



***Selection of Project Management Consultant (PMC) for assisting State Industrial & Infrastructure Development Corporation of Uttarakhand Limited (SIIDCUL) for leveraging assistance available under Electronics Manufacturing Cluster Scheme (EMC), Plastics Parks Scheme and Modified Industrial Infrastructure Upgradation Scheme in the State of Uttarakhand***

**STATE INFRASTRUCTURE AND INDUSTRIAL DEVELOPMENT CORPORATION OF UTTARAKHAND LTD.**

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## DECLARATION TO BE GIVEN BY THE TENDERERS

It is to certify that:

- 1- I/We are submitting the tender in original Performa as purchased/downloaded directly from the website & there is no change in formatting, number of pages etc.
- 2- I/We are submitting tender document which is same/identical as available on the website/purchased.
- 3- I/We have not made any modification/corrections/additions etc in the tender documents.
- 4- I/We checked that no page is missing and all pages as per the index are available & that all pages of tender document submitted by us are clear & legible.
- 5- I/We have signed (with stamp) all the pages of the tender document before submitting the same.
- 6- I/We have sealed the tender document properly before submitting the same.
- 7- I/We have read carefully & understood the important instructions to the all tenderers & to tenderers who have down loaded the tenders from the website ***along with quarries raised in the pre-bid and their replies on website by SIIDCUL.***
- 8- In case at any stage later, it is found that there is difference in our tender documents from the original, SIIDCUL shall have the absolute right to take any action as deemed fit without any prior intimation to me/us.
- 9- In case, at any stage later, it is found that there is difference in our tender document from the original, the tender /work will be cancelled and Earnest Money/Security Deposit will be forfeited at any stage whenever it is so noticed. I/We will not claim any damages/compensation on this account.
- 10- In case, at any stage later, it is found that there is difference in our tender document from the original, I/We may also be debarred for further participation in the tender in the SIIDCUL & would also render me/ us liable to be removed from the approved list of contractors of the Company.
- 11- If this declaration is not signed by the tenderer(s), in case the Tender Document is downloaded from the website, the tender shall be treated as non-responsive & shall not be opened.
- 12- I have visited the proposed site and have no objection/ query regarding size, shape and area.

Dated .....

(TENDERER)  
(SIGN WITH SEAL)

## **Selection of Agency for assisting Government of Uttarakhand as the PMC for leveraging GoI Schemes for Industrial Infrastructure and Cluster Development in the State of Uttarakhand**

- A. State Infrastructure Industrial Development Corporation of Uttarakhand Limited (SIIDCUL) is the State Government Enterprise for Industrial development in the State. The enterprise is mandated with developing industrial infrastructure in the State of Uttarakhand.

Government of Uttarakhand has embarked on a holistic 'Make in Uttarakhand' programme to further strengthen manufacturing base, generate employment and increase share of value addition in the state. The initiative, inter-alia, aims to provide state of the art industrial infrastructure to MSMEs. In view of the contribution of MSME sector in employment generation, exports and employment creation, SIIDCUL has embarked upon Cluster Development approach for enhancing competitiveness of this sector. The initiative, aims to facilitate access of MSMEs to better technology, higher value addition, more profitable markets, formal credit, skilled manpower and other need based inputs required to compete in the global markets.

Major part of the initiative is devoted to mobilize cluster stakeholders especially, the MSMEs in organizing themselves to articulate common vision, chalk out a collective action plan and develop functional trust to action the plan. The innovative approach involves engaging with the stakeholders, undertaking trust building activities and undertaking a participative need assessment to address common challenges & opportunities.

In most cases, the MSMEs are well aware of the gaps that need to be addressed along with possible solutions. Key to success of cluster development projects is active participation and ownership of MSMEs. They need to be appropriately motivated, mobilized and organized for successful intervention. Facilitation is also required to help the cluster stakeholders articulate their priorities for soft and hard interventions. It has also been widely seen that with active engagement with clusters, a group of likeminded entrepreneurs and opinion leaders come forward to lead the initiative for their respective clusters.

Various schemes such as Modified Industrial Infrastructure Up-gradation Scheme, Electronic Manufacturing Cluster Scheme, Plastic Parks of Government of India for developing greenfield and brown field clusters are proposed to be leveraged by the Corporation.

Leveraging funds available under these GoI schemes would require major efforts in project conceptualization and development and stakeholder engagement along with coordination for financial closure, approvals from the concerned Ministry and documentation for release of grant funds post approval to the projects. In view of the above, SIIDCUL proposes to engage services of a Project Management Consultant (PMC) with appropriate experience and qualified and experienced team.

A vibrant Micro, Small & Medium Enterprises (MSME) Sector is critical for sustaining economic growth and employment generation due to its labour intensive nature. The 'Make in India – Made in Uttarakhand' goal requires adoption of a comprehensive approach to assist the MSME Sector in becoming globally competitive by producing zero defect products. The MSMEs have been identified for a specific attention to address the basic problems of the access to finance, R&D/Innovation, access to technology, marketing support etc. The appointment of consultant will help the Government in achieving its goal of development of MSMEs in the State.

## **B. Scope of Work:**

SIIDCUL invites proposal from experienced Consultancy Firms for **assisting Government of Uttarakhand as the PMC for leveraging GoI Schemes for Industrial Infrastructure and Cluster Development in the State of Uttarakhand** under following schemes:-

1. Electronics Manufacturing Cluster Scheme (EMC),
2. Plastics Parks Scheme
3. Modified Industrial Infrastructure Upgradation Scheme in the State

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

- i. **Deployment of dedicated team:** The PMC shall depute a team of two professionals in Uttarakhand and one in NCR (Two MBA with minimum 2 years of experience and one of two in Uttarakhand should be IT professional) for the assignment. They shall be responsible for profiling and mapping of potential projects to be developed; preparation of proposals, coordinating approvals, developing and maintaining MIS, follow up at GoI level, etc.
- ii. **Preparation of Proposal for In-Principle Approval:** The Consultant shall prepare draft Feasibility Report (DFR)/ Diagnostic Study Report (DSR) proposal that shall covers key aspects such as techno-economic feasibility of the project, details of promoters/implementing agency, site location and availability of land, suitability to apply under the said scheme, project components, management arrangements, project cost and means of finance, financial analysis, sustainability aspects, impact etc.  
  
To ensure conformity with the respective scheme guidelines, appropriate advisory services shall be provided by the Consultant to establish suitable institutional mechanism for project implementation. The implementation structure shall be designed and structured in a manner so as to firmly meet scheme guidelines under which the projects would be positioned.
- iii. **Investment Promotion:** Consultant shall advise SIIDCUL in formulating a strategy for attracting investment from private sectors and to sensitize them for investment in various industrial parks being proposed. It shall include an action plan for participation in well-established trade events, organizing road-shows, mega events, conferences that shall be organized at national and international level.
- iv. **Preparation of DPR for Final Approval:** The DPRs shall be prepared in line with the Guidelines of the respective central Schemes and shall include all required details related to technical, commercial, financial and management aspects of the project. The DPR would include feasibility, master plan, details of common facilities, etc. It will provide block cost estimates backed by suitable documents, means of finance and necessary financial indicators.
- v. **Project Monitoring Support:** The Consultant shall provide all necessary support during the implementation of the project post approval in terms of submission of periodical progress reports of respective projects as per the format prescribed under

respective Scheme Guidelines. The physical and financial progress inputs for progress report shall be provided by Applicant.

- vi. **Release of Grant Funds:** The Consultant shall prepare all necessary documentation for submission to concerned nodal Ministry in order to facilitate timely release of grant funds sanctioned under respective schemes.
- vii. **Reporting and coordination:** The Officer from concerned department along with Consultant shall attend all the meetings convened by concerned Ministry and other relevant authorities during the project implementation process and address all the enquiries by them and provide clarifications as sought and Consultant will address all the queries raised by concerned Ministries/Department.
- viii. **The consultant shall assist the department in designing an e-Governance application to facilitate the department and the business users along with the detailed process mapping, costing and technology requirements. The scope of work will include the following tasks:**
  - a. As Is assessment of current IT environment / applications for business users
  - b. Analysis of gaps and recommendation of priority action plan for service delivery using IT
  - c. Designing of Strategy and road map for implementation
- ix. **Developing MIS framework for monitoring of implementation of approved projects for the State of Uttarakhand:** During the implementation phase, the consultant shall prepare and maintain MIS of projects sanctioned by GoI. The MIS should meet the requirements of respective GoI Ministry for monitoring of progress and release of Grant funds.
- x. **Development of Monitoring tool:** The consultant shall assist the department in designing the IT enable monitoring mechanism to track the progress and other activities being taken up the department

**C. Role of SIIDCUL:** SIIDCUL shall support the Consultant in its efforts for project development, approval and implementation under respective schemes in following manner.

- i. **Capitalization of Project:** SIIDCUL shall arrange to capitalize the projects through infusion of requisite equity / contribution wherever required
- ii. **Land for Project:** SIIDCUL shall facilitate in procurement/arrangement of suitable lands for respective projects
- iii. **Engineering and Procurement:** SIIDCUL shall assist in providing all necessary services with regard to detailed engineering, architectural designs and bid process management for implementation of each approved project under the respective Central Schemes.
- iv. **Construction supervision:** SIIDCUL shall supervise and monitor the performance output of all contractors and suppliers to be engaged during the project implementation. It shall be ensured that the contractors' output is as per the terms & provisions of the MOA/Contract Agreement.

- v. **Techno-Commercial and Financial Data:** SIIDCUL shall provide all necessary techno-commercial & financial information relevant to the development and preparation of DFR/DPR for potential projects.
- vi. **Statutory Approvals:** State Govt./Departments shall assist the applicant obtain key statutory approvals/clearances including environmental and pollution clearances, which are prerequisite to commencement of the Project implementation.

#### **D. HOW TO APPLY**

1. The intending bidder may apply for subject work on prescribed Application Form. The Form shall be made available in working days from 18.11.2015 to 09.12.2015 on payment of Rs. 25,000/- + 13.50% VAT at this office or can be downloaded from our website [www.siidcul.com](http://www.siidcul.com). However, document fee of Rs. 25,000/- + 13.50% VAT in the form of DD in favour of 'MD, SIDCUL, Dehradun' payable at Dehradun for downloaded tender document shall be deposited with Technical Envelope during bidding process.
2. The Earnest Money and processing fee should be in the form of Bank Draft/Pay Order in favour of MD, SIDCUL, Dehradun payable at Dehradun.
3. Two separate envelopes should contain technical qualification bid (ENVELOPE No. 1) and financial bid (ENVELOPE No. 2) respectively.
4. Both these envelopes should be sealed and super scribed as TECHNICAL QUALIFICATION BID (ENVELOPE No. 1) and FINANCIAL BID (ENVELOPE No. 2), respectively.
5. Both these sealed envelopes should be put into one envelope which should be super scribed as application. This envelope should also be sealed before putting into tender box.
6. The demand draft for processing fee & Earnest money should essentially be attached with technical qualification bid documents.
7. The following documents are required to be submitted with the "Technical Qualification Bid" documents placed in Envelope No. 1 after getting them duly certified by the tenderer's statutory auditors/Chartered Accountant.
  - i. Certified true copy of Certificate of Incorporation/Certificate of Commencement of Business.
  - ii. General information of the tenderer.
  - iii. Certified true copy of Memorandum & Articles of Association.
  - iv. List of Directors certified by Chartered Accountant.
  - v. List of Shareholders certified by statutory auditors/Chartered Accountant. In case the numbers are large, list should contain details of major shareholding i.e. of promoters, institutions, corporates and the public.
  - vi. Audited annual reports for the last three years (3) i.e. 2012-13, 2013-14 & 2014-15. In case of a Consortium, the audited annual reports of the lead member for the last three years shall be submitted.
  - vii. Board resolution authorizing the person for submitting the tender.
  - viii. Partnership Deed in case of a Partnership firm.
  - ix. Certificate of Turnover for the last three years certified by the statutory auditors/Chartered Accountant of the Company/Firm.
  - x. Tender document fee receipt if document is purchased from this office or DD against document purchase in case document is downloaded from website.
  - xi. Demand Draft of Processing Fee.

xii. Demand Draft of EMD.

**E. Criteria for Selection of PMC:**

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

- i. Minimum Eligibility Criteria:** The applicant shall need to fulfil following minimum eligibility criteria.
  - a. The applicant should be a Company / Firm / LLP registered in India.
  - b. Consortium is not allowed
  - c. The applicant should have extensive experience of **at least 5 years** in program management and implementation of GOI schemes for industrial infrastructure / cluster development.
  - d. The bidder should have a Minimum Annual Turnover of INR 25 Cr during each of the last three preceding financial years (Supported by duly audited balance sheet).
  - e. The applicant should not be barred by any Central government department/agency, State Government department/agency at the time of submission of application.
  
- ii. Criteria for Technical Evaluation:** Only bidders meeting the above minimum eligibility shall be considered for technical evaluation. The selection of Consultant shall be based on the following technical criteria:

Sr. No.	Evaluation Parameter	Marks
1	Experience in assisting Central Ministries in implementation of their Infrastructure or Cluster Development Programs/Schemes (Maximum 10 marks)	Minimum one and Upto 5 GoI Schemes – 5 Marks  Up to 10 GoI Schemes – 7 Marks  More than 10 GoI Schemes –10 Marks
2	Experience of assisting State Government/State PSUs in leveraging Central Govt. Schemes for industrial Infrastructure and cluster development in last five years. (Maximum 10 marks)	1 marks per project up to maximum of 10 marks  <i>*Only those projects to be considered which have been accorded Final approval by Govt. of India.</i>
3	Experience in Related Projects-Electronic Manufacturing Cluster Scheme, Plastic Parks and Modified Industrial Infrastructure Up-gradation Scheme.	Experience of Bidder for M-IIUS scheme: 10 Marks  Experience of Bidder for Electronics Manufacturing Cluster scheme: 10 Marks  Experience of Bidder for Plastics Park scheme: 10 Marks

Sr. No.	Evaluation Parameter	Marks
4.	Experience of working as Project Management Consultants for assisting the implementing agencies in developing of industrial infrastructure projects, assisting them in preparation of tender documents, drawings, assisting them in bid process management and release of grant from GoI (Maximum 10 marks)	2 Marks Per Project up to maximum of 10 marks  <i>*Only those projects to be considered for which GOI grant has been released.</i>
5.	Experience of working in Uttarakhand – a. Projects where grant from Government of India has been released (only approved projects shall be considered)  b. Experience of working with any State Govt. Department of Uttarakhand (Maximum 10 marks) 5 marks each for a and b points	(Maximum 10 marks) 5 marks each for a and b points
6.	Experience in e-governance / program management in the last three years. Both ongoing and completed engagements will be considered.  (The bidder should have provided e-governance consultancy / program Management support for at least 5 e-Gov projects with minimum 3 projects of value more than Rs. 2 cr. in the last three years to any of the state government / PSU / GOI in India) (Maximum 10 marks)	10 marks  (2 mark per project)
7.	<b>Team Leader</b> Should hold Master's degree from any reputed University with 20 years of experience. The Team Leader should have a minimum experience of 15 years in industrial infrastructure and cluster development projects. Should have experience of providing consulting services to GoI ministries in sectors such as Food Processing, Textiles, Industrial Infrastructure, MSME development, etc.  <b>In house Engineering team</b> Minimum 3 engineers (at-least one having more than 10 years of experience) and one autocad diploma holder  (Maximum 10 marks)	Team Leader - 05 Marks ( for project development and obtaining approval by GoI)  Engineering team – 5 marks



Sr. No.	Evaluation Parameter	Marks
8.	Global presence to facilitate downstream investments and best practices and knowledge (1 mark for each overseas office, maximum 10 marks)	10 Marks
	<b>Total</b>	<b>100</b>

**F. Evaluation Process:** The Agency shall be selected through a competitive bidding process on QCBS pattern. A three stage selection process will be adopted in evaluating the Proposals. In the first stage, pre-qualification shall be assessed based on criteria given at Para. 4.a above. In the second stage, a technical evaluation will be carried out. In the second stage, a financial evaluation will be carried out. Proposals will finally be ranked according to their combined technical and financial scores. The first ranked Institution/agency shall be selected while the second ranked Institution will be kept in reserve.

- i. **Evaluation of Technical Proposal:** Technical Proposal will be evaluated on the basis of parameters given under Para. 4.ii above. 80% of weightage shall be given to the technical proposal and 20% to financial proposal. Only those Applicants whose Technical Proposals score 60 marks or more out of 100 marks shall qualify for further consideration.
- ii. **Evaluation of Financial Proposal:** Financial evaluation will be carried out and each Financial Proposal will be assigned a financial score (SF). For financial evaluation, the total cost excluding service tax given in the Financial Proposal will be considered. The Evaluation Committee will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Team to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

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

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

$$S = ST_x T_w + SF_x F_w$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively. The selected Firm shall be the first ranked consulting agency (having the highest combined score). The second ranked consulting agency shall be kept in reserve in case the first ranked firm withdraws, or fails to comply with the requirements as the case may be.

**G. Professional Fees:** The Consultant shall be aid the professional fee under the engagement as per below structure:

- i. Retainership Fee: Consultant shall be paid a Lump sum Retainership fee of Rs. **One Lakh per professional (two MBA with minimum 2 years of experience and**

**one IT professional) per month** (exclusive of taxes & statutory levies) during the envisaged period of engagement. The Consultant shall need to deploy two dedicated resources for the assignment at SIIDCUL's office in Dehradun and one in NCR. One of the two in Uttarakhand should be IT professional.

- ii. Project Development and Management Fee: In consideration of services linked to project development and management the professional fee shall be linked to following milestones.

Sl. No.	Milestone	Fee Payable (per project)
1	Mobilization Advance <b>against Bank Guarantee of equivalent amount</b>	10% of quoted fee
2	On Submission of Feasibility Report/DSR to the Client (as required under the scheme guidelines)	10% of quoted fee
3	On obtaining In-principle approval of each project	20% of quoted fee
4	On Obtaining Final Approval to each project	20% of quoted fee
5	Linked to release of Grant Installments	40% of quoted fee. The fee payable shall be divided by number of grant installments and will be paid accordingly upon receipt of each installment.

*The project cost shall be the total project cost as arrived in the DPR including physical infrastructure, common facilities, environment & social infrastructure and other relevant components excluding cost of Land.*

#### **H. Submission of Tender:**

- a. The intending bidder may apply for subject work on prescribed Application Form. The Form shall be made available in working days **from 12.08.2015 to 05.09.2015** on payment of Rs. 25,000/- + 13.50% VAT at this office or can be downloaded from our website [www.siidcul.com](http://www.siidcul.com). However, document fee of Rs. 25,000/- + 13.50% VAT in the form of DD in favour of 'MD, SIDCUL, Dehradun' payable at Dehradun for downloaded tender document shall be deposited with Technical Envelope during bidding process.
- b. This tender document is not transferable.
- c. Bidders are advised to study the document carefully.
- d. Consultants are requested to submit the proposal as single packet system in one envelope. Please note that consultant should submit financial and technical proposal in a separate envelope and then shall be packed in one single envelope.
- e. The original Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.
- f. The proposal shall be submitted in English language.

- g. Submission of response shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- h. The response to this tender document should be full and complete in all respects. Incomplete or partial responses are liable to be rejected.
- i. The bidder shall bear all costs associated with the preparation and submission of the response, including cost of demonstration, benchmarking and presentation for the purposes of clarification of the bid, if so desired by SIIDCUL. SIIDCUL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the short listing process.
- j. Further clarifications, corrigendum and any other information related to this tender will be available at the SIIDCUL website [www.siidcul.com](http://www.siidcul.com) only. SIIDCUL reserves the right to accept or reject any or all responses without assigning any reason.
- k. SIIDCUL may, at its own discretion, extend the date for submission of proposals.
- b. Tender documents shall be opened only of those bidders, whose Earnest Money Deposit, Cost of Tender Document and Tender Processing Fee are found in order.

## **I. Conflict of Interest**

- (I) The Consultants should provide professional, objective, and impartial advice and at all times hold the organization's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work. Consultants shall not be hired under the circumstances set forth below:
  - (a) Consultants (including their experts and other personnel, and sub-personnel) that have a close business or family relationship with a professional staff of the Government entity/organizations (or of the project implementing agency) who are directly or indirectly involved in any part of:
    - 1) The preparation of the RFP for the assignment
    - 2) The selection process for the contract
    - 3) The supervision of such contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government entity/organizations throughout the selection process and the execution of the contract
- (II) The consultant shall not deploy former employees of Department/Organizations in any assignment under the RFP if time since when employee has left the organization (cooling-off period) is less than 1 year as on date of submission of bid.
- (III) A Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
  - (a) the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
  - Or
  - (b) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
  - (c) such Bidder has a relationship with another Bidder, directly or through

common third parties, that puts them in a position to have access to each others' information about, or to influence the Proposal of either or each of the other Bidder

- (IV) In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for System Integration or any other activity) for the Project, they shall make a disclosure to the Nodal Agency as soon as any potential conflict comes to their notice. The Nodal Agency shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.
- (V) All conflicts must be declared as and when the Consultant becomes aware of them. They should report any present/ potential conflict of interest to the Nodal Agency at the earliest. Officials of the Nodal Agency involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.
- (VI) Any Bidder found to have a Conflict of Interest may be disqualified. In the event of disqualification, the Nodal Agency shall forfeit and appropriate the EMD.
- (VII) The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting or other activities that conflict with the Government entity/organizations under the contract.
- (VIII) A Consultant shall submit only one proposal, either individually or as a joint venture partner in another proposal. If a consultant, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.
- (IX) Member(s) of the Evaluation team may withdraw as an RFP evaluator if they find themselves in a way that could create the appearance of bias or unfair advantage with or on behalf of any competitive bidder, potential bidder, agent, subcontractor, or other business entity, whether through direct association with contractor representatives, indirect associations, through recreational activities or otherwise.

#### **J. Right to Accept or Reject Proposal**

- a. SIIDCUL reserves the right to annul the RFP process, or to accept or reject tender any or all the Proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.
- b. 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.

## K. Fraud and Corruption

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

- (I) For this purpose, definition of the terms are set forth as follows:
- (a) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of SIIDCUL or its personnel in contract executions.
  - (b) “Fraudulent practice” means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non- competitive levels and to deprive SIIDCUL of the benefits of free and open competition;
  - (c) “Unfair trade practice” means supply of services different from what is ordered on, or change in the Scope of Work given in Section IV.
  - (d) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
  - (e) “Undesirable practice” means
    - 1) establishing contact with any person connected with or employed or engaged by Implementing Agency with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process;
    - or
    - 2) having a Conflict of Interest.
  - (f) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- (II) SIIDCUL will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.
- (III) SIIDCUL will declare a Consultant ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the Consultant has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.
- (IV) Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Nodal Agency during a period of <period> from the date such Applicant or Consultant, as the case may be, is found by the Implementing Agency to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

## **L. Clarification and Amendment of RFP**

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

## **M. Earnest Money Deposit**

- a. Earnest Money Deposit of Rs. 2, 00, 000.00 shall be deposited in form of the Demand Draft in favor of MD, SIDCUL payable at Dehradun with Technical envelope.
- b. The EMD lying with SIIDCUL in respect of other tender/ RFP/ Expression of Interest awaiting approval or rejected or on account of contracts being completed will not be adjusted towards EMD for this RFP. The EMD may however, be taken into consideration in case RFP are re-invited.
- c. The Earnest Money will be forfeited on account of one or more of the following reasons:
  - (a) Bidder withdraws its Proposal during the validity period specified in RFP and in the Form 1a: Covering Letter.
  - (b) Bidder does not respond to requests for clarification of its Proposal.
  - (c) Bidder fails to provide required information during the evaluation process or is found to be non-responsive.

## **N. Disqualification**

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

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- b. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;

- c. Submitted a proposal that is not accompanied by required documentation or is non responsive;
- d. Failed to provide clarifications related thereto, when sought;
- e. Submitted more than one Proposal;
- f. Submitted a proposal with price adjustment/variation provision.
- g. Any other reason as decided by Tender Evaluation Committee.

**O. Award of Contract**

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

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

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

**P. Duration**

- a. The contract initially will be valid for a period of 24 months which may be extended further on satisfactory services.
- b. The Implementing Agency reserves the right to extend the duration on the same terms and conditions.

**Q. Confidentiality**

- a. Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Bidder/ Consultant and/or the Organizations to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.
- b. Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Proposal. During the execution of the project except with the prior written consent of SIIDCUL, the Project Consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

## **R. Intellectual Property Rights**

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

## **S. Performance Bank Guarantee**

- a. Within 15 days of notifying the acceptance of proposal for the award of contract, the Consultant shall furnish an unconditional and irrevocable Performance Bank Guarantee, as per Annexure C, amounting to Rs. 15.00 Lakhs for the entire contract period as its commitment to perform services under the contract.
- b. Failure to comply with the requirements of this document shall constitute sufficient grounds for the forfeiture of the PBG.
- c. If Implementing Agency incurs any loss due to Consultant's negligence in carrying out the project consultancy as per the agreed terms & conditions the Implementing Agency may revoke PBG.
- d. The PBG shall be released immediately after expiry of warranty period subsequent to the expiry of contract provided there is no breach of contract on the part of the Consultant.
- e. No interest will be paid on the PBG.
- f. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. The bidder should furnish PBG for extension within 7 days of issue of extension letter with validity of 3 months beyond the extension period.
- g. In case the selected bidder fails to submit performance guarantee within the time stipulated, the Implementing Agency at its discretion may cancel the order placed on the selected bidder without giving any notice.

## **T. Termination of Contract**

### **Termination by Client**

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

On receipt of a notice of termination or reduction the Consultant must stop work as specified in the notice; take all available steps to minimize loss resulting from that termination and to protect Client Material and Contract Material; and continue work on any part of the Services not affected by the notice.

If the Contract is terminated the Client is liable only for: payments for Services rendered before the effective date of termination; and reasonable costs incurred by the Consultant and directly attributable to the termination.

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



- (I) The term of Contract expires.
- (II) Termination of Contract by SIIDCUL due to non-performance during the execution of Project.
- (III) Performance is below expected level.
- (IV) Non adherence to the timelines of the Project.
- (V) Quality of work is not satisfactory.

#### **Termination by Consultant**

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

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

On termination of this Contract the Consultant must:

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

Upon issuance of a notice for termination of this agreement the Parties shall mutually agree upon a transition plan and comply with such a plan. The consultant will extend full cooperation in supporting the transition process to the satisfaction of Implementing Agency.

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

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

#### **Termination for Convenience**

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

### **U. Force Majeure**

- a. The Consultant shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- b. For purposes of this clause, “Force Majeure” means an event beyond the control of the Consultant and not involving the Consultant’s fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of nature, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c. If a Force Majeure situation arises, the Consultant shall promptly notify SIIDCUL in writing of such condition and the cause thereof. Unless otherwise directed by SIIDCUL in writing, the Consultant shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **V. Resolution of Disputes**

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

### **1 Amicable Settlement**

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the clause 2 of resolution of disputes shall become applicable.

### **2 Resolution of Disputes**

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

### **3 Legal Jurisdictions**

All legal disputes between the parties shall be subject to the exclusive jurisdiction

of the Courts situated in Dehradun.

## **W. Indemnity**

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

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

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

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

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

## **X. Liability**

The liability of Consultant (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the

work, deliverables or Services covered, shall be the payment of direct damages only which shall in no event in the aggregate exceed the fees and expenses received under this. The liability cap shall not be applicable to the indemnification obligations.

- 26) **Tentative calendar of events:** The following table enlists important milestones and timelines for completion of bidding activities:

<b>Sr. No.</b>	<b>Particulars</b>	<b>Timelines</b>
1	Release of Request for Proposal (RFP)	18.11.2015
2	Last Date and time for submission of RFP	10.12.2015 (1100 hours to 1400 hrs)
3	Date and time of opening of Technical Bids	10.12.2015 at 1500 hours
4	Date and time of opening of Financial Bids	To be intimated later

**For any queries contact :**

Managing Director,  
SIIDCUL,  
29, IIE (IT PARK)  
Sahastradhara Road  
Dehradun-248001, Uttarakhand (India)  
Phone: 0135-2708100, 2607292, 2608092  
Fax:- 2708109  
Email: contactus@siidcul.com

## **Annexure C: PERFORMANCE BANK GUARANTEE FORMAT**

Head Office

29, IIE (IT PARK)

Sahastradhara Road

Dehradun-248001, Uttarakhand (India)

Phone: 0135-2708100, 2607292, 2608092

Fax:- 2708109

Email: contactus@siidcul.com

(I) This deed of Bank Guarantee made this <<day>> day of <<month>> <<year>> by <<Name of Bank>> having its office at <<office address of the Bank>>, hereinafter referred to as “The Bank” which expression shall include their successors, in favour **SIIDCUL** situated at 29, IIE (IT PARK) Sahastradhara Road Dehradun-248001, Uttarakhand(hereinafter referred to as “The Department” which expression shall include their successors).

(II) Whereas SIIDCUL has issued notification no. <<Notification no.>> dated <<date of notification>> to M/s <<Name of the Company>> a company incorporated in India under the Companies Act, 1956 and having its registered office at <<registered office address>> (India) and place of business at <<business address of company>> hereinafter referred to as “The Company” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors- in- office and assigns) for Selection as Project Management Consultant to leverage assistance under Government of India schemes .

(III) In consideration SIIDCUL selecting the Company as Project Management Consultant to leverage assistance under Government of India schemes as per the terms and conditions of the Agreement entered into between SIIDCUL and the Company, we the Bank, hereby irrevocably and unconditionally guarantee to pay SIIDCUL on first demand without demur any sum up to Rs.05.00 lacs (Rupees Five Lacs Only) merely on claim or demand by telex and/ or writing by the SIIDCUL by reason of breach by the Company of any of the terms or conditions contained in the said Agreement or by reason of the Company’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

(IV) We, the Bank, undertake to pay to the SIIDCUL any money so demanded

notwithstanding any dispute(s) raised by the Company in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Company shall have no claim against us for making such payment.

(V) The Bank's liability herein contained in this guarantee shall not be impaired or discharged by any extension of time or any forbearance or neglect on the part of SIIDCUL or any variations or alterations made, considered or agreed to with or without knowledge or consent of the Bank by or between the Department and the Company.

(VI) The guarantee shall remain in all force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the SIIDCUL under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or up to 24 (twenty- four) months from the date of its execution i.e. up to <<day>> day of <<month>> <<year>>. or the SIIDCUL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the Company and accordingly discharges this guarantee

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

(VIII) The Bank Guarantee shall not be discharged due to any change in the constitution of the Bank or the Company.

(IX) NOTWITHSTANDING anything contained herein,

- (a) Our liability under this Bank Guarantee is restricted to Rs. Five lacs (Rupees Five lacs Only),
- (b) This Bank Guarantee shall be valid up to dd.mm.yyyy inclusive of the claim period, and

(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SIIDCUL serves upon us a written claim or demand on or before dd.mm.yyyy.

(X) We, the Bank, undertake not to revoke this Bank Guarantee during its currency except with the previous written consent of SIIDCUL in writing and the guarantee shall be continuous and irrevocable up to the sum stated hereinabove.

Place

Date

(Signature of Authorized signatory & Stamp of Bank)

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

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		No of Staff:
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Rs Lakhs):
Name of Associated Consultants, If Any:		No of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

**A. Understanding of the Scope of Work**

**B. Format for Team Composition**

Sr. No.	Name of Staff	Position	Qualification



**Financial Proposal**

(Date and Reference)

To,  
.....

Dear Sir,

Subject: Selection of Project Management Consultant (PMC) for assisting  
\_\_\_\_\_ for leveraging Central Schemes  
of Govt. of India for Industrial Infrastructure Development in Uttarakhand.

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

Yours faithfully,

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

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

## Format for Financial Proposal

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

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