

Request for Proposal (RFP)
For
Selection of Knowledge Partner for Investment Promotion
Campaign of Punjab

Date: June 18 , 2013



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Table of Contents

DOCUMENT CONTROL/ DATA SHEET.....	6
1. INTRODUCTION.....	8
1.1. Request for Proposal.....	10
1.2. Procurement of RFP Document	10
1.3. Validity of the Proposal.....	10
1.4. Brief description of the Selection Process	10
1.5. Currency Conversion rate and payment	11
1.6. Schedule of selection Process.....	11
1.7. Communications.....	11
2. INSTRUCTION TO BIDDERS	11
A. GENERAL.....	11
2.1. Scope of Proposal.....	11
2.2. Conditions of Eligibility of Bidders.....	12
2.3. Conflict of Interest.....	13
2.4. Number of Proposals	14
2.5. Cost of Proposal.....	14
2.6. Acknowledgement by Applicant.....	14
2.7. Right to reject any or all Proposals	15
B. DOCUMENTS.....	15
2.8. Contents of the RFP.....	15
2.9. Clarifications	16
2.10. Amendment / Modification of RFP	17
C. PREPARATION AND SUBMISSION OF PROPOSAL	17
2.11. Language	17
2.12. Format and signing of Proposal.....	17
2.13. Technical Proposal.....	18
2.14. Financial Proposal.....	19
2.15. Submission of Proposal	20
2.16. Proposal Due Date.....	22
2.17. Late Proposals.....	22
2.18. Modification/ substitution/ withdrawal of Proposals	22
2.19. Earnest Money Deposit (EMD).....	22
D. EVALUATION PROCESS	23
2.20. Evaluation of Proposals	23
2.21. Confidentiality	25
2.22. Clarifications	25

E.	APPOINTMENT OF KNOWLEDGE PARTNER	26
2.23.	Selected Bidder	26
2.24.	Substitution of Key Personnel	26
2.25.	Indemnity.....	26
2.26.	Award of Work	26
2.27.	Performance Security.....	27
2.28.	Execution of Agreement.....	27
2.29.	Penalty Clause:.....	27
F.	FORCE MAJEURE.....	28
2.30.	Definition	28
2.31.	Breach of Agreement	28
2.32.	Measures to be taken.....	29
2.33.	Payments	29
2.34.	Consultation	29
2.35.	Suspension of Agreement	30
2.36.	Termination of Agreement	30
G.	DISPUTES RESOLUTION	30
2.37.	Amicable Settlement	30
2.38.	Arbitration.....	31
H.	KNOWLEDGE PARTNER'S PERSONNEL	31
I.	MISCELLANEOUS.....	32
J.	PAYMENT TO SELECTED BIDDER.....	33
3.	TERMS OF REFERENCE (TOR) FOR SELECTION OF KNOWLEDGE PARTNER	35
3.1.	Background.....	35
3.2.	Objective	36
3.3.	Scope of Work.....	37
3.4.	Tasks.....	37
	Tasks are divided into two phases:.....	37
3.5.	SLAs- Deliverables & Timeline	40
4.	CRITERIA AND PROCEDURE OF EVALUATION.....	44
4.1.	Evaluation criteria for Technical Proposal.....	44
4.2.	Evaluation of Technical Proposal.....	45
4.3.	Evaluation of Financial Proposal.....	47
4.4.	Combined and Final Evaluation	47
	TECHNICAL PROPOSAL.....	49
	APPENDIX - II.....	61
	FINANCIAL PROPOSAL.....	61
1.	FORM OF AGREEMENT	63

1. Background	67
2. Objective	68
3. Scope of Work	68
4.5. Tasks.....	69
Tasks are divided into two phases:.....	69
4. SLAs- Deliverables & Timeline	72
APPENDIX – III.....	75
2. FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY	75
APPENDIX – III.....	78
2. FORM OF POWER OF ATTORNEY FOR SIGNING OF PROPOSAL.....	78

DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the The Punjab Information & Communication Technology Corporation Ltd (PICTC) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

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

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

PICTC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or for submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

DOCUMENT CONTROL/ DATA SHEET

S. No.	Particulars	Details
1.	Document Reference Number	PICTC/ITeG/IPC/2013/001
2.	Start date for issue of Tender Documents	18 th Jun, 2013 (10 AM onwards)
3.	Last Date of Issue of Tender Documents	21 st Jun, 2013 (till 5 PM)
4.	Last date of submission of Queries	24 th Jun, 2013 (till 3 PM)
5.	Pre Bid Meeting	25 ^d Jun,2013 (at 12 Noon)
6.	Last date and time for submission of bids	05 th Jul, 2013 (till 5 PM)
7.	Date and time of opening of bids (pre qualification and technical bids)	08 th Jul, 2013 (at 11 AM)
8.	Technical presentations	09 th Jul, 2013 (11 AM onwards)
9.	Opening of Financial Proposals	12 th Jul, 2013 (11 AM)
10.	Selection of KP(Knowledge Partner)	15 th Jul, 2013
11.	Office address, Venue for pre-bid meeting, opening and evaluation of Bids	Punjab Information & Communications Technology Corporation Ltd. (Punjab Infotech), 5 th & 6 th Floor , Udyog Bhawan, 18 Himalaya Marg, Sector-17, Chandigarh – 160017

12.	Cost of Tender Document by DD	Rs 5000/- (Rupees Five Thousand Only)
13.	Earnest Money Deposit by DD	Rs 5, 00, 000/- (Rupees Five Lacs only)
14.	Contact Details	Email id: punjabinfotech@punjabinfotech.gov.in Phone: 0172-5256400 Fax – 91-172-2702423
15.	Tender documents on Website	http://www.punjabinfotech.gov.in
16.	Method of Selection	QCBS (70:30)

Note: In case a Central/ State Holiday are declared on any dates as specified above, the event will be held on the next working day at the same time and venue.

1. INTRODUCTION

A Background

A.1 Punjab is one of the preferred investment destinations in the country driven by a positive business environment in the State. The State aims to provide a robust policy regime to attract investments and ensure their aftercare for which Government of Punjab is planning an Investment Promotion Campaign. The main emphasis will be the following

- (i) Fiscal incentives for the new Industries and defining of departmental Policies framework
- (ii) Regulatory matters aimed at ease of regulatory compliance
- (iii) Investor Facilitation and Policy advocacy
- (iv) Industrial Infrastructure Development
- (v) Skill development
- (vi) Creating enterprises eco system
- (vii) State promotion campaign and updation of database portal
- (viii) Providing system of tracking investments

A.2 The State of Punjab has announced fiscal incentives for attracting investments in the following sectors:

- (i) Manufacturing Sector
- (ii) Integrated Textile Units
- (iii) Food processing and Agro Industry
- (iv) Information Technology and Hardware manufacturing sectors

Government of Punjab is planning to promote investments in sectors such as manufacturing, infrastructure, IT/ITeS, Food processing, Auto Components and many other mega projects in private sector. In order to attract investment from private sectors and to sensitize them for investment in Punjab, road-shows, mega

events, conferences shall be organized at national and international level

A.3 The investment promotion campaign will be handled by all concerned Departments of Govt. of Punjab and the following agencies:

- (i) Punjab State Industrial Development Corporation Ltd (PSIDC),
- (ii) Punjab Information & Technology Corporation Ltd (PICTC),
- (iii) Punjab Infrastructure Development Board (PIDB),
- (iv) Punjab Agro Industries Corporation Ltd (PAIC),
- (v) Punjab Energy Development Authority (PEDA)
- (vi) Urban Development Authorities including PUDA/ GMADA etc.
- (vii) Punjab State Power Corporation Ltd(PSPCL)
- (viii) Punjab Pollution Control Board (PPCB)

Punjab Information & Communication Technology will be the nodal agency responsible for overall coordination of the investment campaign.

A.4 The Major Regulatory Departments/ Agencies comprise of the following:

- (i) Science, Technology and Environment
- (ii) Housing and Urban Development
- (iii) Local Government
- (iv) Director of Factories
- (v) Labour Commissioner
- (vi) Power Department
- (vii) Excise and Taxation
- (viii) Forest and Wildlife
- (ix) Land and Revenue
- (x) Industries and Commerce

B Objective of the assignment

Govt. of Punjab, in its endeavor to facilitate entrepreneurs, has concrete plans to create awareness among existing and prospective entrepreneurs about the current incentives and facilities being offered by Government of Punjab for

facilitating Investment. In this backdrop, the state has plans to participate in and organize events, conferences, seminars, road shows, business development Conference, G2B Conference etc.

To meet out the above objectives, PICTC intends to engage a Knowledge Partner for Investment Promotion of Punjab. The Knowledge partner shall coordinate with various departments and stake holders including Tourism, Health, Power, Local Government, Housing and Urban Development, Forest, Labour and Factories, Technical Education, Industries & Commerce, Revenue, Excise and Taxation etc.

1.1. Request for Proposal

PICTC invites Request for Proposal (**RFP**) (the “**Proposals**”) for selection of Knowledge Partner (the “**Bidder**”) to undertake the assignment as defined on the Terms and Conditions mentioned in this RFP document through an open competitive bidding process in accordance with the procedure set out herein.

1.2. Procurement of RFP Document

RFP document can be downloaded from the official website of PICTC at [http://www.punjabinfotech.gov.in /](http://www.punjabinfotech.gov.in/)

1.3. Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the “**PDD**”).

1.4. Brief description of the Selection Process

PICTC has adopted a single stage of bidding process with a Quality and Cost Based System (QCBS) having two stages of evaluation (collectively the “**Selection Process**”) in evaluating the Proposals. In the first stage of evaluation, a technical evaluation will be carried out as specified in Clause 4.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as RFP for Selection of Knowledge Partner for Investment Promotion Campaign of Punjab. In the second stage, a financial evaluation will be carried out as specified

in Clause 4.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 4.4. The first ranked Applicant (the “**Selected Applicant**”) may, if necessary, be invited for clarifications and reconfirmation of commitments and its obligations under this RFP, while the second ranked Applicant will be kept in reserve.

1.5. Currency Conversion rate and payment

All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP.

1.6. Schedule of selection Process.

As per data sheet

1.7. Communications

All communications including the submission of proposal should be addressed to :

The Managing Director

Punjab Information & Communication Technology Corporation Ltd

Udyog Bhawan, 18 Himalaya Marg Sector 17 Chandigarh

www.punjabinfotech.gov.in

All Communication, including the envelopes, should contain the following information, to be marked at the top in bold letters :

“Selection of Knowledge Partner for Investment Promotion Campaign “

2. INSTRUCTION TO BIDDERS

A. GENERAL

2.1. Scope of Proposal

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

2.1.2. Bidders are advised that the selection of Knowledge Partner shall be on the basis of an evaluation by PICTC through the Selection Process specified in this RFP.

Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the PICTC's decisions are without any right of appeal whatsoever.

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

2.2. Conditions of Eligibility of Bidders

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

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

- (i) A minimum consulting/knowledge partner experience of 5 years
- (ii) Experience of at least 1 (one) long term (minimum 6 months) projects in India as Lead Consultant/Consultant/Knowledge Partner for State Governments or their agencies involving Investment Promotion Program Management

Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company to be enclosed in support of projects. Only those projects will be considered for eligibility and evaluation in which at least six months experience has been earned by 31st May 2013.

- (iii) Experience of at least 1 (one) Global Investment Meet in India as Lead Consultant/Consultant/ Knowledge Partner involving Investment Promotion Program Management for state governments

Documents viz. Letter of Award/Agreement, duly certified by the authorized

signatory of the bidding company/ to be enclosed in support of conducted Conference.

- (iv) Should have offices in at least 10 countries preferably USA, UK, Europe, China Australia, Singapore/Hong-Kong, Japan, South Korea, Taiwan, and Middle East along with atleast four metro cities in India
- (v) Should have average turnover of Rs. 3 00 Crore (or equivalent in foreign currency) in previous three financial years exclusively from operations in providing consultancy services.

2.2.3. The Applicant should submit a Power of Attorney, as per the format Appendix III-3. However, In case the Proposal is signed by an authorized signatory on behalf of the bidder, a copy of appropriate resolution certified by Company Secretary conveying such authority may be enclosed in lieu of the power of Attorney.

2.2.4. Any entity which has been barred by the Central/State Government in India or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal.

2.3. Conflict of Interest

The selected Bidder shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The team deployed by Knowledge Partner shall not engage in consulting activities that conflict with the interest of the PICTC under this Agreement and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services under the ongoing contract. The team engaged for this assignment should not be deployed in similar nature of assignment of any other state. It should be the requirement of the assigned works that the Knowledge Partner should

provide professional, objective and impartial advice and at all times hold the PICTC's interests paramount, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.

2.4. Number of Proposals

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

2.5. Cost of Proposal

2.5.1. Cost of Proposal

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

2.5.2. Cost of RFP Document

The RFP Document can be purchased from the office of PICTC, Udyog Bhawan; 18 Himalaya Marg; Sector 17; Chandigarh; India at the cost of Rs. 5000/- in the form of Demand Draft of any nationalized/scheduled bank in favor of PICTC payable at Chandigarh. The RFP document can also be downloaded from the website www.punjabinfotech.gov.in however while submitting the proposal it should be accompanied with a demand draft of Rs. 5000/-. The proposal without the cost of the document will not be considered for evaluation.

2.6. Acknowledgement by Applicant

It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) Made a complete and careful examination of the RFP;
- (b) Acknowledged that it does not have a Conflict of Interest; and
- (c) Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7. Right to reject any or all Proposals

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

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

- (a) At any time, a material misrepresentation/unfair means is made or uncovered, or
- (b) The Bidder does not provide, within the time specified by the PICTC, the supplemental information sought by the PICTC for evaluation of the Proposal.

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

B. DOCUMENTS

2.8. Contents of the RFP

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

RFP

1. Introduction
2. Instructions to Bidders
3. Terms of Reference (TOR)

4. Criteria and Procedure of Evaluation

Schedule

Appendices

Appendix-I: Technical Proposal

- Form 1 : Letter of Proposal
- Form 2 : Particulars of the Bidder
- Form 3 : Financial Capacity of the Bidder
- Form 4 : Experience as knowledge partner
- Form 4(A) : Experience as knowledge partner
- Form 4(B) : Experience as knowledge partner
- Form 5 : Write up on Project Conceptual Clarity and Approach
- Form 6 : CVs of proposed Team Members
- Form 7 : Composition of the Team and Task(s) of Team Members

Appendix – II: Financial Proposal

- Form 1 : Financial Proposal

Appendix-III

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

2.9. Clarifications

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

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

2.10. Amendment / Modification of RFP

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

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

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

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.11. Language

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

2.12. Format and signing of Proposal

2.12.1. The Bidder shall provide all the information sought under this RFP. The PICTC would evaluate only those Proposals that are received in the specified forms

and complete in all respects.

2.12.2. The Bidder shall prepare one original set of the Documents comprising separate sealed envelopes containing the technical (with originals/ copies of documents required to be submitted along therewith pursuant to this RFP) and financial proposal, clearly marked as Technical Proposal and Financial Proposals. Both these envelopes will be placed in a single envelope clearly marked "ORIGINAL". In addition, the applicant shall submit 1 (one) copy of only the Technical Proposal marked "COPY" and not the copy of Financial Proposal in any case. The proposal will be submitted in accordance with the clause 2.15. In the event of any discrepancy between the originals and the copies, the original shall prevail.

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

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

2.13. Technical Proposal

2.13.1. Bidders shall submit the technical proposal in the formats at Appendix-I (the "**Technical Proposal**").

2.13.2. While submitting the Technical Proposal, the Bidder shall, in particular, ensure that CVs of team members duly signed by the authorized signatory have been submitted;

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

- 2.13.4. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.13.5. The PICTC reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Failure of the PICTC to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the PICTC there under.
- 2.13.6. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the PICTC without the PICTC being liable in any manner whatsoever to the Applicant or Consultant, as the case may be. In such an event, the PICTC shall forfeit and appropriate the performance Security and also pre-estimated compensation and damages payable to the PICTC as mutually agreed for, inter alia, time, cost and effort of the PICTC without any other right or remedy that may be available to the PICTC.

2.14. Financial Proposal

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

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

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), equipment, surveys, overhead charges viz. travelling, boarding and lodging and out of pocket expenses in India. The expenditure involved in lodging, fooding, travelling and other incidental charges during international roadshows would be met by PICTC as per the norms of Govt. of Punjab. The total amount indicated in the Financial Proposal shall be without any condition and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses and tax liabilities including Service Tax. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
- (iii) Costs shall be expressed in INR.

2.15. Submission of Proposal

2.15.1. The Bidder shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be signed by indelible ink by the Authorized Representative of the Bidder. The Bidder shall be responsible for its accuracy and correctness as per the version uploaded in the website by the PICTC and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the PICTC the later shall prevail.

2.15.2. The Proposal will be sealed in an outer envelope which will bear the address of the PICTC and mentioning the name and address of the Bidder. It shall also

bear on top, the following:

“Do not open, except in presence of the authorized representative(s) of the PICTC”

If the envelope is not sealed and marked as instructed above, the PICTC assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

2.15.3. The aforesaid outer envelope will contain two separate sealed envelopes; one clearly marked **“Technical Proposal”** and the other clearly marked **“Financial Proposal”**. The envelope marked “Technical Proposal” shall contain:

- (a) Application in the prescribed format (Form 1 of Appendix-I) along with Forms 2 to 7 of Appendix-I and supporting documents;
- (b) C.A Certificate of average turnover for the preceding three years as mentioned in this document according to the clause 2.2.2; and
- (c) EMD as specified in Clause No. 2.19.1 in a separate sealed envelope
- (d) Demand draft for the Cost of RFP Document if downloaded from web site or copy of the receipt if purchased from PICTC as specified in Clause No 2.5.2 in a separate sealed envelope.

The envelope marked “Financial Proposal” shall contain the financial proposal in the prescribed format (Form 1 of Appendix-II).

2.15.4. The Technical Proposal and Financial Proposal shall be typed and signed by the authorized signatory of the Bidder. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by in indelible ink by the person or persons signing the Proposal.

2.15.5. The completed Proposal must be delivered on the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.15.6. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.

2.15.7. The Financial proposal shall be firm throughout the period of performance of the assignment up to and discharge of all obligations of the Consultant under the Agreement.

2.16. Proposal Due Date

2.16.1. As per control sheet

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

2.17. Late Proposals

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

2.18. Modification/ substitution/ withdrawal of Proposals

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

2.19. Earnest Money Deposit (EMD)

2.19.1. The Bidder shall furnish as part of its Proposal, an EMD of Rs. 5,00,000/- (Rs. Five lakhs) in the form of Demand Draft of any scheduled bank in favor of PICTC payable at Chandigarh.

2.19.2. Any Proposal not accompanied by the EMD shall be rejected by the PICTC as non-responsive.

2.19.3. The PICTC shall not be liable to pay any interest on the EMD and the same shall be interest free.

2.19.4. The Bidder, by submitting its proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the PICTC's any other right or remedy hereunder or in law or otherwise, the EMD shall be forfeited and appropriated by the PICTC under the following conditions:

- (a) If a Bidder engages in any of the Prohibited Practices; or follow unfair means
- (b) If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time; or
- (c) If the Selected Bidder fails to clarify or reconfirm its commitments as required vide Clause 2.22.1
- (d) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement as specified in Clause 2.28; or
- (e) If the Bidder is found to have a Conflict of Interest as specified in Clause 2.3.

D. EVALUATION PROCESS

2.20. Evaluation of Proposals

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

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

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

- (a) It is received in the form specified at Appendix-I (Technical Proposal);
- (b) It is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.16;

- (c) It is accompanied by the EMD as specified in Clause 2.19.1.
- (d) It is accompanied by demand draft for the Cost of RFP document if it is downloaded from web site or copy of the receipt if it is purchased from PICTC
- (e) It is signed, sealed, hard bound and marked as stipulated in Clause 2.12 and 2.15;
- (f) It is accompanied by the Power of Attorney as specified in Clause 2.2.3;
- (g) It contains all the information (complete in all respects) as requested in the RFP;
- (h) It does not contain any condition or qualification; and
- (i) It contains documentary evidence for experience in related projects viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company as per para 4.1
- (j) It is non-responsive in terms hereof.

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

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

2.20.6. After the technical evaluation, the PICTC would prepare a list of shortlisted Bidders for opening of their Financial Proposal, who would be communicated by E-mail/Fax/Phone. The opening of Financial Proposals shall be done in presence of representatives of Bidders who choose to be present. The PICTC will not entertain any query or clarification from Bidders who fail to qualify at

any stage of Selection Process. The financial evaluation and final ranking of the Proposals would be carried out in terms of Clause 4.3 and 4.4.

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

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

2.21. Confidentiality

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

2.22. Clarifications

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

2.22.2. If a Bidder does not provide clarifications sought under Sub-Clause 2.22.1

above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the PICTC may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the PICTC.

E. APPOINTMENT OF KNOWLEDGE PARTNER

2.23. Selected Bidder

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

2.24. Substitution of Key Personnel

The PICTC will not normally consider any request of the Selected Bidder for substitution of Key Personnel. Substitution, will, however be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the PICTC.

2.25. Indemnity

The knowledge Partner will indemnify PICTC for any direct loss or damage that is caused due to the knowledge Partner’s fraud, willful misconduct, gross negligence, breach of confidentiality or breach of third party intellectual property right or in the performance of the services.

2.26. Award of Work

After selection, a Letter of Award (the “LOA”) shall be issued by the PICTC to the Selected Bidder and the Selected Bidder shall, within 3 (three) days of the receipt of the LOA accept the same. In the event of non- receipt of acceptance

of the LOA by the Selected Bidder by the stipulated date, the PICTC may, unless it consents to extension of time for submission thereof, forfeit the EMD of such Applicant, and the next eligible Bidder may be considered.

2.27. Performance Security

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

2.28. Execution of Agreement

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

2.29. Penalty Clause:

- 2.29.1. If the progress of assignment is found to be non-satisfactory or delayed at any point of time, PICTC reserves the right to impose penalty. The total amount of penalty shall not exceed 10% of total assignment fee. PICTC reserves the right to invoke the performance bank guarantee once the penalty has been imposed and agreed upon due to various identified reasons.

F. FORCE MAJEURE

2.30. Definition

- (a) For the purposes of this assignment, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.31. Breach of Agreement

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

mentioned in clause 3.5 and not rectifying the default within 30 days of being notified about the default.

2.32. Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.33. Payments

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

2.34. Consultation

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

2.35. Suspension of Agreement

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

2.36. Termination of Agreement

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

- 2.36.1 The qualified Bidder fails to perform any of the obligation(s) under the Contract.
- 2.36.2 If the Bidder is in material breach of the agreement.

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

G. DISPUTES RESOLUTION

2.37. Amicable Settlement

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

2.38. Arbitration

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

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

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

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

H. KNOWLEDGE PARTNER'S PERSONNEL

H.1 The Knowledge Partner shall employ qualified and experienced Personnel to carry out the services as given in TOR for the following roles

1. Team Leader
2. Investment Promotion Expert
3. Policy Expert

4. Regulatory Environment Expert
5. Industry Related Sector Specific Experts

- H.2 There should be 5 professionals in the team during the first phase which will be up to organizing Punjab Investors summit 2013 and total of 6 professionals in phase 2 (including 5 in Phase 1) thereafter which will also include regulatory reform, institutional capacity building and organizing Punjab Investors Summit 2014. In addition, sub key personnel shall be added from time to time in particular sufficient number of persons should be added before and during each summit. Atleast two persons should be stationed at Chandigarh during the period of assignment.
- H.3 The Knowledge Partner shall not change any person whose Curriculum Vitae (CV) has been submitted, without prior permission of PICTC Sub key personal may be changed according to the convenience of the bidder. Substitution, will, however be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the PICTC. The PICTC expects all the Key Personnel to be available during Implementation of the Agreement.
- H.4 The aggregate liability of the consultant under this agreement or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total assignment fee hereunder unless otherwise it is decided by any competent court or under arbitration.

I. MISCELLANEOUS

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

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

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

- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Bidder in order to receive clarification or further information;
- (c) retain any information and/or evidence submitted to the PICTC by, on behalf of and/or in relation to any Bidder; and/or
- (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

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

J. PAYMENT TO SELECTED BIDDER

The payment of fee shall be made as under:

Sr.No.	Stage	Percentage of fee Quoted
I.	Mobilization	10%
II.	Successful completion of Punjab Investment Summits	
	Punjab Investment Summit -1	15%
	Punjab Investment Summit -2	15%
III.	Quarterly Payments	
	Eight (8) quarterly payments of 6% each will be paid during the assignment period of 24 months.	48%
IV	Completion of the assignment	12%
	Total:	100%

Note(s):

1. For the purpose of payment regarding Punjab Investment Summit I the payment shall be made as Under

Criteria	Numbers	Payment percentage of Serial II (Above table)
Minimum CXO/Director level officials attending the summit	100	100%
Minimum CXO/Director level officials attending the summit	75-99	75%
Minimum CXO/Director level officials attending the summit	50-74	50%

2. For the purpose of payment regarding Punjab Investment Summit II the payment shall be made as under

Criteria	Numbers	Payment percentage of Serial II (Above table)
Minimum CXO/Director level officials attending the summit	150	100%
Minimum CXO/Director level officials attending the summit	100-149	75%
Minimum CXO/Director level officials attending the summit	75-99	50%

3. The payment on completion of assignment shall be made in the following manner.

Criteria	Numbers	Payment percentage of Serial IV(Above table)
Minimum of MOUs with Companies	60 & Above	100%
Minimum of MOUs with Companies	41-59	75%
Minimum of MOUs with Companies	<40	50%

The MOU should have the following minimum FCI (Excluding investment in land) proposal as per the sectors

Manufacturing/Reality Sector	Rs 100 Cr and above
Food processing /Agro / Service Sector	Rs 25 Cr and above
IT Services /ITES	Rs 10 Cr and above

4. Extension of Scope of Work – payment for any additional work beyond 24 months will be paid on pro data basis for quarterly payments as mutually agreed by both parties.
5. In case the project is shelved at any stage before 40% of Total Fee is payable/paid, then an additional 5% of the total fee will be paid as drop dead fee.

3. TERMS OF REFERENCE (TOR) FOR SELECTION OF KNOWLEDGE PARTNER

3.1. Background

Today the state of Punjab is a paradigm of economic development with its growing GSDP and per capita incomes greater than national averages. The state boasts of robust physical infrastructure coupled with sound social infrastructure.. The state has witnessed a considerable increase in the number of industrial clusters and hubs and Public private partnerships (PPP) have been encouraged in the sector. The state offers a wide range of subsidies, fiscal and policy incentives as well as assistance for businesses under the recently announced Industrial Policy 2013. Additionally, the state has sector-specific policies for textiles, IT and agro-based industries.

The GSDP of Punjab at constant prices (2004-05) was INR 1,64,575 Crore in 2012-13 and the per capita income at constant prices (2004-05) was INR 46,688 vis-à-vis INR 38,005 at national level in 2012-13. The compound

annual growth rate (CAGR) of GSDP between 2004-05 to 2012-13, has been around 8%. At a CAGR of around 18%, the secondary sector has been the fastest growing among the three sectors from 2004-05 to 2012-13. The growth has been driven by manufacturing, construction and electricity, gas & water supply

Punjab is now keen to march on the path of infrastructure and industrial growth and various initiatives like new manufacturing policy, a special package to traditional small-scale industries, liberal fiscal incentives to the industrial units with a special focus on employment generation for Punjabi youth are on the anvil.

To promote, publicize the new policies and to provide the employment to its broad human resource base, the state intends to chart out a vigorous Investment promotion program. With this it wants to do overall private sector development in the state along with improving business regulatory environment, enhancing ease of doing business, approach national and global potential investors and to attract the capital for rapid industrialization. In this regard the state of Punjab is keen to engage Knowledge Partner facilitation of Private Investments, Improving Business Environment in Punjab and organizing Punjab Investors Summit to be organized in 2013 and 2014.

3.2. Objective

The broad objective of the assignment is to promote Punjab state as a preferred investment destination in the country.

- (i) To develop the investment promotion strategy, programme and action plan for Punjab
- (ii) To recommend reforms in the policy, institutional and business regulatory framework of the state
- (iii) To support the implementation of Policy reforms and initiatives of the Govt. of Punjab in each regulatory department/ agency.

- (iv) To undertake institutional strengthening and capacity building of Udyog Sahayak (Bureau of Investment Promotion)

3.3. Scope of Work

The Scope of work shall include the following:

- (i) To design and develop the investment promotion strategy/program and action plan for Punjab for focus sectors.
- (ii) Design and Develop proposals for reforms in the policy, institutional and business regulatory framework of the state and for institutional strengthening and capacity building of Udyog Sahayak (Bureau of Investment Promotion)
- (iii) Designing and developing knowledge content for collaterals and publicity materials for each agency
- (iv) Organising Punjab Investor Summit and defining roadmap, goals, action plan and approach for each.
- (v) Follow up action of Punjab Investor summit and Tracking investors, investments and Progress of MoUs
- (vi) Designing conceptual framework for providing Investor Tracking system and supporting its implementation.
- (vii) Assist Govt. of Punjab in grounding of investment after the Punjab Investment summits.

3.4. Tasks

Tasks are divided into two phases:

Phase I

- (i) To Draft a strategy and action plan for undertaking investment promotion activities in Punjab identifying 4-5 focus/key sectors to be promoted in the first Punjab Investors summit and additional Focus/ key sectors to be promoted in the second Conference.
- (ii) Preparation of a budget estimate for whole program duration

- (iii) Identify and profile projects in focus sector for their promotion (maximum 10 per sector)
- (iv) Undertaking activities for assisting PICTC for the overall coordination of the investment campaign
- (v) Preparing various marketing tools and other publicity material (such as Pitch Presentations and Brochures) for the State and for focus sectors (maximum 5), project profiles (maximum 10 profiles in each sector).
- (vi) To identify, attract, approach and invite potential investors from various states and countries for focus sectors and projects.
- (vii) Assisting in conducting road shows (maximum 3 domestic road shows and international road shows in 2 countries taking business delegation to appropriate national and international locations, preparing delegation kits and presentations
- (viii) Coordinating with the state for fixing meetings with private sector companies and business/industrial associations etc during and before business delegations
- (ix) Preparation of knowledge content for event specific collaterals, invitation letters and event flyer
- (x) Assisting in planning the sessions, seminars, scheduling the topics, preparation of background papers, identification of speakers, inviting and approaching the speakers etc.
- (xi) Identifying and approaching potential partner organizations, agencies for the Punjab Investors' summit
- (xii) Organizing B2G and B2B meetings in various events
- (xiii) Prepare Govt. department officers with the possible questions and answers during various investors' interactions
- (xiv) Prepare various presentations for investor meetings
- (xv) Documenting main highlights and features of the Meet and suggesting follow-up action plan
- (xvi) Documentation of minutes of the meetings of B2G meetings
- (xvii) Collection of all the materials circulated by various industrial groups,

agencies during the Meet

- (xviii) Follow up with the interested companies to attract investments
- (xix) Coordination with different Government departments for conceptualizing framework for Investor Tracking System and assisting in its implementation.
- (xx) Prepare a plan for institutional strengthening and capacity development of the agencies as defined in A.4 introduction Chapter.
- (xxi) Business process study for development of system for assessment of investment applications, approvals and post approval follow up
- (xxii) Assist in selection of an event manager, media consultant and website developer to support the investment summits
- (xxiii) Organizing the Punjab Investors Summit in 2013

Phase 2:

In addition to the Tasks of Phase I that shall continue the tasks for phase II are

- (xxiv) Assistance for Investment Promotion and Monitoring & Follow-up for grounding of Investment Interests/ MoUs
 - Identify and assess the implementation issues for the projects/ Investment Interests/ MoUs generated during the Meet and organize one-to-one meeting with the investors and govt. officials to resolve the same
 - Update the status of implementation of MoUs in Investment Tracking System
 - Follow-up regularly with investors by establishing a single point contact
 - Assist the high level committee(s) formed in identifying bottlenecks in implementation of MoUs signed during Meet and facilitation in fast track implementation
 - Support various departments for Investment Promotion and investor outreach for creating fresh pipeline in identified non-core sectors

- Implementation assistance for monitoring private sector investments from lead generating to production with focus on employment generated
- (xxv) Review Policy & Action Plan and support monitoring and implementation
- (xxvi) Support implementation and roll out of the web-based Investor Tracking System
- (xxvii) Organizing the Punjab Investors Summit in 2014

3.5. SLAs- Deliverables & Timeline

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

Sr.No	Work products / Milestones	Time Line	Remarks
1	Project Start date	Day zero	
2	Presentation on Investment Promotion program strategy and action Plan for 4-5 focus sectors	Within 10 days from Day Zero	
3	Monthly status report	Within 7 days after the end of every month	
4	Presentation on action plan for Punjab Investors' summit 2013	Within 15 days from Day Zero	
5	Final submission of knowledge content including project profiles	Within 30 days from zero date	
6	Final submission of State pitch and 4-5 sector pitch presentations	Within 40 days from Day Zero	
7	Approaching the potential investors, business associations, country mission and follow-up status report	Within 60 days from Day zero	

Sr.No	Work products / Milestones	Time Line	Remarks
8	Organizing national and international business delegations (3 domestic roadshows and international roadshows in 2- two countries.	Upto 1 month before Punjab Investor Summit 2013	At each road show: Presence of at least 25-30 senior level (CEO/COO/Director of A Class Companies*) executives at group meetings. At least 10 one to one meetings with investors.
9	Punjab Investors' Summit 2013	Within 5 months from Day zero	Presence of at least 100 investors (CEO/COO/CF O/Director of A Class Companies*) from India and abroad
10	Follow-up action plan after the Meet	Within 15 days after the Punjab Investors Summit	
11	Status Report on Investor tracking covering implementation issues, status of implementation of MoUs.	Every month after the Punjab Investors summit 2013	
12	Review of Investment /Industrial Policy 2013 and action plan for policy amendment/formulation	Within 6 months from Day Zero	
13	Institutional Strengthening and Capacity development Plan for Udyog Sahayak (Bureau in Investment promotion)	Within 7 months from Day Zero	
14	Best practices report for investment approval/ Single Window system in India	Within 8 months from Day Zero	
15	Inventory of business processes/licenses and action plan for regulatory simplification	Within 9 months from Day Zero	
16	Detailed business process study and recommendations for each regulatory agencies.	Within 12 months from Day Zero	
17	Presentation on action plan for Punjab Investors' summit 2014	Within 7 months from Day Zero (within 2 months of Punjab Investors' summit 2013)	
18	Final submission of knowledge content including project profiles for 8-9 sector brochures (Word format)	With in 8 months from day zero (within 3months of Punjab Investors Summit)	

Sr.No	Work products / Milestones	Time Line	Remarks
19	Final submission of State pitch and 8-9 sector pitch presentations (PPTs)	Within 8 months from day zero (within 3months of Punjab Investors Summit)	
20	Approaching the potential investors, business associations, country mission and follow-up status report	Within 12 months from Day Zero (within 5 months of Punjab Investors' summit 2013)	
21	Organizing national and international business delegations (4 domestic roadshows and international roadshows in 3 countries)	Starting 6 months prior to the Punjab Investors summit 2014	At each road show: Presence of at least 25-30 senior level (CEO/COO/Director of A Class Companies*) executives at group meetings. At least 10 one to one meetings with investors. (CEO/COO/Director) A Class Companies*
22	Punjab Investors' summit 2014	Within 17 months from Day Zero (within 12 months of Punjab Investors' summit 2013)	Presence of at least 150 investors from India and abroad from A Class companies.
23	Follow-up action plan after the Punjab Investors' summit 2014	Within 1 month after the Punjab Investors summit 2014	
24	Follow up action taken report	Three month after Punjab Investor Summit 2014	
25	Comprehensive assignment report	Within 5 months of the summit 2014	
26	Updation and Validation of All data record	Between 20-24 months	
27	Support for execution of MOUs from outside Punjab and Chandigarh	Assignment period	Minimum 60 MOUs during assignment period.

* A Class Companies must be companies with annual turnover exceeding Rs 100 Cr.

Day Zero shall be 7th day after date of execution of Agreement. The time line and definition of Deliverables can vary as per the action plan to be defined by the Knowledge Partner.

The Consultant shall hand over soft copies and 2 sets of hard copies of all the deliverables of the assignment as per time line, which will be the property of PICTC.

To carry out its work smoothly and delivering as per mentioned time line above the Consultant shall have full support and cooperation from Government of Punjab in terms of prompt feedback, timely review of deliverables, sending of communications to investors, delegations and other stake holders as required for the success of the Campaign (from the Chief Minister's Office, Chief Secretary's Office, Principal Secretary Industries' and PICTC's office and any other relevant / stake holder government department and offices as may be applicable)

4. CRITERIA AND PROCEDURE OF EVALUATION

4.1. Evaluation criteria for Technical Proposal

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

CRITERIA	MAXIMUM MARKS
1. EXPERIENCE IN RELATED PROJECTS	55
Total Consulting / Knowledge Partner experience {For minimum experience of 5 years 5 marks will be awarded; for every additional 1 year's experience over minimum eligibility condition of 5 years, 0.5 marks shall be awarded}	10
<p>Experience of an (minimum 6 months) projects in India as Lead Consultant / Consultant / Knowledge Partner for State Governments or their agencies involving Investment Promotion Program Management</p> <p>Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company to be enclosed in support of projects. Only those projects will be considered for eligibility and evaluation in which at least six months experience has been earned by 31st May, 2013</p> <p>{For every (minimum 6 months) project in as Lead Consultant / Consultant / Knowledge Partner for State Governments or their agencies involving Investment Promotion Program Management, 3 marks shall be awarded}</p>	15
<p>Experience of at least 1 (one) an (minimum 6 months) projects in India as Lead Consultant/Consultant/Knowledge Partner for State Governments or their agencies involving business regulatory reform</p> <p>Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company to be enclosed in support of projects. Only those projects will be considered for eligibility and evaluation in which at least six months experience has been earned by 31st May, 2013</p> <p>{For every an (minimum 6 months) project in as Lead Consultant / Consultant / Knowledge Partner for State Governments or their agencies involving or their agencies involving business regulatory reform 5 marks shall be awarded}</p>	5

Experience of Global Investment Meet projects in India in as Lead Consultant / Consultant / Knowledge Partner involving Investment Promotion Program for state governments {For every Global Investment Meet in India as Lead Consultant / Consultant / Knowledge Partner involving Investment Promotion Program, 5 marks shall be awarded}	25
2. PROJECT CONCEPTUAL CLARITY AND APPROACH	10
3 Highlights of the Presentation	15
4.PROJECT TEAM COMPOSITION	20
5.TOTAL	100

4.2. Evaluation of Technical Proposal

1. The minimum Technical Qualification score for the bidder to be qualified is 60% for opening of Financial Bid.
2. The evaluation procedure for **PROJECT CONCEPTUAL CLARITY AND APPROACH** criteria will be as under

Evaluation of Write Up	Marks
Write Up not submitted	0
Write Up is below the expected requirement of the project	0.5
Write Up meets the expected requirement of the project	1
Write Up exceeds the expected requirement of the project	1.5
Write Up far exceeds the expected requirement of the project	2

3. The qualified bidders would be required to make a **PRESENTATION** on technical proposal to PICTC and submit 5 hard copies before the presentation. The presentation will broadly cover the following parameters and will carry three marks each
 - ▶ Implementing similar events/ assignments. (MoUs Signed, Investment Catalysed and Reforms undertaken)
 - ▶ Strategy for achieving objectives of similar assignments.
 - ▶ Quality of Knowledge content prepared
 - ▶ Understanding the business regulatory framework
 - ▶ Understanding Policy issues and organization capacity building.

Evaluation of Presentation	Marks
Not satisfactory	0
Below expectation	1
Satisfactory	2
Exceeds Expectation	3

4. The evaluation procedure for **PROJECT TEAM COMPOSITION** criteria will be adopted for key staff proposed by the bidder for the project. The team necessarily should comprise of
- (i) Team Leader with experience of at least 2 long term (more than six months) Investment Promotion projects and with sufficient Total consulting experience (Maximum of 10 marks for Team Leader)
 - (ii) Investment Promotion Expert
 - (iii) Policy Expert
 - (iv) Regulatory Environment Expert
 - (v) Industry Related Sector Specific Experts
 - ▶ All the above team members need not to be put separately but as a whole it should have above mentioned expertise.
 - ▶ Each team member must have at least 3 years of experience in Consulting. CVs of at least 6 proposed key team members should be submitted for evaluation. Evaluation for these criteria will be based on these 6 CVs. If more than 6 CVs are submitted for the core project team then the CVs of senior most members will be considered for evaluation.
 - ▶ The Knowledge Partner shall deploy a dedicated team of 5 members during phase 1 (as defined in section 3.3) and of 5 members during phase 2 (as defined in section 3.3) of Campaign, atleast stationed at Chandigarh.
5. The Bidder shall be selected on the basis of QCBS Method, whereby technical proposal will be allotted weightage of 70% and financial proposal

will be allotted weightage of 30%. The proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to their bid. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

4.3. Evaluation of Financial Proposal

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

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

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

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

4.4. Combined and Final Evaluation

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

$$S = ST \times 0.70 + SF \times 0.30$$

Where S is the combined score.

4.4.2. The Selected Bidder shall be the First Ranked Bidder (having the highest combined score). The Next Ranked Bidder shall be kept in reserve and may

be invited for negotiations in case the selected Bidder withdraws, or fails to comply with the requirements specified in this document.

TECHNICAL PROPOSAL
(See Clause 2.1.3)

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

Dated:

The Managing Director,
PICTC
Udyog Bhawan;
18 Himalaya Marg; Sector 17;
Chandigarh; India

Sub: Selection of Knowledge Partner for An Investment Promotion Campaign of Punjab

Dear Sir,

1. With reference to your RFP document dated....., we, having examined the Bidding Documents and understood their contents, hereby submit our Proposal for the aforesaid Assignment. This proposal is unconditional.
2. All information provided in the Proposal and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for undertaking the Assignment.
4. We shall make available to the PICTC any additional information it may find necessary or require to supplement or authenticate the Bid.
5. We acknowledge the right of the PICTC to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. We declare that:
 - a. We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the PICTC.

- b. We do not have any conflict of interest in accordance the RFP document;
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the PICTC or any other public sector enterprise or any government, Central or State; and
 - d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Assignment, without incurring any liability to the Bidders, in accordance with the RFP document.
 9. We declare that we are not a Member of any other firm submitting a Proposal for the Assignment.
 10. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
 11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 12. We certify that we have not barred by any State/ Central Government of India or any entity controlled by them from participating in any project , and if the bar subsists on the date of proposal we will not be eligible to submit the proposal
 13. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
 14. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the PICTC of the same immediately.
 15. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the

PICTC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Assignment and the terms and implementation thereof.

16. In the event of our being declared as the successful Bidder, We agree to enter into an Agreement in accordance with the draft that has been provided to us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
17. We have studied all the Bidding Document carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the PICTC or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession
18. The Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement.
19. We offer an EMD of Rs. 5,00,000/-(Five Lakhs only) to the PICTC in accordance with the RFP Document.
20. The EMD in the form of a Demand Draft is attached.
21. We agree and understand that the Proposal is subject to the provisions of the Bidding Document. In no case, we shall have any claim or right of whatsoever nature if the assignment is not awarded to us or our Proposal is not opened.
22. We agree to keep this offer valid for 90 (Ninety) days from the Proposal Due Date specified in the RFP.
23. We agree and undertake to abide by all the terms and conditions of the RFP document.

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

Yours faithfully,

Date:

(Signature of the Authorized signatory)

Place:
signatory)

(Name and designation of the of the Authorized

Name and seal of Bidder

**Form-2
Particulars of Bidders**

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

Name:

Designation:

Contact tel. No. :

Mobile no.:

Fax no.:

Email ID

Postal address:

(Signature of Authorized signatory)

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

Particulars	Rupees in Crores		
	2009-10	2010-11	2011-12
Turnover/income exclusively from operations in providing services as lead consultant/ knowledge partner			
Average Turnover for 3 year			

(Signature of Authorized signatory)

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

Signature, Address, Seal & Membership No. of Chartered Accountant

Form-4
(See Clause 2.2.2)
Experience as Knowledge Partner

Experience of An (minimum 6 months) projects in India in as Lead Consultant / Consultant / Knowledge Partner for State Governments or their agencies involving Investment Promotion Program Management

Year	No. of Assignment	Name of the client	Description of event/assignment including location	Duration of assignment	Cost of assignment	Focus sectors	No. of delegates
Year 1							
Year 2							
Year 3							
Year 4							
.							
.							
2012-13 (Upto 31.3.2013)							

This is to certify that the above information has been examined by us on the basis of Letter of Award/Agreement for the assignments & other relevant information, in support of projects in which at least six months experience has been earned by 31st May, 2013 and found correct.

(Signature of the Authorized Signatory)

Note- Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company to be enclosed in support of projects. Only those projects will be considered for eligibility and evaluation in which at least six months experience has been earned by 31 May 2013.

Form-4 (A)
(See Clause 2.2.2)
Experience as Knowledge Partner

Experience of at least 1 (one) an (minimum 6 months) projects in India as Lead Consultant/Consultant/Knowledge Partner for State Governments or their agencies involving regulatory reform

Year	No. of Assignment	Name of the client	Description of event/assignment including location	Duration of assignment	Cost of assignment	Focus sectors	No. of delegates
Year 1							
Year 2							
Year 3							
Year 4							
.							
.							
2012-13 (Upto 31.3.2013)							

This is to certify that the above information has been examined by us on the basis of Letter of Award/Agreement for the assignments & other relevant information, in support of projects in which at least six months experience has been earned by 31st May, 2013 and found correct.

(Signature of the Authorized Signatory)

Note-: Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company to be enclosed in support of projects. Only those projects will be considered for eligibility and evaluation in which at least six months experience has been earned by 31 May 2013.

Form-4 (B)
(See Clause 2.2.2)
Experience as Knowledge Partner

Experience of conducting Global Investment Meet in India as Lead Consultant/Consultant/ Knowledge Partner involving Investment Promotion Program for state governments.

Year	No. of Assignments	Name of the client	Description of event/assignment including location	Duration of assignment	Cost of assignment	Focus sectors
Year 1						
Year 2						
Year 3						
Year 4						
.						
.						
2012-13 (Upto 31.3.2013)						

This is to certify that the above information has been examined by us on the basis of Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company to be enclosed in support of conducted Conference and found correct.

(Signature of the Authorized Signatory)

Note:- Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company to be enclosed in support of conducted Conference.

Form – 5
Write up on Project Conceptual Clarity and Approach

In this write up the firm should propose the following

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

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

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address:

Form-6

CURRICULUM VITAE (CV) OF PROPOSED TEAM MEMBERS

Proposed Position:

.....

Name of Team Member:

.....

Designation:

.....

Date of Birth:

.....

Years with Firm/Entity: Nationality:

.....

Membership of Professional

Societies.....

Detailed Task Assigned:

.....

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

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

Note:-

Personnel is to affix his recent photograph on first page of CV.

Complete address and phone number of the Personnel is to be provided.

Document for proof of age is to be enclosed.

Document for proof of qualification is to be enclosed.

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

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

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

Certification

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

- (i) This CV correctly describes my qualifications and my experience.
- (ii) I am not employed by the Executing /Implementing Agency.
- (iii) I am / I am not in regular full-time employment with the Consultant or the Sub-Consultant.
- (iv) I am committed to undertake the assignment within the validity of Proposal.

Name & Signature Of the Key Personnel

Name & signature of the authorised signatory

Form-7**COMPOSITION OF THE TEAM AND TASKS OF TEAM MEMBERS**

Sl. No.	Name	Present Designation	Number of years in Payroll of the bidder	Minimum Qualification and Experience Required (In Years)	Proposed Position	Task Assigned

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

Name & signature of the authorised signatory

**APPENDIX - II
FINANCIAL PROPOSAL**

Form-1

Covering Letter

(On Bidder's letter head)

[Location, Date]

FROM: [Name of Bidder]

.....
.....

To

The Managing Director,

PICTC

Udyog Bhawan;

18 Himalaya Marg; Sector 17;

Chandigarh; India

Sub: Selection of Knowledge Partner for An Investment Promotion Campaign of Punjab

Dear Sir,

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

1. Our Financial Proposal shall be binding upon us up to the expiration of the validity period of the Proposal, i.e. (Date).
2. This financial proposal covers remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), equipment, surveys, overhead charges viz. travelling, boarding and lodging (other than international road shows) and out of pocket expenses. The Financial Proposal is without any condition.
3. The offer price quoted by us is inclusive of all not specifically mentioned in the

RFP document, but essential for successful completion of assignment.

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

Yours sincerely,

Authorized Signature: Name and Title of Signatory:
Name of Bidder: Address:

1. FORM OF AGREEMENT

Draft of Agreement

AGREEMENT FOR SELECTION OF KNOWLEDGE PARTNER FOR LONG TERM INVESTMENT

PROMOTION PROGRAMME OF PUNJAB

This AGREEMENT is made on the _____ day of the month of _____2012 between, **Punjab Information & Communication Technology Corporation Ltd (PICTC) also known as Punjab Infotech**, a Company registered under Companies Act, 1956 and having its office at Udyog Bhawan; 18 Himalaya Marg; Sector 17; Chandigarh; India (hereinafter referred to as "PICTC" which expression shall include its successors) of the first Part, and, M/s _____ (hereinafter referred to as the "Knowledge Partner" which expression shall include its successors) of the Second Part.

Whereas, PICTC has floated Request for Proposal No..... on date-----**.06.2013** for Selection of **Knowledge Partner** for Long Term Investment Promotion Programme of Punjab as defined in RFP document (hereinafter referred to as the "**Project**").

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

And whereas the PICTC, on acceptance of the aforesaid proposal of the **Knowledge Partner**, issued Letter of Award dated _____ (the "**LOA**") to the Knowledge Partner.

NOW, This AGREEMENT witnesses as follows:-

1. Definitions and Interpretation

1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning

hereinafter respectively assigned to them:

- a) "Applicable Laws" means the laws and any other instruments having the force of law in India as may be issued and be in force from time to time;
- b) "Agreement" means this Agreement, together with all the Annexure;
- c) "Effective Date" means the date on which this Agreement is executed.
- d) "Government" means the Government of Punjab
- e) "INR, Re. or Rs." means Indian Rupees;
- f) "Material breach" of Agreement shall mean not submitting any deliverable as mentioned in clause 3.5 and not rectifying the default within 30 days being notified about the default.
- g) "Personnel" means persons hired by the **Knowledge Partner** and assigned the performance of the Services or any part thereof;
- h) "Party" means the PICTC or the **Knowledge Partner**, as the case may be, and "Parties" means both of them;
- i) "Resident Personnel" means such persons who at the time of being hired by Knowledge Partner had their domicile inside India;
- j) "Services" means the work to be performed by the **Knowledge Partner** pursuant to this Agreement, as described in the Terms of Reference which is annexed herewith
- k) "RFP" means the Request for Proposal No. ----- dated .06.2013 in response to which the **Knowledge Partner's** proposal for providing Services was accepted;
- l) "Third Party" means any persons or entity other than the Government, the PICTC or the Knowledge Partner
- m) "Letter of Award" means Letter of Award No. ----- dated issued by PICTC to the Knowledge Partner

1.2 All terms and words not defined herein shall, unless the context otherwise requires,

have the meaning assigned to them in the RFP.

1.3 Any reference to "Clause" means clause of this agreement.

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

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

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

- a) Invitation for Proposals
- b) Scope of Work
- c) Instructions to Bidders
- d) Eligibility Criteria
- e) General Contract Conditions
- f) All Annexure, formats, amendments, supplements, corrigendum or clarifications, thereto and LOA.

3. The payment will be on actual work performed as per Financial bid received from the selected **Knowledge Partner** (Appendix A to this agreement) and the amount payable by PICTC in favor of M/S [insert full name of the company/vendor] will be worked out as per terms of payment stated in the RFP.

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

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

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

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

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

For and on behalf of PICTC:

 (Signature of Authorized
 Representative)
 (Name)
 (Designation)
 (Address)
 (Phone, Fax Nos.)

Witnesses:

1. Signature
 Name
 Address

2. Signature
 Name
 Address

ANNEXURE-A

Terms of Reference (TOR) for Selection of Knowledge Partner

1. Background

Today the state of Punjab is a paradigm of economic development with its growing GSDP and per capita incomes greater than national averages. The state boasts of robust physical infrastructure coupled with sound social infrastructure.. The state has witnessed a considerable increase in the number of industrial clusters and hubs and Public private partnerships (PPP) have been encouraged in the sector. The state offers a wide range of subsidies, fiscal and policy incentives as well as assistance for businesses under the recently announced Industrial Policy 2013. Additionally, the state has sector-specific policies for textiles, IT and agro-based industries.

The GSDP of Punjab at constant prices (2004-05) was INR 1,64,575 Crore in 2012-13 and the per capita income at constant prices (2004-05) was INR 46,688 vis-à-vis INR 38,005 at national level in 2012-13. The compound annual growth rate (CAGR) of GSDP between 2004-05 to 2012-13, has been around 8%. At a CAGR of around 18%, the secondary sector has been the fastest growing among the three sectors from 2004-05 to 2012-13. The growth has been driven by manufacturing, construction and electricity, gas & water supply

Punjab is now keen to march on the path of infrastructure and industrial growth and various initiatives like new manufacturing policy, a special package to traditional small-scale industries, liberal fiscal incentives to the industrial units with a special focus on employment generation for Punjabi youth are on the anvil.

To promote, publicize the new policies and to provide the employment to its broad human resource base, the state intends to chart out a vigorous Investment promotion program. With this it wants to do overall private sector development in

the state along with improving business regulatory environment, enhancing ease of doing business, approach national and global potential investors and to attract the capital for rapid industrialization. In this regard the state of Punjab is keen to engage Knowledge Partner facilitation of Private Investments, Improving Business Environment in Punjab and organizing Punjab Investors' summit to be organized in 2013 and 2014

2. Objective

The broad objectives of the assignment are:

- (i) To develop the investment promotion strategy/ program and action plan for Punjab
- (ii) To simplify the policy, institutional and business regulatory framework of the state
- (iii) Supporting implementation of the New Industrial Policy of the Govt. Of Punjab
- (iv) To undertake institutional strengthening and capacity building of Udyog Sahayak (Bureau of Investment Promotion)

3. Scope of Work

The Scope of work shall include the following:

- (i) To design and develop the investment promotion strategy/program and action plan for Punjab for focus sectors.
- (ii) Design and Develop proposals for reforms in the policy, institutional and business regulatory framework of the state and for institutional strengthening and capacity building of Udyog Sahayak (Bureau of Investment Promotion)
- (iii) Designing and developing knowledge content for collaterals and publicity materials for each agency
- (iv) Organising Punjab Investor summit and defining roadmap, goals, action plan and approach for each.
- (v) Follow up action of Punjab Investor summits and Tracking investors,

investments and Progress of MoUs

- (vi) Designing conceptual framework for providing Investor Tracking system and supporting its implementation.
- (vii) Assist Govt. of Punjab in grounding of investment after the Punjab investors' summits.

4.5. Tasks

Tasks are divided into two phases:

Phase I

- (i) To Draft a strategy and action plan for undertaking investment promotion activities in Punjab identifying 4-5 focus/key sectors to be promoted in the first Punjab Investors summit and additional Focus/ key sectors to be promoted in the second Conference.
- (ii) Preparation of a budget estimate for whole program duration
- (iii) Identify and profile a shelf of projects in focus sector for their promotion (maximum 10 per sector)
- (iv) Undertaking activities for assisting PICTC for the overall coordination of the investment campaign
- (v) Preparing various marketing tools and other publicity material (such as Pitch Presentations and Brochures) for the State and for focus sectors (maximum 5), project profiles (maximum 10 profiles in each sector).
- (vi) To identify, attract, approach and invite potential investors from various states and countries for focus sectors and projects.
- (vii) Assisting in conducting road shows (maximum 3 domestic road shows and international road shows in 2 countries taking business delegation to appropriate national and international locations, preparing delegation kits and presentations
- (viii) Coordinating with the state for fixing meetings with private sector companies and business/industrial associations etc during and before business delegations
- (ix) Preparation of knowledge content for event specific collaterals, invitation

letters and event flyer

- (x) Assisting in planning the sessions, seminars, scheduling the topics, preparation of background papers, identification of speakers, inviting and approaching the speakers etc.
- (xi) Identifying and approaching potential partner organizations, agencies for the Punjab Investors' summit.
- (xii) Organizing B2G and B2B meetings in various events
- (xiii) Prepare Govt. department officers with the possible questions and answers during various investors' interactions
- (xiv) Prepare various presentations for investor meetings
- (xv) Documenting main highlights and features of the Meet and suggesting follow-up action plan
- (xvi) Documentation of minutes of the meetings of B2G meetings
- (xvii) Collection of all the materials circulated by various industrial groups, agencies during the Meet
- (xviii) Follow up with the interested companies to attract investments
- (xix) Coordination with different Government departments for conceptualizing framework for Investor Tracking System and assisting in its implementation.
- (xx) Prepare a plan for institutional strengthening and capacity development of the agencies as defined in A.4 Introduction chapter.
- (xxi) Business process study for development of system for assessment of investment applications, approvals and post approval follow up
- (xxii) Assist in selection of an event manager, media consultant and website developer to support the investment summits
- (xxiii) Organizing the Punjab Investors Summit in 2013

Phase 2:

In addition to the Tasks of Phase I that shall continue the tasks for phase II are

- (xxiv) Assistance for Investment Promotion and Monitoring & Follow-up for

grounding of Investment Interests/ MoUs

- Identify and assess the implementation issues for the projects/ Investment Interests/ MoUs generated during the Meet and organize one-to-one meeting with the investors and govt. officials to resolve the same
- Update the status of implementation of MoUs in Investment Tracking System
- Follow-up regularly with investors by establishing a single point contact
- Assist the high level committee(s) formed in identifying bottlenecks in implementation of MoUs signed during Meet and facilitation in fast track implementation
- Support various departments for dedicated Investment Promotion and investor outreach for creating fresh pipeline in identified non-core sectors
- Implementation assistance for monitoring private sector investments from lead generating to production with focus on employment generated

(xxv) Review Policy & Action Plan and support monitoring and implementation

(xxvi) Support implementation and roll out of the web-based Investor Tracking System

(xxvii) Organising Punjab Investment Summit 2014

4. SLAs- Deliverables & Timeline

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

Sr.No	Work products / Milestones	Time Line	Remarks
1	Project Start date	Day zero	
2	Presentation on Investment Promotion program strategy and action Plan for 4-5 focus sectors	Within 10 days from Day Zero	
3	Monthly status report	Within 7 days after the end of every month	
4	Presentation on action plan for Punjab Investors Summit I	Within 15 days from Day Zero	
5	Final submission of knowledge content including project profiles	Within 30 days from zero date	
6	Final submission of State pitch and 4-5 sector pitch presentations	Within 40 days from Day Zero	
7	Approaching the potential investors, business associations, country mission and follow-up status report	Within 60 days from Day zero	
8	Organizing national and international business delegations (3 domestic roadshows and international roadshows in 2- two countries.	Upto 1 month before Punjab Investors' summit 2013	At each road show: Presence of at least 25-30 senior level (CEO/COO/Director of A Class Companies*) executives at group meetings. At least 10 one to one meetings with investors.
9	Punjab Investors' summit 2013	Within 5 months from Day zero	Presence of at least 100 investors(CEO/COO/CF O/Director of A Class Companies*) from India and abroad
10	Follow-up action plan after the Meet	Within 15 days after the Punjab Investors summit 2013	
11	Status Report on Investor tracking covering implementation issues, status of implementation of MoUs.	Every month after the Punjab Investors summit 2013	

Sr.No	Work products / Milestones	Time Line	Remarks
12	Review of Investment /Industrial Policy 2013 and action plan for policy amendment/formulation	Within 6 months from Day Zero	
13	Institutional Strengthening and Capacity development Plan for Uydog Sahayak (Bureau in Investment promotion)	Within 7 months from Day Zero	
14	Best practices report for investment approval/ Single Window system in India	Within 8 months from Day Zero	
15	Inventory of business processes/licenses and action plan for regulatory simplification	Within 9 months from Day Zero	
16	Detailed business process study and recommendations for each regulatory agencies.	Within 12 months from Day Zero	
17	Presentation on action plan for Punjab Investors' summit 2014	Within 7 months from Day Zero (within 2 months of Punjab Investors' summit 2013)	
18	Final submission of knowledge content including project profiles for 8-9 sector brochures (Word format)	With in 8 months from day zero (within 3months of Punjab Investors Summit)	
19	Final submission of State pitch and 8-9 sector pitch presentations (PPTs)	With in 8 months from day zero (within 3months of Punjab Investors Summit)	
20	Approaching the potential investors, business associations, country mission and follow-up status report	Within 12 months from Day Zero (within 5 months of Punjab Investors' Meet 2013)	
21	Organizing national and international business delegations (4 domestic roadshows and international roadshows in 3 countries)	Starting 6 months prior to the Punjab Investors summit 2014	At each road show: Presence of at least 25-30 senior level (CEO/COO/Director of A Class Companies*) executives at group meetings. At least 10 one to one meetings with investors. (CEO/COO/Director) A Class Companies*

Sr.No	Work products / Milestones	Time Line	Remarks
22	Punjab Investors' summit 2014	Within 17 months from Day Zero (within 12 months of Punjab Investors' summit 2013)	Presence of at least 150 investors from India and abroad from A Class companies.
23	Follow-up action plan after the Punjab Investors' summit 2014	Within 1 month after the Punjab Investors summit 2014	
24	Follow up action taken report	Three month after Punjab Investor Summit 2014	
25	Comprehensive assignment report	Within 5 months of the summit 2014	
26	Updation and Validation of All data record	Between 20-24 months	
27	Support for execution of MOUs from outside Punjab and Chandigarh		Minimum 60 MOUs during assignment period.

* A Class Companies must be companies with annual turnover exceeding Rs 100 Cr.

Day Zero shall be 7th day after date of execution of Agreement. The time line and definition of Deliverables can vary as per the action plan to be defined by the Knowledge Partner.

The Consultant shall hand over soft copies and 2 sets of hard copies of all the deliverables of the assignment as per time line, which will be the property of PICTC.

To carry out its work smoothly and delivering as per mentioned time line above the Consultant shall have full support and cooperation from Government of Punjab in terms of prompt feedback, timely review of deliverables, sending of communications to investors, delegations and other stake holders as required for the success of the Campaign (from the Chief Minister's Office, Chief Secretary's Office, Principal Secretary Industries' and PICTC's office and any other relevant / stake holder government department and offices as may be applicable)

APPENDIX – III

2. FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

1. IN consideration of the PICTC (hereinafter called “the PICTC”) having agreed to exempt _____(hereinafter called “the said Knowledge Partner”) from the demand, under the terms and conditions of an Agreement, dated _____made between PICTC, having its office at Udyog Bhawan; Himalaya Marg; Sector 17; Chandigarh; India and _____ for the project of An Investment Promotion Campaign of Punjab (hereinafter called “the said Agreement”), of security deposit for the due fulfillment by the said Knowledge Partner of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs. _____(Rupees _____only) We, (indicate the name of the Bank), (hereinafter referred to as “the Bank”) at the request of(Knowledge Partner) do hereby undertake to pay to the PICTC an amount not exceeding Rs. _____against any loss or damage caused to or suffered or would be caused to or suffered by the PICTC by reason of any breach by the said Knowledge Partner of any of the terms or conditions contained in the said Agreement.
2. We (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the PICTC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the PICTC by reason of breach by the said Knowledge Partner of any of the terms or conditions contained in the said Agreement or by reason of the Knowledge Partner failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the PICTC any money so demanded notwithstanding any dispute or disputes raised by the Knowledge Partner in any suit or proceeding pending

before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

4. We, (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the PICTC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or PICTC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Knowledge Partner and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.
5. We, (indicate the name of bank) further agree with the PICTC that the PICTC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Knowledge Partner from time to time or to postpone for any time or from time to time any of the powers exercisable by the PICTC against the Knowledge Partner and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Knowledge Partner or for any forbearance, act or commission on the part of the PICTC or any indulgence by the PICTC to the said Knowledge Partner or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Knowledge Partner.

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

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

Dated the _____ day of _____, 2012
for _____
(Indicate the name of Bank)

APPENDIX – III

2. FORM OF POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the Selection of Knowledge Partner for An Investment Promotion Campaign of Punjab including signing and submission of all documents and providing information/ responses to PICTC, representing us in all matters before PICTC in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

(Signature)
(Name, Title and Address)

I Accept
_____ (Signature)
(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s). Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Knowledge Partner.

In case the Proposal is signed by an authorized signatory on behalf of the bidder, a copy of appropriate resolution certified by company secretary conveying such authority may be enclosed in lieu of the power of Attorney.

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