nationalized bank/scheduled bank shall be attached with the Proposal.
- b. The demand draft of RFP document fees should be submitted along with Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

4.5.3 Earnest Money Deposit

- a. Bidders shall submit, along with their Bids, Earnest Money Deposit (EMD) of Rs. 3,00,000/- (Rupees Three Lakhs Only), in the form of a Demand Draft OR short term/fixed deposit receipt pledged in favour of Director of Industries, Bank Guarantee (in the format specified in Annexure IV) issued by any nationalized in favor of the Directorate of Industries (DoI) at Shimla and should be valid for 180 Days from the due date of the tender / RFP.
- b. EMD of all unsuccessful bidders would be refunded by the Department within 60 Days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix IV.

- c. EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
 - i. If a bidder withdraws its bid during the period of bid validity.
 - ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

4.5.4 Submission of Responses

- a. Technical Cover (containing)
 - i. EMD, Power of Attorney and Bid Document Fees (in a separate sealed envelope)(Annexure-I)
 - ii. Cover letter and Eligibility Criteria mentioned in Section 3 (in a separate sealed envelope)
 - iii. Technical Proposal for Evaluation (in a separate sealed envelope)
- b. Financial Proposal (containing)
 - i. Financial proposal should be submitted in a separate sealed envelope clearly marked as “Financial Proposal” (Annexure-III).

4.5.5 Authentication of Bids

A Proposal should be accompanied by a Power-Of-Attorney/ authorization letter in the name of the signatory of the Proposal as per Annexure –II mentioned in this RFP.

4.6 Preparation and Submission of Proposal

4.6.1 Proposal Preparation Costs

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

4.6.2 Language

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

4.6.3 Late Bids

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

4.7 Evaluation Process

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

4.7.1 Tender Opening

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

4.7.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

4.7.3 Tender Evaluation

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

4.8 Modification and withdrawal of Bids

- a. The Bidder is allowed to modify or withdraw its submitted proposal any time prior to the last date prescribed for receipt of bids, by giving a written notice to the Department.
- b. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.
- c. The Bidders cannot withdraw the proposal in the interval between the last date for receipt of bids and the expiry of the proposal validity period specified in the Proposal. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

4.9 Proposal Forms

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

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

4.10 Local Conditions

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

4.11 Contacting the Department

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 the Department officers after office hours and/or outside Department office premises, from the time of the proposal opening till the time the Contract is awarded.

4.12 Eligibility Criteria

The bidder shall meet the criteria for eligibility mentioned in the Tender document. The bidder must have registration certificate, registration under Labour Laws Contract Act, valid sales tax registration certificate and valid service tax/ GST registration certificate, whichever is applicable, for this Consulting Tender. Any kind of consortium will not be permitted.

4.13 Tentative Schedule of Events

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

4.14 Opening of Proposal

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

- a. Technical Cover
- b. Financial Cover

4.15 Deciding Award of Contract

- a. The Department reserves the right to ask for a technical elaboration/ clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening the Financial Proposal. The Bidder shall furnish the required information to the Department and its appointed representative on the date asked for, at no cost to the Department. The Department may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.
- b. The bidder's name, the Proposal Price, the total amount of each proposal and other such details as the Tendering Authority may consider appropriate, will be announced and recorded by the Department at the opening of Financial Bid.
- c. After acceptance of LoA Performance Security @5% of the total consultancy fees shall be deposited as specified in this document for

signing an Agreement with Department.

- d. Special Condition for Awarding the Agreement:
 - i. The Department will sign the Agreement with Successful Bidder for a period as mentioned in 'Duration of Contract' in the bid document.
 - ii. The Department may extend the Agreement for a time period beyond what has been specified in 'Duration of Contract' in the document.
 - iii. The Department will also have the right to provide extension/ increase in the scope of work as per the mutually agreed terms and conditions between both the parties.
 - iv. The Department will have the right to ask for additional Team members beyond what has been specified in this RFP at fee mentioned in the financial proposal against respective/ similar qualification and experience criteria.

4.16 Confidentiality

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

agents.

- d. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e. The obligations of confidentiality under this section shall survive rejection of the contract.

4.17 Publicity

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

4.18 Execution of the Agreement

After acknowledgement of the Letter of Award (LoA) by the selected bidder, a performance security of 5% of contract value has to deposited in the form of Bank Guarantee of any scheduled/ nationalized for a period of 14 months (two months more than Duration of Contract) and shall sign the Agreement with in Twenty one days from the issue of LoA. Agreement is extendable for a period of two more years at an additional cost of 10% at the discretion and satisfactory performance of consultant by the Department.

4.18.1 Performance Guarantee

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

4.19 Duration of Contract

The Contract shall initially valid for a period of 12 Months from the date of signing of Agreement. The Department may extend the Agreement for another 12 Months period with an incremental rate of 10% to the financial proposal.

4.20 Terms and Conditions: Applicable Post Award of Contract

4.20.1 Termination Clause

- a. The Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part (provided a cure period of not less than 30 days is given to the selected bidder to rectify the breach):
- b. If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by Department; or

- c. If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- d. If the selected bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- e. If the selected bidder commits breach of any condition of the contract
- f. If Department terminates the contract in whole or in part, amount of Performance Guarantee shall be forfeited only if termination is due to Consultant default.

4.20.1.1 Termination for Default

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

4.20.1.2 Termination for Insolvency

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

4.20.1.3 Termination for Convenience

- a. The Department, by a written notice of at least 30 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for Department's convenience, the extent to which performance of the selected bidder under the Contract is terminated,

and the date upon which such termination becomes effective.

- b. In such case, the Department will pay for all the pending invoices as well as the work done till that date by the Consultant and would pay for 30 days period.
- c. 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.
- d. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

4.20.1.4 Termination by Department

- a. The Department may, by not less than 30 days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - i. The 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 the Department 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 the Department a statement which has a material effect on the rights, obligations or interests of the DEPARTMENT and which the Technical Consultant knows to be false;
- b. Any document, information, data or statement submitted by the 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 the Department 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 the Department would like to terminate the contract for reasons attributable related to the Consultant performance, the government will

give a rectification notice for 3 months to consultant in writing with specific observations and instructions.

4.20.1.5 Termination by Consultant

- a. The Consultant may, by not less than 30 days written notice to the Department, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - i. The Department is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the Department of the Technical Consultant's notice specifying such breach;
 - ii. If there are more than 2 un-paid invoices and the Department fails to remedy the same within 45 days of the submission of the last un-paid invoice;
 - iii. 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
 - iv. The Department fails to comply with any final decision reached as a result of arbitration.
- b. Upon termination of this Agreement all pending payments due till the date of the termination of the contract will be made by Department to the Consultant within 30 days of the contract termination.

4.20.1.6 Consequences of Termination

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], the Department shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Consultant 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 Consultant to take over the obligations of the erstwhile Consultant in relation to the execution/continued execution of the scope of the Contract.
- b. Nothing herein shall restrict the right of the Department to invoke the Department Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Department under law or otherwise.
- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract

that are expressly or by implication intended to come into or continue in force on or after such termination.

4.20.2 Liquidated Damages

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

4.20.3 Dispute Resolution Mechanism

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

- The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- Matter will be referred for negotiation between Officer nominated by the Department 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 Shimla and conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint

as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

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

4.20.4 Governing Laws

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

4.20.5 Jurisdiction of Courts

All disputes relating to this contract shall be subject to the jurisdiction of Courts in Shimla.

4.20.6 Compliance with Laws

The selected bidder shall comply with the Laws in force in India in the course of performing the contract.

4.20.7 Force Majeure

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

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

The bidder or Department shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions

relating to indemnity, confidentiality survive termination of the contract.

4.20.8 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 the Department may award the contract to the next best value bidder or call for new proposals from the interested bidders or invoke the Performance Security of the most responsive bidder.

4.21 Onsite Deployment

The proposed team should be stationed in Shimla/ Dharamshala or any location as decided by the Department for the entire project period as per the requirements of the RFP. The proposed team has to follow the working hours, working days and Holidays of Himachal Pradesh State Government. The team shall be deployed within 15 days of the award of the Contract.

4.22 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, thereunder or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Department indemnified in this regard.

4.23 Contract administration

- a. Either party may appoint any individual / organization as its authorized representative through a written notice to the other party. Each Representative shall have the authority to:
 - 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
 - Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
- b. 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.
- c. For the purpose of execution or performance of the obligations under this Contract, the Department representative would act as an interface with the nominated representative of the Selected Bidder. The Selected Bidder shall comply with any instructions that are given by the Department representative during the course of this contract in relation to the performance of its obligations under the terms of this contract and the Tender.
- d. A committee comprising of representatives from the Department and

the Selected Bidder shall meet on a quarterly basis to discuss any issues / bottlenecks being encountered. The Selected Bidder shall draw the minutes of these meetings and circulate to the Department.

4.24 Right of Monitoring, Inspection and Periodic Audit

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

4.25 Department's Obligations

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

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

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

4.26 Information Security

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

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

electronic.

4.27 Indemnity

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

- a. Negligence or wrongful act or omission by the Selected Bidder or its 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 maximum indemnity by the Consultant or the Department shall be to the extent of 100% of Contract value in favour of the Department.

4.28 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. The Department however reserves the right to review and negotiate the charges payable.

4.29 Special Conditions of Contract

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

4.30 Payment Schedule

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

TA/ DA Rules and expense related to travel outside Shimla/ Dharamshala for official purpose shall be paid directly or reimbursed by Department, in such cases where arrangements are not being made by the Department:

- a. The travel expense (boarding and lodging) outside Shimla/ Dharamshala for domestic and international road shows would be additional and will be paid extra based on the actual rate of economy class air-fare in case they are required to travel from Shimla/ Dharamshala to anywhere in India and abroad.
- b. To claim reimbursement, onsite resources needs to submit the Travel Expense Claim to the Department along with the relevant bills/ vouchers,

- boarding passes, tickets and hotel bills and approval from the authorized approving authority within two weeks from the date of return from the trip.
- c. Submission of hotel bills is mandatory with the Travel Expense Claim.
 - d. For local travel during official visit within Shimla and Dharamshala, Consultants will make their own arrangements.
 - e. Team members should have their own laptops and other peripherals including mobile phone.

Instruction:

The Invoice will be submitted after every Month for fixed resources. The payment will be made within 15 days after submission of Invoice. The Selected bidder shall satisfactorily perform work as specified under the Tender to the Department.

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

| Payment Schedule | | |
|------------------|---|---|
| Sr. No. | Description | Payment as percentage of total contract value |
| 1. | Mobilization advance against bank guarantee | 10.00% |
| 2. | Per month Payment (12 months) | 06.67% |
| 3. | After successful completion of engagement | 10.00% |

4.31 Conflict of interest

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

4.32 Severance

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

4.33 Governing Language

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

4.34 “No Claim” Certificate

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

4.35 Publicity

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

4.36 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. The Department will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

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

4.37 General

4.37.1 Entire Contract

The terms and conditions laid down in the tender and all annexures thereto ad 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 representations of the parties on the Subject Matter.

4.37.2 Modification

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

4.37.3 Taxes

The bidder shall pay Goods and Service Tax and other applicable taxes, if any imposed on the services under this contract.

4.37.4 Application

These general conditions shall apply to the extent that provisions in other parts of the contract do not supersede them.

4.37.5 No Assignment

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

4.37.6 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 the Department notifies the Selected Bidder of its release from those obligations.

4.37.7 Entire Contract

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

4.37.8 Compliance with Laws

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

4.37.9 Notices

A "notice" means:

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

All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively

given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To

The Director
Directorate of Industries,
Government of Himachal Pradesh,
Udyog Bhawan, Bemloe Shimla, Himachal Pradesh, Shimla 171001
Phone: 0177-2813414
Fax: 0177-2650657
Email: dirindus-hp@nic.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.

4.37.10 Waiver

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

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

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

4.38 Fraud and Corrupt Practices

4.38.1 Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Department shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Department shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case maybe, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in

regard to the RFP, including consideration and evaluation of such Bidder s Proposal.

- b. Without prejudice to the rights of the Department under Clause above and the rights and remedies which the Department may have under the LoA or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Department during a period of <period, suggested 2 (two) > years from the date such Bidder, as the case may be, is found by the Department to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - 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 the Department who is or has been associated in any manner, directly or indirectly with the Selection Process or the Letter of Award (LoA) or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Department, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Department in relation to any matter concerning the Project;
 - 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 DEPARTMENT with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or(ii) having a Conflict of Interest; and
- 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.

5 Scope of Work

The Scope of Work for the proposed engagement as Knowledge Partner will primarily consist of the following:

a) Investment Strategy

- i) Analysis of investment promotion strategies followed by other states and suggesting the best practices
- ii) Design and develop an investment promotion strategy/program and action plan for Himachal Pradesh Investors Summit 2019
- iii) Contribute to overall intellectual input which would best showcase the state at various events.
- iv) Create a sector and company focused contact strategy and action plan to reach the targeted investors and to promote Himachal Pradesh as an Investment destination.
- v) Define Strategies and follow up mechanism to attract investors from India and specific countries for designated investment regions in Himachal Pradesh, for focus sectors in the State.
- vi) Assist in implementation of the policy framework of the State
- vii) Benchmark industrial policy and provide necessary inputs to Government of Himachal Pradesh
- viii) Coordinate and plan B2G Meeting during the roadshows in India and abroad

b) Knowledge Creation and Management

- i) Provide knowledge content and design & develop various marketing collaterals and materials such as state pitch presentations, sector profiles, region profiles, Himachal Pradesh competitiveness profile, investor guide for Himachal Pradesh, project profiles, industrial corridors and profiles on key clusters and brochures etc for the State.
- ii) Prepare all presentations and draft speeches for Chief Guest, Guests of Honor and other Government dignitaries for the GIS & its sub events.
- iii) Preparation and circulation of investment magazine (monthly) incorporating the promotional efforts and investment opportunities in the state.
- iv) Maintain databases of investors interfacing with different departments/ boards & corporations of Govt. of Himachal Pradesh, before, during and after the GIS and prepare follow-up/ after-care strategies for lead conversion.
- v) Preparation of background papers, session briefs etc, invites & circulars for speakers, delegates and other stakeholders to be sent from Chief Minister, Chief Secretary, Principal Secretary Industries for the Himachal Pradesh Investment Summit and the sub events leading to Himachal Pradesh Investment Summit.
- vi) The knowledge partner will provide validated inputs for the Global Investors Meet website on regular basis.
- vii) Competitive advantages of Himachal Pradesh viz-a-viz other States- Sectoral/ policy/ incentives/other parameters.
- viii) To prepare 50 investible projects covering focus sectors atleast 90 days before the main event.

c) Roadshows

- i) Arrange one-to-one meetings with leading corporate houses at both national and international level on the sidelines of each roadshow / sub event. Ensuring

- presence of investors with specific projects at Investor Meets/Road Shows/Conferences (specific targets may be assigned)
- ii) Assist Govt. of Himachal Pradesh in participating at various events of national and international importance by providing detailed information of important events well in time along with financial implications
 - iii) Providing a rapporteur for all the B2G meetings & sub events and preparation of post-event reports capturing the main highlights, suggestions and features of the key events participated by Govt. of Himachal Pradesh.
 - iv) Assist during visit of national and international delegations in and out of the State
 - v) Preparing updates / presentations for all review meetings for the sub events.
 - vi) Prepare all presentations and draft speeches for Hon'ble Chief Minister; Hon'ble Ministers; Chief Secretary; Principal Secretary- Industries and other officials travelling during road shows and draft MOU's.
- d) **Global Investors' Meet (GIS) (May be referred as Himachal Pradesh Investment Summit)**
- i) Pre-event activities :
 - (1) Project management and coordination with the partner agencies for preparing updates / presentations for all review meetings for effectively conducting the GIS
 - (2) Assist the National Partner in devising the summit activities and preparation of structure of the summit. Assist the National Partner in planning the sessions, seminars, scheduling the topics, preparation of background papers and identification of speakers and sending out invites to get confirmation of speakers.
 - (3) Coordinating with state, national and foreign country level authorities in fixing meetings with business/industrial associations, Govt. agencies, Trade promotions bodies before GIS
 - (4) Prepare databases of potential investors with investible funds for participation and signing of MOU/ Intent for Co-operation at GIS. FDI movement to be tracked.
 - (5) Assist CII in identifying and approaching potential investors with investment plans for participation and signing of MoU/Intent for Cooperation at GIS -
 - (6) Assist CII in identifying and approaching potential organizations willing to partner with the GIS of Himachal Pradesh.
 - (7) Leverage country-based desks/trade agencies for direct focus on investors to facilitate investment; Assist the state to participate in multi-lateral forums, trade fairs and conferences; collaborate with global embassies, chambers of commerce and business councils and invite overseas participants, Trade Commissioners etc
 - (8) To prepare a listing of credible local partners for JVs and collaborations and arrange tie-ups with foreign investors looking for local partners.
 - ii) During event activities:
 - (1) Preparation of event specific collaterals, presentations, speaker profiles, and other publicity material
 - (2) Ensuring presence of investors for B2G and B2B meetings during GIS of Himachal Pradesh
 - (3) prepare officers with the possible questions and answers during various interactions

- (4) Providing a rapporteur for B2G meetings and each session of the events, documentation of minutes of the B2G meetings during the GIS and documentation of all seminars, meetings, conference, proceedings during the days of event.
- iii) Post event activities
 - (1) Documenting main highlights and features of the summit from investment point of view and follow-up action
 - (2) Prepare letters of gratitude to different participants on behalf of Government of Himachal Pradesh
 - (3) Follow up with investors and respective Government agencies/Departments to ensure progress of various projects committed during the GIS to enable quick implementation.
 - (4) Follow up with participants and organizing meetings within and outside India where new leads have been generated
 - (5) Assist in identifying bottlenecks in implementation of MoUs signed during meet and facilitation in fast track implementation.
- e) **Coordination: For all activities before, during and after the GIS, The knowledge partner will**
 - i) Coordinate with HPCs (High Powered Committees) headed by the Chief Minister & Chief Secretary Government of Himachal Pradesh for getting all the necessary approvals (what coordination will the KP do, needs to be made more specific)
 - ii) To work in close coordination and consultation with CII, the exclusive National Partner for the Himachal Pradesh Investment Summit.

6 Team Composition

The team for the engagement should comprise of the following:

| Sr. | Position | Number | Experience |
|-----|---|--------|--|
| 1 | Team Leader | 1 | MBA from Premier Institute with at least 10 years' experience. |
| 2 | Component Experts (Manufacturing Sector, Services Sector with emphasis on Focus sectors – Tourism, Horticulture, Hydro, Agro Based Industries etc.) | 3 | MBA from Premier Institute with at least 5 years' experience |
| 3 | Relationship Managers | 3 | MBA from Premier Institute with at least 5 years' experience |

The Consultant shall place Component Experts at the office of Directorate of Industries as per requirement of the Department and task before hands. The man-days of one Component expert shall be adjustable with one or other Component expert as per requirements of Department and task before hands. At one point of time, three Component experts will be deployed at Department of Industries as per requirements.

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

The consultant is not expected to change the team from what is proposed as a part of the response to this RFP. However if a resource needs to be changed due to unforeseen circumstances, the consultant needs to give it in written to the Client and only upon agreement, the replacement may be carried out.

Note: No Contractual or Third Party Resources will be provided. All Resources will have to be on Company Rolls as on the date of the submission. Failure to do so will lead to rejection and blacklisting.

7 Evaluation and Selection

7.1 Technical Evaluation

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

- i. Are not submitted in as specified in the RFP document.
- ii. Received without the Letter of Authorization (Power of Attorney)

- iii. Are found with suppression of details
- iv. With incomplete information, subjective, conditional offers and partial offers submitted
- v. Submitted without the documents requested in the checklist
- vi. Have non-compliance of any of the clauses stipulated in the RFP
- vii. Have a lesser validity period

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

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

- a. Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- b. 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.
- c. 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.
 - 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 will be summarily rejected.

| S. No. | Technical Proposal Evaluation Parameters | Max Score | Supporting Documents |
|--------|--|--|--|
| A | Project Experience | 50 | |
| A-1 | <p>Experience of Organising / Global investors Meets as Knowledge Partner in different States/Ministries, Gol:</p> <ul style="list-style-type: none"> • 1 - 2 Investments Promotion Summits : • 3 to 6 Investment Promotion Summits: • 7 to 10 Investment Promotion Summits: • Above 10 Investment Promotion Summits: <p>Promotion Summit in addition to 12 marks for 7 to 10 Investment Promotion Summits with max. Ceiling of 25 marks. Mandate of running Investment Promotion Initiatives as Consultant/ Partner etc. for State Government/ Gol in the last 5 Years. The engagement should be for a minimum period of 6 months</p> | <p>25</p> <p>2</p> <p>5</p> <p>12</p> <p>2</p> <p>(marks per Investment)</p> | Letter of Award / Certificate from the Client showing the time period and contract value |
| A-2 | <p>Investment Promotion Experience with the States in addition to A-1 above: 1 to 5 States: 2 marks for each State Above 5 and 10 States: 1 mark for each State</p> | 15 | Letter of Award / Certificate from the Client showing the time period and contract value |
| A-3 | <p>Experience of working in Himachal Pradesh through projects awarded by Central Govt. / Govt. of Himachal Pradesh / Donor agency / PSU Each project valued more than Rs 50 Lakhs in the last five years. (2.5 marks per project)</p> | 10 | Letter of Award / Certificate from the Client showing the time period and contract value |
| B | Technical Presentation | 25 | |
| (a) | Organizing Global Investors Summit and | 5 | |

| | | | |
|----------|---|------------|---|
| | Investment Promotion | | |
| (b) | Understanding Himachal Pradesh requirement | 5 | |
| (c) | Investment Monitoring and Management | 5 | |
| (d) | Institutional Strengthening and Capacity Building | 5 | |
| (e) | Post Event Support for one year after the main event. | 5 | |
| C | Experience of the Team | 25 | |
| C-1 | Team Leader | 7 | Enclose CV as per format defined in the RFP with constant from the Proposed Personnel |
| C-2 | Component Expert (3 marks per Expert) | 9 | Enclose CV as per format defined in the RFP with constant from the Proposed Personnel |
| C-3 | Relationship Managers (3 marks per Manager) | 9 | Enclose CV as per format defined in the RFP with constant from the Proposed Personnel |
| | Total | 100 | |

7.2 Financial Evaluation

The Bidder shall be selected on the basis of Quality cum Cost Based System (QCBS), whereby technical proposal will be allotted weightage of 70% and financial proposal will be allotted weightage of 30%. The proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to lowest financial proposal as stated below. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

Financial Proposals of only those Applicants who scores at least 50% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria.

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

The Financial Proposals shall be given scores as follows:

$S_f = 100 \times F_m / \text{Financial Proposal of Applicant under consideration}$

1. F_m : Lowest financial proposal
2. S_f : Financial Score

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

The Total Score of Technical Proposal and Financial Proposal shall be computed as follows: $\text{Total Score} = (T_e \times 0.70) + (S_f \times 0.30)$

T_e : Technical score.

7.3 Selection

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

8 Annexures

8.1 Annexure I: Proposal Covering Letter

Date:.....

To,

Dear Sir,

We (Name of the bidder) hereby submit our proposal in response to notice inviting tender date and tender document no. 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 180 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 or blacklisted by any of the Government agencies.
6. Director of Industries, Shimla may contact the following person for further information regarding this tender:
 - a. Name and full address of office, Contact No., Email ID, Company Name
7. We are submitting our Eligibility Criteria proposal bid documents and technical bid documents. Hard copy of the Proposal should also be submitted in form of original and a copy along with original DD of both EMD and Tender Document Fee.

Yours sincerely,

Signature

Full name of signatory Designation
Name of the bidder (firm etc.)

8.2

Annexure II: POWER OF ATTORNEY FORMAT

(To be provided in original as part of Technical Proposal (Envelope –1) on stamp paper of value required under law duly signed by 'lead bidder' for the tender)

Dated: __

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we _ _ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. _____(Name of the Person(s)), domiciled at _____ (Address), acting as _ _ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement "Selection of Knowledge Partner for Investment Promotion and Investor Facilitation Support to Government of Himachal Pradesh" involving the deliverables as per agreement with _____, vide Invitation for Tender (Tender Document) Document dated , issued by _____ including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by _____ or any governmental authority, representing us in all matters before _____ and generally dealing with _____ in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. _____)

(Name, Title and Address of the Attorney)

Notes:

- To be executed by the bidder
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

8.3 Annexure III: Financial Proposal Format

To be returned in original along with the Proposals (Envelope C) Tender

Document No.

To

The Director
Directorate of Industries,
Government of Himachal Pradesh,
Udyog Bhawan, Bemloe Shimla, Himachal Pradesh, Shimla 171001
Phone: 0177-2813414
Fax: 0177-2650657
Email: dirindus-hp@nic.in

Subject: Selection of Knowledge Partner for Investment Promotion, Investor Facilitation and Policy Support for Government of Himachal Pradesh

Sir,

We, the undersigned, offer to provide the consulting services of Knowledge Partner for the Department in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our Financial Proposal inclusive of Goods and Service Tax is as below:

| Personnel | Number (a) | Monthly Rate (INR) (b) | Total (a) * (b) |
|----------------------|------------|------------------------|-----------------|
| Team Leader | 1 | | |
| Component Expert | 3 | | |
| Relationship Manager | 3 | | |
| Total Monthly Fee | | | |
| Goods & Service Tax | | | |
| Gross Monthly Fee | | | |

Notes:

- a. The above includes all travel, lodging and other out of pocket

expenses within Shimla/ Dharamshala; 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 Shimla/ Dharamshala; for project related work to be reimbursed by the Client/Department on actual in situations where the arrangement is not made by the Department itself.
- c. 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. We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

8.4 Annexure IV: Draft Bank Guarantee

(To be issued by a Bank)

This Deed of Guarantee executed at _____ by _____ (Name of the Bank) having its Head/Registered office at _____ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of _____, having its office at _____, India (hereinafter called "_____") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s _____, a company formed under _____ (specify the applicable law) and having its registered office at _____ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. _____ dated / /2015 issued by _____, and selected M/s _____ (hereinafter referred to as the Bidder) for the Agreement by _____ as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the _____, and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. _____/- (Rupees _____ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____ Bank hereby guarantee as follows:

1. The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfill its obligations there under
2. We, the Guarantor, shall, without demur, pay to _____ an amount not exceeding INR _____ (Rupees _____ only) within 7 (seven) days of receipt of a written demand therefore from _____ stating that the Bidder has failed to fulfill its obligations as stated in Clause 1 above.
3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the _____ is disputed by the Bidder or not.

4. The Guarantee shall come into effect from_ _ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on _ _ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the ____under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from _____ prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to _____.
5. In order to give effect to this Guarantee, _____ shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by _____ or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by _____ against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of _____ or any indulgence by _____ to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.
7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in above written.

Signed and Delivered by _ _ _____Bank by
the hand of Shri _____ its _ _and authorized office.

Authorized Signatory____
Bank

8.5 Annexure V: Format for Professional Experience Citations

| | | |
|---|-----------------|--|
| Assignment Name | | Country |
| | | |
| Project Location within the Country | | Professional Staff provided by your Firm/Company |
| | | |
| Name of Client | | No. of Staff |
| | | No. of Person Months |
| | | |
| Start Date | Completion Date | Approx. Value 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 | | |
| | | |

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

| | | | | |
|--|----------------|----|---------|---------------|
| Photo | Name: | | | |
| | Position: | | | |
| | Date of Birth: | | | |
| | Education: | | | |
| Employment Record | From | To | Company | Position Held |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Brief Profile | | | | |
| Countries of Work Experience | | | | |
| Languages | | | | |
| Representative Projects | | | | |
| Nature of Work: Year: Location: Company: Position Held: Main features: Activities Performed: | | | | |
| Nature of Work: Year: Location: Company: Position Held: Main features: Activities Performed: | | | | |
| | | | Name: | |
| Signature | | | | |

8.7 Appendix VII: Format for Composition of Team and Tasks of Team Members

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

8.8 Annexure VIII: Technical Proposal Submission Form

- TP-1 Technical Proposal Submission Form/Declaration
- TP-2 Consultant's Organization and Confirmation to Eligibility Criteria
- TP-3 Consultant's Experience for Technical Evaluation
- TP-4 Conceptual Clarity and Understanding of the Assignment
- TP-5 Approach, Methodology and Work Plan for Performing the Assignment
- TP-6 Team Composition
- TP-7 Curriculum Vitae (CV) for Key Staff
