

**Request for Proposal (RFP)  
for  
Selection of Knowledge Partner  
for  
Investment Promotion**



**Punjab Information & Communication Technology Corporation Ltd  
(A State Govt. Undertaking)  
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## Disclaimer

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of 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 PICTC to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this RFP (the Proposal”).

This RFP includes statements, which reflect various assumptions and assessments arrived at by 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 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. 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 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 Investment Promotion.

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 Sheet

DOCUMENT CONTROL SHEET		
S. No.	Particulars	Details
1.	Document Reference Number	<b>PICTC/IR/KP/2018/01</b>
2.	Start Date for issue of Tender Document	01.8.2018 (11.00 AM onwards)
3.	Last Date of Purchase of Tender Document	22.08.2018 (till 5.00 PM)
4.	Last Date for submission of Pre-Bid Queries by mail as per performa 13	08.08.2018 (till 5.00 PM)
5.	Pre Bid Meeting	09.08.2018 (11.00 AM )
6.	Last date for reply of Pre Bid Queries	14.08.2018
7.	Last date and time for receipt of Bids	22.08.2018 (till 5.00 PM)
8.	Date and time of opening of Prequalification bids	24.08.2018 (11.00 AM onwards)
9.	Date and time of opening of Technical bids	To be decided after opening of Prequalification Bids
10.	Date and time of Technical Presentation	Will be intimated by email
11.	Date and time of opening of Commercial bids	To be decided after Technical Presentation
12.	Tender Fees	Rs 5,000/- (Rs Five Thousand Only)
13.	Earnest Money Deposit (EMD)	INR 10 Lakhs (Rupees Ten Lacs Only)
14.	Processing Fee	The bidder has to pay the amount of processing fees as given on the portal
15.	Punjab InfoTech Contact Details	Punjab Information & Communication Technology Corporation Ltd. (Punjab InfoTech) 5 <sup>th</sup> & 6 <sup>th</sup> Floor, Udyog Bhawan, 18 Himalaya Marg, Sector-17, Chandigarh – 160017 Email: <a href="mailto:contact@punjabinfotech.in">contact@punjabinfotech.in</a> Phone: 0172-5256400-401/433
16.	e-Tender Website	Website: <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a> Email : <a href="mailto:eproc@punjab.gov.in">eproc@punjab.gov.in</a> Contact No: 0172-2791326, 2791226
17.	Method of Selection	QCBS method
<p><b>Note:</b> - In case a Central/ State Holiday are declared on any day, the event will be held on the next working day at the same time and same venue.</p>		

## Definitions

Unless the context otherwise requires, the following terms whenever used in this tender have the following meanings:

- a) **“Bidder”** means bidder who submits Bid in response to this tender document.
- b) **“Bids/Proposals”** means Online Bids/Proposals submitted by bidders in response to the tender issued by the Corporation.
- c) **“CAF” means** Common Application Form to be submitted by investor for availing various regulatory clearances and fiscal incentives under State Industrial Policy
- d) **“Committee”** means committee constituted for evaluation of Bids.
- e) **“Contract”** means the Contract entered into by the parties for providing services defined in the tender along with the entire documentation specified in the tender.
- f) **“Corporation”** means Punjab Information & Communication Technology Corporation Ltd (PICTC) also known as Punjab InfoTech.
- g) **“CXO”** means CEO, CFO, COO or equivalent.
- h) **“Department”** means Deptt. Of Industries & Commerce, Deptt. Of Investment Promotion or any relevant department of Govt. of Punjab.
- i) **“EMD”** means Earnest Money Deposit.
- j) **“Implementing/Nodal Agency”** means Punjab Information & Communication Technology Corporation Ltd (PICTC)
- k) **“LOA”** means the letter of award or award of contract issued by PICTC to the selected bidder.
- l) **“OQRS”** means the Online Query Resolution System of the portal.
- m) **“PBIP”** means Punjab Bureau of Investment Promotion.
- n) **“PBG”** means Performance Bank Guarantee.
- o) **“Personnel”** means professional and support staff provided by the bidders to perform services to execute an assignment and any part thereof.
- p) **“Portal”** means e-tender website <http://eproc.punjab.gov.in>
- q) **“Services”** means the work to be performed by the bidder pursuant to this tender and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Corporation.
- r) **“Selected Bidder”** means the selected Consultant/Knowledge Partner.
- s) **“The Term”** means three year period of contract, extendable for another two years
- t) **“Tender No. or Document Reference No” means** the document or tender No. mentioned in the Document Control Sheet irrespective of whatever may be mentioned in the text of this document.



## Important Notices

1. This tender document is not transferable.
2. The response to this tender document should be full and complete in all respects. Incomplete or partial responses are liable to be rejected.
3. Bidders are advised to study the document (all instructions, forms, requirements) carefully. Submission of response shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
4. The bidder should upload all required documents / information with clear visibility, avoid missing documents and avoid bidding mistakes. In such cases, Punjab Infotech reserves its right in seeking clarification from bidder and may disqualify bidder if bidder is not able to provide clarification / desired information.
5. The bidder shall bear all costs associated with the preparation and submission of the response, including cost of demonstration, benchmarking and presentation for the purposes of clarification of the bid, if so desired by Punjab Infotech. Punjab Infotech will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the short listing process.
6. Further clarifications, corrigendum and any other information related to this tender will be available at the e-tendering website <http://eproc.punjab.gov.in> only.
7. Bidders are advised to check e-tendering portal regularly for any Addendum / Corrigendum / Amendments related to the tender.
8. Punjab Infotech reserves the right to accept or reject any or all responses without assigning any reason.
9. All payments towards Cost of Tender Document (If Applicable), Earnest Money Deposit and Processing fees (If Applicable) shall be deposited online through e-payment gateway of the portal. Bids will be rejected if any of the payments are not reflected on the portal.

## Section 1: Invitation for Bids

### 1.1 Introduction

#### i. Background

a. The Government of Punjab has notified the new Industrial and Business Development policy 2017. The policy is architected around eight core strategic pillars of Infrastructure, Power, MSME, Ease of Doing Business, Startup & Entrepreneurship, Skills, Fiscal & Non-Fiscal Incentives and Stakeholder Engagement supported by Sector Specific Strategies for growth. The policy gives a great thrust to the development of MSME sector. The policy also aims at promoting growth of service industries apart from the traditional manufacturing industries.

b. 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 summits, events, conferences, seminars, road shows, business development Conference, G2B Conference etc.

c. In light of this, a need has been felt to engage a professional consultancy organisation with relevant experience to assist the department in sensitizing the investors regarding the new industrial policy 2017, the policy initiatives, lead generation and attracting investment into the state along with investment grounding and management as per the Scope of Work.

#### ii. Key Policy Goals

- a. To accelerate industrial growth and job creation
- b. To develop world class infrastructure and bring anchor units
- c. To provide quality and affordable power to the Industry
- d. To accelerate growth of MSMEs
- e. To focus on startup and entrepreneurship
- f. To facilitate availability of skilled manpower for the industry
- g. To improve the ease of doing business in the State
- h. To build institutional capacity and enhance institutional linkages
- i. To bring synergy between state programs and central schemes

#### iii. The overall objectives of the engagement shall be as follows:

- a. Maximize results of public investments of Govt. of Punjab for industrial development and achieve the objective of the Policy.
- b. To promote investments into the State through focused Investment Promotion Activities in the identified thrust sectors

- c. Interact with potential investors on a continuous basis from contact to conversion and grounding of investments.
- d. Transfer of national and international best practices and knowledge in results management framework to be adopted by implementing agencies.

## 1.2 Invitation

- a. PICTC invites **Request for Proposal (RFP) (the “Proposals”)** for Selection of Knowledge Partner for Investment Promotion (the **“Bidder”**) to undertake the assignment as defined on the Terms and Conditions mentioned in this RFP document Any contract that may result from this tender will be issued for a term of three years, extendable for another 2years (**“The Term”**).
  - b. The Corporation reserves the right to extend **“The Term”** for a period or periods to be mutually decided by the parties, such extension or extensions may be given on the terms and conditions of the RFP.
  - c. Proposals must be received not later than the date and time mentioned in the **Document Control Sheet**. Proposals will not be accepted by the system after due date and time.
- 2 The Corporation may, at its discretion, extend the date for submission of Bids. In such a case all rights and obligations of the Corporation and bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Any such extensions shall be informed to bidders through corrigendum issued on e-tendering portal.
- 3 All payments towards Tender Fees, Earnest Money Deposit and Processing fee shall be deposited online through e-payment gateway of the portal before submitting their proposal online through the portal. Bids will be rejected if any of the payments are not reflected on the portal. Therefore, payment must be made by either of the modes described in the Instructions for e-payment.
- 4 Bidders desirous of using NEFT or OTC mode for making payments must download challan form from the portal and not use any other challan form.

## Section 2: Instructions to Bidders

### 2.1 Information & Instructions for e-Tendering

- a) For participation in this tender, prospective bidders are required to ensure their registration on the e-tendering portal. The user must be in possession of a valid Digital Signature Certificates (DSC) which may be procured from any of the authorized Certifying Authority (CA), such as; e-mudra, N-code, Sify etc. Bidders shall submit their bids online through the portal only. Bids will not be accepted by any other mode.
- b) Documents must be scanned and uploaded through e-tendering website within the period of tender submission.
- c) Tender documents shall be opened only for those bidders, whose Earnest Money Deposit, Tender and Processing Fees are found in order.

### 2.2 Conflict of Interest

The selected bidders should provide professional, objective, and impartial services and at all times hold the Corporation's interest as paramount, strictly avoid conflicts with other assignments/ jobs or their own corporate interests and act without any consideration for future work.

### 2.3 Validity of Bids

- a) Bids shall remain valid for a period of 180 days from the date of opening of Bids. The Corporation reserves the right to reject a Bid valid for a shorter period as non-responsive.
- b) In exceptional circumstances, the Corporation may solicit the bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. The bid security shall also be suitably extended.

### 2.4 Right to Accept or Reject Bid(s)

The Corporation reserves the right to annul the tender process, or to accept or reject any or all the Bids at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

If a Bid is selected, it will be the most advantageous regarding price, the technical compliance and deviations submitted by Bidder.

### 2.5 Fraud and Corruption

It is required that the Bidders submitting Bid and the successful bidder selected through this tender must observe the highest standards of ethics during the process of selection and during the performance and execution of contract.

- a) For this purpose, definition of the terms are set forth as follows:
  - i) "**Corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Corporation or its personnel in contract executions.

- ii) **“Fraudulent practice”** means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificially high or non-competitive levels and to deprive the Corporation of the benefits of free and open competition;
  - iii) **“Unfair trade practice”** means supply of services different from what is ordered on, or change in the Scope of Work given in Section 4.
  - iv) **“Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- b) The Corporation will declare a bidder ineligible, either indefinitely or for a stated period of time, for participation in any tender, if at any time it determines that the selected bidder has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

## 2.6 Clarifications and Amendments of Tender

- a) During the process of evaluation of the Bids, the Corporation may, at its discretion, ask Bidders for clarifications on their Bid. The Bidders are required to respond within the prescribed time frame.
- b) The Corporation may for any reason, modify the tender from time to time. The amendment(s) to the tender would be clearly spelt out and the bidders may be asked to amend their Bid due to such amendments. Bidders are advised to check e-Tendering portal regularly for amendments to the tender.
- c) In order to allow bidders reasonable time in which to take amendment into account in preparing their bids, Punjab Infotech may at its discretion extend the deadline for submission of bids.

## 2.7 E-payment Instructions

All payments (Tender fees, Processing Fees and EMD) are to be made online through the e-payment gateway prior to submission of bids as per details given in the **Data control sheet**. For detailed information regarding modes of payment etc, please refer to instructions to bidders for e-tendering (**Appendix A**).

## 2.8 Earnest Money Deposit (EMD)

- a) Earnest Money Deposit shall be deposited online through e-payment gateway of the portal.
- b) The bidder shall furnish EMD amounting to INR 10.0 lakhs (Rupees Ten Lacs Only) (specified in Data control sheet). EMD is required by the Corporation against risk of company’s / agency’s conduct, which would warrant EMD forfeiture.

- c) The EMD lying with the Corporation in respect of other tender/ RFP / Expression of Interest awaiting approval or rejected or on account of contracts being completed will not be adjusted towards EMD for this tender. In case of re-tender, bidders will be required to resubmit the EMD.
- d) The EMD will be forfeited on account of one or more of the following reasons:
  - i) Bidder withdraws its Bid during the validity period specified in the tender.
  - ii) Made misleading or false representations.
  - iii) Bidder does not respond to requests for clarification of its Bid.
  - iv) Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
  - v) If successful bidder fails to sign the contract in time or fails to furnish PBG in time.
- e) Refund of EMD: The EMD of unsuccessful bidders shall be refunded within one month of final award of contract. EMD of the successful bidder will be released only after the bidder signs the final contract agreement and furnishes the Performance Bank guarantee.
- f) No interest shall be paid on EMD by the Corporation.

### Section 3: Selection Process

#### 3.1 Process for Selection of the Knowledge Partner

This tender is to select the Knowledge Partner for Investment Promotion. The responses received pursuant to this tender will be evaluated by a Committee constituted by the Corporation as per the criteria specified in this document and selected bidder will be awarded the contract on QCBS method. The selected bidder would be required to undertake the assignments as mentioned in the 'Section 4: Scope of Work.'

#### 3.2 Eligibility Criteria (Pre-Qualification)

The bidders will be assessed as per the pre-qualification criteria defined in the RFP. Only the bidders who qualify pre-qualification shall be eligible for technical evaluation. Non-conforming Proposals will be rejected and will not be eligible for any further processing.

The pre-qualification criterion is as below:

Sr.No	Sections	Requirements as per RFP	Supporting Documents Required
1.	Legal Entity	The bidder should be a single Business Entity. (Any kind of consortium/ Joint Venture / Sub-contracting is not allowed). For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act, 1956 or a partnership firm registered under the Limited Liability Partnership Act of 2008, and operating for the last 5 years in Business Consulting as of March 31, 2018.	Incorporation / Registration Certificate
2.	Financial Capacity	The bidder should have a minimum annual turnover of INR 300 crore from Indian operations in business consulting	Certificate from statutory auditor (as per format mentioned in Performa 6-of this RFP) /audited

Sr.No	Sections	Requirements as per RFP	Supporting Documents Required
		services in each of the last three financial years (FY 2014-15, FY 2015-16 and FY 2016-17 )	financial statements for the three previous financial years with CA's Registration Number / Seal.
3.	Employee Strength	The company should have at least 500 full time and permanent Staff on its rolls as on 31 <sup>st</sup> March 2018	Certificate by competent Head HR of the company
4.	Turnover from Government Consulting Services	The bidder should have been working in the consultancy assignments for a minimum of 5 years having annual turnover of INR 10 Crore from Government/ Public Sector consulting services in India in each of the last 3 financial years (FY 2014-15, FY 2015-16 and FY 2016-17 )	Certificate from statutory auditor (as per format mentioned in Performa 6 of this RFP)
5.	Presence world wide	Should have offices in atleast 10 developed countries along with atleast two states in India	Addresses of the offices to be provided on the letter head of the Company
6.	Pending Litigations	The amount involved in pending litigations against the Bidder in various Courts/ Tribunals should be less than the net worth of the company/ firm.	Certificate from statutory auditor (as per format mentioned in Performa 6- of this RFP). False certification and/or nondisclosure will lead to forfeiture of



Sr.No	Sections	Requirements as per RFP	Supporting Documents Required
			the EMD and disqualification from the evaluation process and blacklisting in the State of Punjab.
7.	Prior experience	The bidder should have served as Consultant / Knowledge Partner for Investment Promotion/ Facilitation Projects/for Government of India or any State Government in India for minimum period of 2 years with a minimum consulting fees of INR 2 crores through single project or maximum of two projects totaling up to INR 2.5 crores in last 5 years. In at least one of the projects, the bidder should have delivered a State level investor summit	The information is to be provided in Performa 4. work order/contract agreement/ completion certificate duly attached. In case of ongoing projects atleast 2 years should have been completed
8.	Blacklisting	The bidder should not be blacklisted by any agency of the central/ state government, public sector undertaking at the time of bid submission.	Self-certification from the Bidder as per Performa- 5

### 3.3 Disqualifications

The Corporation may at its sole discretion and at any time during the evaluation of Bid, disqualify any Bidder, if the Bidder has:

- a) Made misleading or false representations.

- b) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any project in the preceding three financial years;
- c) Submitted a Bid that is not accompanied by correct / relevant documents or is non- responsive;
- d) Failed to provide clarifications when sought within applicable/cited stipulated time;
- e) Been declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
- f) Submitted a Bid with price adjustment/variation provision.

### **3.4 Prebid queries**

Bidders can submit pre-bid queries, if any, in the prescribed Performa 13 on the e-mail mentioned on the document control sheet. Pre bid meeting date, if required may be intimated accordingly. Performa 13 is to be submitted by the bidder on company's letter head at the time of submission of Pre bid queries along with the proof of purchase of tender document.

### **3.5 Preparation of Bids**

The Bidder must comply with the following instructions during preparation of bids:

- a) The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the tender. Failure to furnish the necessary information as required by the tender or submission of a Bid not substantially responsive to all the requirements of the tender shall be at Bidder's own risk and will be liable to rejection.
- b) The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Bid.
- c) The letter of authorization shall be indicated by written power of attorney (Performa 7) and shall accompany the Bid. The bidder may provide power of attorney in his own format as per acceptable standards or as per Performa 7 given in RFP.
- d) Bidder is allowed to modify/ substitute the Bid even after its submission but before "Last date for submission of bids" as mentioned in Document Control sheet. No bid can be modified subsequent to the deadline for submission of bids.

### 3.6 Submission of Bids

Bidders shall submit their bids through e-Tendering website on or before the last date and time for submission of bids as per **Document control sheet**.

#### 3.6.1 Pre-Qualification

The bidders will submit the relevant documents as mentioned in Section 8 of the RFP. Only the bidders who qualify pre-qualification shall be eligible for technical evaluation. Non-conforming Proposals may be rejected and may not be eligible for any further processing

#### 3.6.2 Technical Bids

- i. Bidders shall submit the technical proposal in the relevant formats as mentioned in Section 8 of this RFP.
- ii. 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; The bidder may provide deviation to the contents of the RFP document as per Performa 10 as provided as part of Technical Proposal. Tender Evaluation Committee would evaluate and classify them as “material deviation” or “nonmaterial deviation“. In case of any material deviations, the committee would be entitled to reject the bid.
- iii. For verification of information submitted by the bidders, the committee may visit bidder’s offices at its own cost. Bidders shall provide necessary documents, samples and reference information as desired by the committee. Bidders shall also assist the committee in getting relevant information from the bidders’ references. Bidders may be asked to provide a presentation on their organization’s capabilities to execute the project.
- iv. Failure to comply with the requirements shall make the Proposal liable to be rejected.
- v. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- vi. PICTC reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP.
- vii. Failure of PICTC to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of PICTC there under.
- viii. 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 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 PICTC without PICTC being liable in any manner whatsoever to the Applicant or Consultant, as the case may be. In such an event, PICTC shall forfeit and appropriate the performance Security and also pre-estimated compensation and damages payable to PICTC as mutually agreed for, inter alia, time, cost and effort of PICTC without any other right or remedy that may be available to PICTC.

### **3.6.3 Commercial Bid**

- i. In preparing the Financial Proposal, firms are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should be as per Performa 12 of RFP.
- ii. 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. The expenditure involved in lodging and travelling during all international roadshows and domestic 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.
- iii. The financial proposal shall be exclusive of taxes and should be duly submitted as per Performa 12 of RFP.

### **3.7 Evaluation of Bids/ Proposals.**

- i. PICTC shall use a Quality and Cost Based System (QCBS) having three stages of evaluation (collectively the “Selection Process”) in evaluating the Proposals. Prequalification stage will be the first stage to check conformance to the bidder’s eligibility criteria. Technical Evaluation will be the second stage and based on that the applicants will be shortlisted and a financial evaluation will be carried out as specified in Clause.3.7.3
- ii. Tender Evaluation Committee may, at its discretion, call for additional information from the bidder(s) at any stage of evaluation. Such information has to be supplied within the set out time frame, otherwise Tender Evaluation Committee is at discretion to reject/ accept/ extend the date for receiving such information. Seeking clarifications cannot be treated as acceptance of the proposal. Tender Evaluation committee may waive any minor informality, non-conformity or irregularity in bid which does not constitute material deviation, provided such waiver does not affect the relative ranking of bidder.
- iii. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.8.

### 3.7.1 Pre-qualification

- i. Preliminary Scrutiny: Preliminary scrutiny of the bid for eligibility will be done to determine whether the bids are in order and complete, whether the documents have been properly signed, whether any computational errors have been made. Proposals not conforming to such preliminary requirements are subject for being rejected.
- ii. Conformance to eligibility criteria: Proposal responses conforming to preliminary scrutiny requirements will be checked for conformance to the eligibility criteria stated in the clause 3.2 of RFP and Non-conforming proposals will be rejected.

### 3.7.2 Technical Bids

- i. Technical Proposals would be evaluated only for those Bidders, who qualify the Pre- qualification evaluation.
- ii. The Technical Proposals will be evaluated against the requirements specified in the RFP and the Technical Evaluation Criteria. Bidders shall be invited to make a presentation to the Evaluation Committee as per technical evaluation criteria.
- iii. Consequent upon the evaluation as per technical evaluation criteria, each Technical bid will be assigned a Technical Score (TS) out of a maximum of 100 points.
- iv. Bidders who score 70% or more will qualify for the evaluation of their financial bid.
- v. Technical proposal will be evaluated and marks shall be awarded as per the criteria mentioned below:

S. No.	Criteria	Maximum Marks
A.	Firm's Experience	32
B.	Proposed Team's Experience	40
C.	Technical Presentation including Approach & Methodology and Work Plan	28
Total		100

S.No.	Criteria for point allotment	Max. Points
<b>A. Firm's Experience (Maximum Marks= 32)</b>		
1.	Experience of assisting State Governments in Investment Promotion/ Facilitation as Consultant/Knowledge Partner. Max 5 projects with 4 marks each project Each Project to be of a minimum contract value of INR 1 crore and assignment start date should not be before January 2013	20
2.	Experience in organizing Investors Summit for a State Max 3 Projects with 4 Marks each Project Each Project to be of a minimum contract value of INR 1 crore and assignment start date should not be before January 2013	12
<i>* Copies (relevant pages) of work orders/agreement/letter of award/extension letters/ completion certificates must be submitted as a proof.</i>		
<b>B. Proposed Team's Experience (Maximum Marks= 40)</b>		
<b><u>Part Time Team (Off site)</u></b>		
1.	Project Director-1 (Availability for the project for at least 30 working days in a year) Minimum qualification MBA/CA from a recognized institution / B-School with at least 15 years' experience Qualification: Max. 2 marks; Experience 15-20 years: 1 mark More than 20 years: 2 mark Experience in Investment Promotion/Facilitation and Project Director/ Engagement Partner with Central/State Govt. (max 6 projects): Max. 6 marks	10

<b>Full Time Team (On site)</b>		
2	<p>Project Manager- 1</p> <p>Minimum Qualification MBA/PGDBM from a recognized institution / B-School with at least 8 years of experience out of which at least 5 years should be in public sector consulting or relevant field</p> <p>Qualification: Max 2 marks</p> <p>Experience 8-10years: 1 marks</p> <p>More than 10 years : 2 Marks</p> <p>Experience of working with at least 1 state government on Investment Promotion Assignment: 2 marks;</p> <p>2 states : 3 Marks</p> <p>Experience of organizing of atleast one investor summit of one state: 2 marks; more than one state:3 marks</p>	10
3.	<p>Senior Consultant-2</p> <p>a. MBA/PGDBM from a recognized institute:2 Marks</p> <p>b. Minimum 5 years experience : 2 Marks</p> <p>c. Relevant experience in the field of proposed project : 2 Marks</p> <p>One Senior Consultant should be Investment Promotion Expert and One Consultant should be Lead Generation and Investment Grounding Expert</p>	12
4	<p>Support Consultant-2</p> <p>a.MBA/PGDBM from a recognized institute: 1 Marks</p> <p>b.Minimum 3 years of relevant experience : 1 Marks</p> <p>c.Additional relevant experience in the field of proposed project: 2 Marks</p>	8
<p>The Project Manager, 2 senior consultants &amp; 2 support consultants should have knowledge &amp; experience of atleast 5 different thrust sectors as given in clause 4.2.b</p>		
<b>C.</b>	<b>Technical Presentation</b>	<b>28</b>
	Understanding of Project objective, requirements,	7
	Broad Strategy for implementation and how it will respond to requirements of the scope of work	7
	Project work break down structure showcasing overall timelines, resource assignment, dependencies etc.	7
	Learnings from similar assignments and challenges likely to be encountered.	7

The qualified bidders would be required to make a **PRESENTATION** on technical proposal to PICTC. Presentation to be made by a proposed team member preferably Project Manager to be actually deployed onsite. The full time team along with the proposed director should preferably be present at the time of the presentation

### 3.7.3 Commercial Bid

- i. Commercial Bids will be opened for those bidders who have qualified the technical bids.
- ii. The Commercial bids will be scrutinized by the Tender Committee.
- iii. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services (“Bid Price”).
- iv. 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 Scope of Work within the total quoted price shall be that of the bidder.
- v. Any conditionality included in the financial proposal will lead to disqualification of the entire bid and forfeiture of the EMD.
- vi. The Proposal with lowest financial quote will be awarded a financial score of 100.
- vii. Financial Scores for other technically qualified bidders will be evaluated using the following formula- Financial Score of Bidder (FS) = (Least Financial Bid / Financial Bid of the Bidder) X100 (rounded off to 2 decimal places).

### 3.8 Final Evaluation

Final evaluation shall be done on “Quality & Cost Based Selection” method (QCBS). The weight age for the composite evaluation shall be awarded as below:-

- a) Technical (TS) – 70%
- b) Financial (FS) – 30%

Bids shall be ranked according to their combined scores, calculated using the technical score (TS) and financial score (FS) and the weights as follows:

$$S = TS \times 0.70\% + FS \times 0.30\%$$

Bidder with the highest combined score shall be awarded the contract. In case of a tie in the final score, the bidder having highest technical score will be selected.

### 3.9 Award of Contract

The Corporation will notify the successful bidder in writing that its proposal has been accepted. On receipt of notification the bidder shall furnish acceptance of award within 7 days of its issuance from PICTC. The bidder shall furnish Performance Bank Guarantee within 15 days from the issue of letter of award and thereafter, sign Contract Agreement (Appendix B) with PICTC. After



signing of the Contract Agreement, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

Failure of the successful bidder to sign the contract or willful violation of the bid process shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security (EMD), in which event the client may choose to award the work to next most responsive bidder or call the fresh bids. In such a scenario Punjab Infotech may blacklist the concerned bidder for participation in state government projects.

### **3.10 Confidentiality**

Information relating to the examination, clarification and comparison of the Bids shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Bid. During the execution of the project except with the prior written consent of the Corporation, the selected bidder or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Bidder/ selected bidder and/ or the Corporation / department to each other including, but not limited to, the services, product information, financial data and statistics, whether or not marked as confidential or proprietary by the parties.

## **Section 4: Scope of Work**

The scope of work to be undertaken by the Consultant is given herein after and the same is merely illustrative and not exhaustive. The Consultant shall thus have to consider the required output and include all further incidental activities that may be necessary for efficient and successful implementation and for achieving the ultimate purpose of the assignment.

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

- i. Investment Promotion
- ii. Lead Generation & Investment Grounding Support:
- iii. Investment Monitoring and Management
- iv. Procurement Support Services

### **4.1 Investment Promotion:**

#### **4.1.1 Investment Promotion Strategy**

- a) Design and develop the investment promotion strategy/program and action plan to promote the State as an attractive investment destination for the identified thrust sectors
- b) Prepare budget for undertaking investment facilitation and promotion activities.
- c) Prepare strategy for follow-up and monitoring investment realization

#### **4.1.2 Knowledge Creation and Management**

- a) Preparation of content for promotional and publicity material such as pitch presentations, Brochures, marketing collaterals such as sector profiles, region profiles, Current Status & State competitiveness profile, investor guide, project profiles, newsletters etc
- b) Track investment trends and other development indicators and update on regular basis the statistical information as collected and made available by the various government or other agencies
- c) Act as Knowledge Manager to the department with a convergence approach towards one-State-one-message-one-Approach perspective

- d) Preparation of content for road shows and investor summits.
- e) Support in Website design, creation and updation of the knowledge content on a continuous basis during the project period
- f) Prepare content for digital and Social media like facebook, twitter etc
- g) Assist the Media and PR partner with relevant content for publicity

#### **4.1.3 Outreach activities(Domestic and International )**

- a) Undertaking activities for assisting the Department for the overall coordination of the investment promotion campaign
- b) Define the road map and action plan for organizing investor connect programs – Investors summits/ roadshows/ conferences/ seminars/ meetings etc. List of thrust sectors are given in the Industrial and Business Development Policy 2017.
- c) Plan the activities and structure of these programs and assist in organizing the same
- d) Designing the event flow, theme & topics, preparation of background paper on each session, identification of speakers, etc.
- e) Preparation of delegation matrix (focus sectors, embassies, trade bodies, educational and R&D institutes, identification of large companies in thrust sectors etc.)
- f) Arrange one-to-one meetings with big corporate houses at both national and international level
- g) Ensuring presence of serious investors with specific projects at road shows and also at the main Summit
- h) Documentation of meetings during the preparation stage and proceedings during the days of event.
- i) Assist in the designing of project specific MoUs/Investment Intentions document /Strategic Partnership document and identification of project partners
- j) Identifying and approaching partner organizations, agencies for the investor connect programs
- k) Provide Assistance in pre and post investor connect follow-up

#### **4.1.4 Holding Investor Summits**

- a) Define the road map and action plan for organizing the Global Investor Summit
- b) Devise the summit agenda, activities and structure

- c) Provide assistance for session planning- Designing the seminar, scheduling the topics, preparation of background paper on each session, identification of speakers and invitees etc.
- d) Organize one to one meetings for identified prospective foreign and Indian investors before the summit and during the days of the summit
- e) Help in identification of partners for key projects and assist in designing project specific MoUs to be signed at the summit.
- f) Documentation of meetings during the preparation stage and documentation of all seminars, meetings, conference, proceedings during the days of event.
- g) Prepare promotional plan
- h) Identifying and approaching partner organizations, agencies for the Summit.
- i) Post-Summit Support - Follow up with investors - Organize meetings within and outside the country where leads are identified - Create a future strategy report on the required infrastructure, manpower and systems to create a more robust ecosystem

#### **4.2 Lead Generation & Investment Grounding Support:**

- a) Conduct research on a continual basis to identify potential target companies who are looking to invest and expand in the region and who should be targeted to promote Punjab.
- b) Identify at least 50 potential investors (and in addition relevant trade associations in key target countries) and prepare thumbnail profiles and contact details of targeted investors especially for anchor projects in the following thrust sectors
  - i. E Vehicle, NRSE Equipment, Energy, Storage Devices, Medical Equipment, industry 4.0 based manufacturing enterprises
  - ii. Apparel and Made ups,
  - iii. Technical Textiles,
  - iv. Footwear and Accessories,
  - v. Food Processing industries,
  - vi. Electronics,
  - vii. Aerospace and Defence,
  - viii. Bio Technology, Pharmaceutical,
  - ix. Waste to Energy,
  - x. IT and ITeS
  - xi. Logistics.

- c) Identify select companies for systematic targeting and support the department in facilitating dialogues with Investors, including handholding of high value Investors from contact to conversion.
- d) Maintain a database of leads and investment interest registered by various investors in the road shows and/or state sessions
- e) Leverage country-based desks/trade agencies for direct focus on investors to facilitate investment
- f) Coordinate with the all concerned for facilitating requests of companies and follow upon pending requests and bring to the attention of Bureau in case of delay
- g) Identify and assess the implementation issues for the projects and organize one-to-one meeting with the investors and govt. officials to resolve the same

#### **4.3 Investment Monitoring and Management**

- a) Creation of mechanism to ensure Investment Tracking for monitoring cases from lead generation to commercial production stages on One Stop Clearance System Portal
- b) Provide assistance in the follow up with investors and track progress of MOUs
- c) Monitoring of Projects through the Portal and co-ordination activities with other departments wherever necessary
- d) Assist in addressing the investor's grievances received through Investor Help Desk, Portal and other channels

#### **4.4 Procurement Support Services**

Assist the Department in hiring of specialist consultancy firms if required for the implementation of the Goals of the policy. The appointment of such consultants would be done in line with the identified seven strategic pillars for the growth and promotion of industries in the State. It shall include

- a) preparation of terms of reference, deliverables, indicators to measure performance
- b) Assisting the department in undertaking procurement process to appoint most competent agency.

## Section: 5 General Contract Conditions (GCC)

### 5.1 Application

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the tender or Contract Agreement, the interpretation of the Corporation shall be final and binding.

### 5.2 Relationship between the Parties

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the Corporation and the Bidder. The Bidder subject to this contract for selection has complete charge of its personnel in performing the services under the Project from time to time. The Bidder shall be fully responsible for the services performed by it or any of its personnel on behalf of the Bidder hereunder.

### 5.3 Standards of Performance

The Bidder shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Bidder shall always support and safeguard the legitimate interests of the Corporation, in any dealings of the bidder with the third party. The Bidder shall abide by all the provisions/rules etc. of relevant laws/rules/standards and subsequent amendments prevalent in the country. The Bidder shall conform to the standards laid down in the tender in totality.

### 5.4 Applicable Law

- i) Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Punjab
- ii) The bidder will submit an undertaking specifying that they have obtained or will be in a position to obtain all necessary statutory and obligatory permissions, if any, required to carry out the contract.

### 5.5 Intellectual Property Rights

No deliverable covered under the Contract shall be shared, sold or disposed by the Bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Bidder shall indemnify the Corporation from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Bidder, the Corporation shall be defended in the defense of such proceedings.

## 5.6 Governing Language

The Contract shall be written in English Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

## 5.7 Performance Bank Guarantee (PBG)

- i. The selected bidder shall furnish PBG within 15 days from the date of issue of letter of award of contract by PICTC and before signing of contract document. The Bidder shall furnish an unconditional and irrevocable Performance Bank Guarantee, as per Performa-11 for an amount equal to 10% total project cost valid for “The Term” plus six months as its commitment to perform services under the contract.
- ii. Failure to sign the contract and submit PBG in time shall constitute sufficient grounds for forfeiture of the EMD.
- iii. Failure to perform services / deliver working product as per contract shall constitute sufficient grounds for forfeiture of the PBG.
- iv. The PBG shall be released after expiry of its validity period provided there is no breach of contract on the part of the Bidder.
- v. No interest will be paid on the PBG.
- vi. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of extension of the project for any reason. The bidder should furnish PBG for extension period within 7 days of issue of extension letter with validity of 3 months beyond the extension period.
- vii. Punjab Infotech shall also be entitled to make recoveries from the bidder’s bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error or misstatement etc.

## 5.8 SLA and Timelines

The high-level deliverables and timelines shall be as follows:

Sr. No.	Deliverable	Timeline
1	Team Deployment	T
2	Inception report	T+ 10 days
3	Investment Promotion Strategy	T+1 Month
4	Quarterly Plans	Quarterly
5	Monthly progress reports	Monthly

It is pertinent to mention here that the quality of the deliverables and their delivery within prescribed timelines shall ultimately be the responsibility of the selected bidder and not just of the team deployed on site.

## 5.9 Payment Schedule

5.9.1 The payment of fee during the duration of the Project shall be made as under:

Sr. No.	Stage	Percentage of fee Quoted
I.	Mobilization	7%
II.	Quarterly Payments Twelve (12) quarterly payments of 5% each will be paid during the assignment period of 36 months	60%*
	Annual payment 7% on meeting target of 133% and above** of investment (CAF submitted) in previous year. ( for first year of assignment, previous year investment will be considered as Rs 11000 crores)	21%
III	Completion of the assignment.	12%
	Total:	100%

\*The Quarterly Payments (5% each) shall be paid after satisfactory completion of deliverables of that quarter after approval of Project Review Committee. All payments shall be subject to deduction of taxes at source as per applicable laws.

\*\*The Annual payment of 7% will be linked to the amount of investment (common application forms (CAFs)) received during the year as compared to the target investment ie 133% of previous year. Payment for the year will be released as follows:

Above 133%	7%	
Above 100% & upto 133%	5% +	$\left[ \frac{\text{proportionate of additional percentage ie } 2 \times \text{Actually Achieved percentage}}{133} \right]$
Upto 100%	5%	

Note(s): Extension of Scope of Work-Payment for any additional work beyond 36 months as mutually agreed by both parties will be paid on pro rata basis of full payment.

### 5.9.2 Investment Summits and other assignments

For the purpose of Investment Summits organized during the contract period, additional manpower may be deployed and Man-month rates, provided by bidder in financial proposal will be used for making payments for Summits. Following shall be the Criteria's for this



Criteria	Numbers	Payment percentage of quarterly payment of that quarter and payment of additional manpower deployed
Minimum CXO/Managing Director level officials of *A Class Companies attending the summit	100	100%
Minimum CXO/Managing Director level officials of *A Class Companies attending the summit	75-99	75%
Minimum CXO/Managing Director level officials of *A Class Companies attending the summit	50-74	50%

\*A Class Companies must be companies with annual turnover of last financial year exceeding Rs 100 crores in case of Indian companies and companies with a turnover of more than 1 Billion US\$ of last financial year in case of foreign companies, for the purpose of road shows and investor summits, the presence of Country/Business Heads level will be counted as delegates.

For the purpose of Events/Assignments organized by the department/other departments of GoP, where additional manpower is required, the same may be deployed at the Man-month rates provided by the bidder.

#### **5.10 Penalties**

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 @5% of quarterly payment for each default. The sum total amount of all unpaid and paid penalties shall not exceed 10% of total assignment fee. The Corporation reserves the right to recover any dues payable by the selected Bidder / penalties from any amount outstanding to the credit of the selected bidder, including the pending bills and/or revoking the bank guarantee under this contract.

#### **5.11 Substitution of Key Personnel**

PICTC will not allow any request of the Selected Bidder for substitution of Key Personnel for one year i.e Project Director, Project Manager and Senior Consultants. Substitution after one year will, however be permitted if the Key Personnel is not available for reasons of any incapacity, resignation or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of PICTC. Replacement which is not approved by PICTC will attract penalty of 5% of the quarter's fee in which personnel is not available.

#### **5.12 Indemnity**

Successful Bidder who has been awarded the contract (the "Indemnifying Party") undertakes to indemnify contractor (the "Implementing Agency") from

monetary loss or loss of reputation to any customer Department/s arising in favor of any person, Corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance.

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

- a) The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- b) The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
- c) The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- d) The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- e) The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;

In the event either of the Party seeks indemnification from other on account of any specific loss or losses (including any claim for damages) then party making the claim would be stopped from making any further claim, financial or otherwise in respect of that loss or losses (including any claim for damages

### 5.13 Termination of Contract

- a) **Material Breach:** In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a one month's notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the Nodal Agency or Implementation Agency, as the case may be will have the option to terminate the Agreement.
- b) Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:
  - i) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.

- ii) If the selected bidder fails to perform as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract.
- c) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, Punjab Infotech reserves the right to give the contract to another party of its choice by giving one month's notice for the same.
- d) In the event of the sum of all unpaid penalties exceeding 10% of Contract Value on any given date, the contract shall stand terminated automatically and PBG shall stand revoked in total. Deduction from annual payment on account of not meeting the annual targets will not be considered penalty for this purpose.

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

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

#### **5.15 Termination for Convenience**

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

#### **5.16 Consequences of Termination**

- a) In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], the Corporation shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/ continued execution of the scope of the Contract.
- b) Nothing herein shall restrict the right of the Corporation to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Corporation under law or otherwise.

- c) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

#### **5.17 Force Majeure**

- a) The Bidder shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this clause, “Force Majeure” means an event beyond the control of the Bidder and not involving the Bidder’s fault or negligence, and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c) If a Force Majeure situation arises, the Bidder shall promptly notify the Corporation in writing of such condition and the cause thereof. Unless otherwise directed by the Corporation in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **5.18 Taxes and Duties**

The Bidder shall be entirely responsible for all taxes; duties, etc. incurred as may be applicable at any given point of time within Union of India.

#### **5.19 Resolution of Disputes**

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

##### **a) Amicable Settlement**

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

**b) Arbitration**

In case dispute arising between the Corporation and the Bidder, which has not been settled amicably, the Bidder can request the Corporation to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Principal Secretary, Investment Promotion. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Chandigarh, Punjab. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

**c) Legal Jurisdiction**

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh only.

**5.20 Notices**

- a) Any notice or other document which may be given by either Party under this Agreement shall be given in writing, in person or by post.
- b) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address.

## Section 6: Team Composition

Total Duration of the Project: 36 Months and extendable to 60 months. For the extended period, rise of 10% shall be considered for the man-month rates provided by bidder in financial proposal.

S. No.	Position	Minimum Experience in years	Requirement Period
1	Project Director-1	15	At least thirty working days in a year
2	Project Manager-1	8	36 Months
3	Senior Consultant (2 Nos.)	5	36Months
4	Support Consultant ( 2 Nos.)	3	36Months

All personnel apart from Project Director shall be stationed at Chandigarh at the disposal of PICTC/Invest Punjab throughout the assignment period of 36 months. All resources deployed onsite on the project should be on the rolls of the consultancy firm and should have experience and knowledge of atleast five different thrust sectors as per the Industrial and Business Development Policy 2017. The Customer may decide to reduce the team at any time by giving one month notice to the consultant.

If at any point in time, the CORPORATION feels that a resource is not up to the mark, a replacement will be demanded in writing, and will need to be obliged within 2 weeks. The Consultant cannot change the team from what is proposed as a part of the response to this RFP for a period of one year. However if a resource needs to be changed after one year due to unforeseen circumstances, the Consultant needs to give it in writing to the Client and only upon agreement, the replacement may be carried out. In case of change of resource either on request of the client or by the consultant, there will be one month overlap for which no extra payment will be made by the client. As mentioned earlier, PICTC may ask the bidder to augment the team to carry out various activities such as Organizing Events, Investors Summits etc. Payment for the additional resources shall be made as per the man month rates shared by the Consultant in the financial proposal.

## Section 7: Governance Structure

The following governance committees, shall review progress, implementation, and rollout and issue necessary Policy Directions/Guidelines for the assignment:

**Tier-I:** Review and Monitoring at CS Level to set overall priorities and policy directions.

**Tier-II:** Review and Monitoring at level of CEO, Invest Punjab

## Section 8: Proposal Formats

Following are the proposal formats to be used by the bidders for submitting their Proposals for selection under the RFP:

S. No.	Performas	Description
<b>Pre-qualification</b>		
1	Performa-1	Covering Letter
2	Performa-2	Checklist
3	Performa-3	Particulars of the Bidder
4	Performa-4	Prior Experience Form
5	Performa-5	Declaration letter on non blacklisted company/firm
6	Performa-6	Certificate from Statutory Auditor
7	Performa-7	Special Power of Attorney
<b>Technical Bids/Proposals</b>		
8	Performa-8	Firm Experience
9	Performa-9	A. Curriculum vitae(s) of the proposed resources B. Composition of the Task and Team members
10	Performa-10	Technical Deviations
11	Performa-11	Performance Bank Guarantee
<b>Financial Bids/Proposals</b>		
12	Performa-12	Financial Proposal
13	Performa-13	Prebid Query Format



## Performa 1: Covering Letter

(To be filled, signed, scanned and uploaded in prequalification section of e-tendering Portal)

### **BID SHEET**

Tenderer's Bid Reference No. & Date:

Tenderer's Name & Address:

Person to be contacted:

Designation:

Telephone No.:

Email ID:

Fax No.:

To:

**The Managing Director,**

Punjab Information & Communication Technology Corporation,

5<sup>th</sup> & 6<sup>th</sup> Floor, Udyog Bhawan, Sector 17, Chandigarh.

**Subject: Selection of Knowledge Partner for Investment Promotion**

**Dear Sir,**

1. We, the undersigned, having carefully examined the referred RFP, offer to Propose for the Selection as Knowledge Partner for Investment Promotion.

#### **2. PRICE AND VALIDITY**

All the prices mentioned in our Bid are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 days from the date of opening of bids.

We do hereby confirm that our bid prices are exclusive of all taxes and levies.

#### **3. EARNEST MONEY**

We have paid the required earnest money through e-payment gateway. It is liable to be forfeited in accordance with the provisions of Tender document.

#### **4. DEVIATIONS**

We declare that all the services shall be performed strictly in accordance with the Scope of Work and specifications mentioned in the Tender document except the deviations as mentioned in the Technical deviation Performa (Performa-10). Further we agree that additional conditions/ assumptions, if any, found in the Bid documents, other than those stated in deviations Performa, shall not be given effect to.

## 5. BID PRICING

We further declare that the prices stated in our Bid are in accordance with your terms & conditions in the bidding document.

## 6. CONTRACT PERFORMANCE SECURITY

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee (PBG) as per terms of the Tender document.

7. We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge & belief.
8. Bid submitted online by us is complete in all respect as per tender.
9. We understand that you are not bound to accept the lowest or any bid that you may receive.

Thanking you,

Yours faithfully,

<Signature >

Name:

Date:

Designation:

Place:

<Seal>

Business Address:

## Performa 2: Checklist

(To be filled online in prequalification section of e-Tendering Portal)

### CHECKLIST & ORDER IN WHICH DOCUMENTS ARE TO BE SUBMITTED

Name of Bidder: \_\_\_\_\_

Sr. No.	Condition / Item	Yes / No	Page No.
<b>Will be checked at the time of Prequalification Evaluation(Eligibility Criteria)</b>			
1	<p>The bidder should be a single Business Entity. (Any kind of consortium/ Joint Venture / Sub-contracting is not allowed).</p> <p>(For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act, 1956 or a partnership firm registered under the Limited Liability Partnership Act of 2008, and operating for the last 5 years in Business Consulting as of March 31, 2018).</p> <p><b>Incorporation / Registration Certificate- Self Attested</b></p>		
2	<p>The bidder should have a minimum annual turnover of INR 300 crore from Indian operations in business consulting services in each of the last three financial years (FY 2014-15, FY-2015-16 and FY 2016-17).</p> <p><b>Certificate from statutory auditor (as per format mentioned in Performa 6-of this RFP) /audited financial statements for the three previous financial years with CA's Registration Number / Seal.</b></p>		
3	<p>The company should have at least 500 full time and permanent Staff on its rolls as on 31<sup>st</sup> March 2018.</p> <p><b>Certificate by competent Head HR of the company.</b></p>		
4	<p>The bidder should have been working in the consultancy assignments for a minimum of 5 years having annual turnover of INR 10 Crore from Government/ Public Sector Consulting services in India in each of the last 3 financial years. (FY 2014-15, FY-2015-16 and FY 2016-17).</p> <p><b>Certificate from statutory auditor (as per format</b></p>		

	<b>mentioned in Performa 6- of this RFP).</b>		
5	Should have offices in at least 10 developed countries along with atleast two states in India.  <b>Addresses of the offices to be provided on the letter head of the Company</b>		
6	The amount involved in pending litigations against the Bidder in various Courts/ Tribunals should be less than the net worth of the company/ firm.  <b>Certificate from statutory auditor (as per format mentioned in Performa 6- of this RFP).</b>		
7	The bidder should have served as Knowledge Partner/Consultant for investment promotion/ facilitation projects/for Government of India or any State government in India for minimum period of 2 years with a minimum consulting fees of INR 2 crores through single project or maximum of projects totaling up to INR 2.5 crores in last five years. In atleast one of the project, the bidder should have delivered a state level investors summit. <b>The Information to be provided in Performa 4. Work Order/Contract Agreement/Completion Certificate to be duly attached.</b> <b>In case of ongoing projects, atleast 2 years should have been completed.</b>		
8	The bidder should not be blacklisted by any agency of the central/ state government, public sector undertaking.  <b>Self-certification from the Bidder as per Performa- 5.</b>		
9	Tender fees and Processing Fees- Online Submission as mentioned in the data sheet.  <b>Acknowledgement/screenshot of fee paid online</b>		
10	Earnest Money Deposit.  <b>Acknowledgement/Screenshot of fee paid online</b>		

### Performa 3: Particulars of Bidder

(To be filled, signed, scanned & uploaded in prequalification section of e-tendering portal )

#### BIDDER PARTICULARS FOR TENDER NO.

1. Name of the Company : \_\_\_\_\_
2. Registered Office Address : \_\_\_\_\_
  
3. Telephone No : \_\_\_\_\_
4. Fax.No : \_\_\_\_\_
5. PAN No. : \_\_\_\_\_
6. Constitution of the bidder company : \_\_\_\_\_
7. Core Business activities : \_\_\_\_\_
8. Experience in consultancy services (years with proof):\_\_\_\_\_
9. Date of first assignment : \_\_\_\_\_
10. World wide Presence : \_\_\_\_\_
11. Presence in India : \_\_\_\_\_
12. Total number of employees : \_\_\_\_\_
13. No of employees in consultancy services: \_\_\_\_\_
14. Details of main branches : \_\_\_\_\_
15. Name & address of the officer to whom : \_\_\_\_\_  
all references shall be made regarding : \_\_\_\_\_  
this Tender : \_\_\_\_\_  
E-Mail : \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Fax No. : \_\_\_\_\_
16. PAN No. : \_\_\_\_\_
17. GST Reg. Number : \_\_\_\_\_

As of this date the information furnished in all parts of this form is accurate and true to the best of my knowledge.

Signature

Name

Designation

Company

Address

Date

### Performa 4: Prior Experience Form

(To be filled, signed, scanned and uploaded in prequalification section of e-tendering portal)

**(Using the format below, provide information in respect of major assignments as Consultant/Knowledge Partner/ for Investment Promotion/Facilitation projects or Investor Summit by the company. Proof of work completed/in progress for Government of India/any State Government of India must also be attached)**

S.No	Details of client along with address, telephone and Fax number	Year	Consulting Fees (Rs.)	Job Description
1.				
2.				

(Signature of the Authorized Person)

Date:

Name:

Place:

Designation:

Business Address :

Seal :

## Performa 5: Declaration Letter on Non Blacklisted Company/Firm

(To be signed, scanned and uploaded in prequalification Section of e-Tendering portal)

*[Bidders are required to submit the Declaration letter as given here on their letterhead]*

To

*The Managing Director*

*Punjab Information & Communication Technology Corporation Ltd.*

*5th & 6th Floor, Udyog Bhawan*

*18 Himalaya Marg, Sector 17, Chandigarh - 160017*

**Sub:** Declaration for not being ineligible due to corrupt or fraudulent practices or blacklisted by any Government or Public Sector Units in India.

Dear Sir,

We, the undersigned, hereby declare that:

**We are not under a declaration of blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of submission of the Bid.**

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

## Performa 6: Certificate from Statutory Auditor

(To be filled, signed, scanned and uploaded in prequalification section of e-tendering portal)

(On the letterhead of statutory auditor)

The Managing Director,  
Punjab Information & Communication Technology Corporation Ltd.  
5<sup>th</sup> & 6<sup>th</sup> Floor, Udyog Bhawan;  
18, Himalaya Marg, Sector 17;  
Chandigarh, 160017

### CERTIFICATE

We hereby certify the following information on the basis of the audited Profit and Loss Accounts for the Financial Years ended on 31 March 2015, 31 March 2016 and 31 March 2017 of [Name and Address of the Bidder].

Financial Year ended on	Turnover from Consultancy Services (exclusive of taxes) (Amount in INR)
31 March 2015	
31 March 2016	
31 March 2017	
Average Turnover for the above mentioned financial years	

We further certify that [Name of the bidder] is providing consultancy services for more than last five years and has annual turnover in excess of Rs. 10 crores on account of government sector consulting services (exclusive of taxes) in India in each of the last three financial years (FY 2014-15, FY 2015-16 and FY 2016-17).

We also certify that [Name of the bidder] does not have any pending non-tax litigations in any court(s)/tribunal in India or the amount involved in pending litigations against the Bidder in various Courts/ Tribunals should be less than the net worth of the company/ firm.

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



## Performa 7: Special Power of Attorney

(To be filled, signed, scanned and uploaded in prequalification section of e-tendering Portal)

### SPECIAL POWER OF ATTORNEY

Know all men by these presents that we <<name of company>> incorporated in India under the Companies Act, 1956 and having its registered office at <<registered office address>> (India) (Hereinafter called the “Company”) DOTH hereby nominate, constitute and appoint <<name of person in whose favour authority is being made under the attorney >>, <<Designation of the person>>, s/d/o <<father’s name of the person>>, to be true and lawful attorney in fact and at law of the Company for and in the name and on behalf of the Company, to do, execute and perform all or any of the following acts, deeds, matters and things namely:-

1. To appear for and represent the Company to all intents and purposes in connection with the matters pertaining to signing and submission of tender (No /<<..>>) for selection of Bidder for <<project name>> and all affairs ancillary or incidental thereto.
2. AND the Company hereby agree that all acts, deeds and things lawfully done by the said attorney shall be construed as acts, deeds and things done by the Company itself on the above matter and the Company hereby undertakes to ratify and confirm all and whatever its attorney shall lawfully do or cause to be done for and on behalf of the Company by virtue of the powers hereby given.

In witness whereof <<name of person authorized to execute the attorney on behalf of Company>>, <<Designation of the person>> of the Company acting for and on behalf of the Company under the authority conferred by the <<reference of body/ notification/ authority orders like Board of Directors of the Company>> in its <<reference/ number/ meeting held on>> dated <<date of reference>> has signed this Power of Attorney at <<place>> on this day of <<day>> <<month>>, <<year>>.

The signatures of <<name of person in whose favour authority is being made under the attorney >> given below are hereby certified.

<<signature, name & designation of person executing attorney and name of company>>

WITNESS:

<<signature, name & designation of person witness to this attorney>>

<<signature & name of the person in whose favour authority is being made under  
the attorney >>

CERTIFIED:

<<signature, name & designation of person executing attorney and name of  
company>>

## Performa 8: Firm Experience

(To be filled, signed, scanned and uploaded in technical section of e-tendering Portal)

### 8.1 Experience of assisting State Governments in Investment Promotion/ Facilitation as Consultant/Knowledge Partner

Projects	Year	Name of the client	Description of assignment including location	Duration of assignment	Cost of assignment
1					
2					
3					
4.					
5.					

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 wherein minimum contract value is INR 1 crore and assignment date is not before January 2013

(Signature of the Authorized Signatory)

**Note-** Copies (relevant pages) of work orders/agreement/letter of award/extension letters/completion certificates must be duly certified by the authorized signatory of the bidding company to be enclosed in support of projects.

## 8.2 Experience in organizing Investors Summits for a State.

Projects	Year	Name of the client	Description of assignment including location	Duration of assignment	Cost of assignment
1					
2					
3					

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 wherein minimum contract value is INR 1 crore and assignment date is not before January 2013.

(Signature of the Authorized Signatory)

**Note-** Copies (relevant pages) of work orders/agreement/letter of award/extension letters/completion certificates must be duly certified by the authorized signatory of the bidding company to be enclosed in support of projects.

## Performa 9: Proposed Team's Experience

### 9. A Curriculum Vitae(s) of the proposed resources

(To be filled, signed, scanned and uploaded in technical section of e tendering portal)

<<Picture of the proposed resource>>	<b>1.Name</b>			
	<b>2.Proposed Position:</b>			
	<b>3.Date of Birth</b>			
	<b>4.Education:</b>			
<b>5. Employment Record</b>	<b>From</b>	<b>To</b>	<b>Company</b>	<b>Position Held</b>
<b>6. Brief Profile</b>				
<b>7. Languages</b>				
<b>8. Work Undertaken that Best Illustrates Capability to Handle the Task Assigned</b>				
<b>9. Nature of Work:</b>				
Year:				
Location:				
Company:				
Position Held:				
Main features:				
Activities Performed:				

(Name and Signature of Authorized Signatory)

### Performa 9. B: Composition of the Team and Tasks of Team Members

(To be filled, signed, scanned and uploaded in technical section of e-tendering portal)

Sr. No.	Name	Present Designation	Number of years on Payroll of the bidder	Minimum Qualification and Experience (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 and Signature of Authorized Signatory)

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Bidder:

Address:

### Performa 10: Technical Deviations

(To be filled, signed, scanned and uploaded in technical section of e-tendering portal).

Name of Bidder: \_\_\_\_\_

**Subject: Selection of Knowledge Partner for Investment Promotion**

Following are the Technical deviations & variations from the exceptions to the specifications as mentioned in RFP. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be provided as per your specifications and documents.

S No.	Clause No	Page No	Statement of deviations and variations

**Date**

**Signature**

**Name**

**Place**

**Seal**

## Performa 11 : Performance Bank Guarantee

*Punjab Information & Communication Technology Corporation Ltd.*

*5<sup>th</sup> & 6<sup>th</sup> Floor Udyog Bhawan,*

*18, Himalaya Marg, Sector 17, Chandigarh - 160017*

*Tel- 0172-5256400 Fax – 91-172-2702423*

This deed of Bank Guarantee made this <<day>> day of <<month>> <<year>> by <<Name of Bank>> having its office at <<office address of the Bank>>, hereinafter referred to as “**The Bank**” which expression shall include their successors, in favor of Punjab Information & Communication Technology Corporation Ltd situated at *PICTC LTD, 5<sup>th</sup> & 6<sup>th</sup> Floor Udyog Bhawan, 18 Himalaya Marg, Sector 17, Chandigarh – 160017* (hereinafter referred to as “Corporation” which expression shall include their successors).

2. Whereas the Corporation has issued notification no. <<Notification no.>> dated <<date of notification>> to M/s <<Name of the Company>> a company incorporated in India under the Companies Act, 1956 and having its registered office at <<registered office address>> (India) and place of business at <<business address of company>> hereinafter referred to as “**The Company**” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) for Selection as Knowledge Partner for <<project name>>.
3. In consideration the Corporation selecting the Company as to <<project name>> as per the terms and conditions of the Agreement entered into between the Corporation and the Company, we the Bank, hereby irrevocably and unconditionally guarantee to pay the Corporation on first demand without demur any sum up to Rs <<amount>> (Rupees <<in words>>) merely on claim or demand by telex and/ or writing by the Department by reason of breach by the Company of any of the terms or conditions contained in the said Agreement or by reason of the Company’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.
4. We, the Bank, undertake to pay to the Corporation any money so demanded notwithstanding any dispute(s) raised by the Company in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this



bond shall be valid discharge of our liability for payment there under and the Company shall have no claim against us for making such payment.

5. The Bank's liability herein contained in this guarantee shall not be impaired or discharged by any extension of time or any forbearance of neglect on the part of the Corporation or any variations or alterations made, considered or agreed to with or without knowledge or consent of the Bank by or between the Corporation and the Company.
6. The guarantee shall remain in all force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or up to 30 months from the date of its execution i.e. up to <<day>> day of <<month>> <<year>> , or the Corporation certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the Company and accordingly discharges this guarantee
7. We, the Bank, further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Company from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the Company and to forbear or enforce any terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the Company or for any forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said Company or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
8. The Bank Guarantee shall not be discharged due to any change in the constitution of the Bank or the Company.
9. NOTWITHSTANDING anything contained herein,
  - a. Our liability under this Bank Guarantee is restricted to Rs <<amount>> (Rupees <<in words>>),
  - b. This Bank Guarantee shall be valid up to dd.mm.yyyy inclusive of the claim period, and

- c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the Corporation serve upon us a written claim or demand on or before dd.mm.yyyy.
10. We, the Bank, undertake not to revoke this Bank Guarantee during its currency except with the previous written consent of the Corporation in writing and the guarantee shall be continuous and irrevocable up to the sum stated hereinabove.

Place:

Date: (Signature of Authorized signatory & Stamp of Bank)

## Performa 12: Financial Proposal

(To be filled, signed scanned and uploaded in financial section of e-tendering portal)

(On Bidder's letter head)

[Location, Date]

FROM: [Name of Bidder]

.....  
 .....

To  
 The Managing Director,  
 Punjab Information & Communication Technology Corporation Ltd,  
 5<sup>th</sup> & 6<sup>th</sup> Floor, Udyog Bhawan,  
 18, Himalaya Marg, Sector 17;  
 Chandigarh; India

**Sub: Selection of Knowledge Partner for Investment Promotion**

Dear Sir,

We, the undersigned, offer to provide the services as Knowledge Partner for Investment Promotion

In accordance with your RFP, Our Financial Proposal for Assignment is for the sum total of Rs..... (In lacs)(Amount in words and figure) This amount is exclusive of taxes. The breakup of the amount resource wise is as under:

Sr. No.	Manpower	Man months A	Man Month rates B	Total C (A*B)
1.	Project Director	3		
2.	Project Manager	36		
3.	Senior Consultants	72		
4.	Support Consultants	72		
5.	Total			

1. Our Financial Proposal shall be binding upon us up to the expiration of the validity period of the Proposal, as per RFP. ....
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 all international road shows and domestic roadshows) 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 in force in India.
5. These rates would be valid for the period of assignment and any additional manpower required would be provided on the above mentioned rates. These rates will also be used in case of subsequent reduction in manpower.

Yours sincerely,

Authorized Signature: Name and Title of Signatory:

Name of Bidder: Address:

### Performa 13: (Prebid Query Format)

(To be submitted by the bidder on company's letter head at the time of submission of Pre bid queries along with the proof of purchase of tender document)

Name of the Company:


Queries must be sent in the following format:

Sr No.	Reference (Page No. / Para/ Sub Para No. & Heading / Sub Heading	Existing Clause / text	Clarification / Amendment Sought	Suggestions / Remarks (if any)
1				
.				
N				

(Authorised signatory & seal of Company)

Date :

## Appendix A: Instructions to Bidders for E-Tendering

Sr. No.	Title	Description					
1	Punjab e-Tendering Website	<a href="https://eproc.punjab.gov.in/">https://eproc.punjab.gov.in/</a>					
2	View and print Tender Documents Free of cost	<p>To Download/ View the tender notifications and corrigendum follow the steps given below:</p> <ol style="list-style-type: none"> <li>a. Click on “Tenders by Organisation” after opening the e-Procurement website.</li> <li>b. Please click on link under “Tender Count” in “Organisation Name” i.e. “Punjab Information &amp; Communication Technology Corporation Ltd” from the list.</li> <li>c. A list of tenders will appear on the screen.</li> <li>d. Click on link under “Title and Ref.No./Tender ID” to view particular tender.</li> <li>e. Click  to print (right top side).</li> </ol>					
3	Digital Signatures	The user must be in possession of a valid Digital Signature Certificates (DSC) which may be procured from any of the authorized Certifying Authority (CA), such as; e-mudra, N-code, Sify etc. In case of any problem in compatibility of DSCs, you may go through “Bidders Manual Kit“ or “FAQ’s” (right bottom on home screen) or e-Procurement helpdesk may be contacted. Helpdesk contact details are at “Contact Us” (top right on home screen)					
4	e-Payment Options and procedure	<p>1. The cost of the bidding documents (non-refundable) shall be paid online through Net Banking at portal <a href="https://eproc.punjab.gov.in/">https://eproc.punjab.gov.in/</a></p> <p>2. Bid Security/Earnest Money Deposit (EMD) of the amount specified for the Project/Work(s) in the table above shall be paid online through Net Banking at portal <a href="https://eproc.punjab.gov.in/">https://eproc.punjab.gov.in/</a></p> <p>Following options are available for making e-Payment:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Purpose &amp; Amount</th> </tr> </thead> <tbody> <tr> <td>Registration Fee – As of Now Free (Subject to updates on website)</td> </tr> <tr> <td>Tender Fee (differs for each tenders)</td> </tr> <tr> <td>Processing Fee (0.1 % of tender estimated value + GST – Varies between Rs. 500.00 to Rs. 5000.00) Rs. 2000.00 + GST for tenders where estimated value is not known</td> </tr> <tr> <td><b>EMD (differs for each tenders)</b></td> </tr> </tbody> </table>	Purpose & Amount	Registration Fee – As of Now Free (Subject to updates on website)	Tender Fee (differs for each tenders)	Processing Fee (0.1 % of tender estimated value + GST – Varies between Rs. 500.00 to Rs. 5000.00) Rs. 2000.00 + GST for tenders where estimated value is not known	<b>EMD (differs for each tenders)</b>
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5	<p>Registration</p> <p>Refer to Manual – “Registration of Bidders” under “Bidders Manual Kit“(right bottom on home screen)</p>	<p>Steps to be followed for registration of bidders:</p> <ol style="list-style-type: none"> <li>Click on “Online Bidder Enrollment” and fill the online registration form. (Home Page – Right Side)</li> <li>Registration Fee – As of Now Free (Subject to updates on website).</li> <li>Note the User ID and Password allotted by the system.</li> </ol>
6	<p>Login &amp; Participation in the Tendering process</p>	<p>Log in with your <b>User Id and Password</b> (which was allotted by the system after registration). For participating in the tendering process follow the instructions given below:</p> <ol style="list-style-type: none"> <li>Insert the PKI (which consists of your DSC) in your PC USB port (make sure that necessary driver software of PKI is installed in your system).</li> <li>To open the Microsoft Internet Explorer (from the Desktop of your computer) click on the Internet Explorer icon, or</li> <li>Go to Start &gt; Programs &gt; Internet Explorer.</li> <li>Type <a href="https://eproc.punjab.gov.in/">https://eproc.punjab.gov.in/</a> in the address bar, to access the Login Screen.</li> <li>Enter e-Procurement User Id and Password, click on “Login”.</li> <li>Again Click on “Login” for selecting the DSC (Middle Left of the Screen).</li> <li>Enter DSC token Password.</li> <li>Click “Search Active Tenders” on the left side of the page to search the tenders.</li> <li>Then select the Organisation (in this case Punjab Information &amp; Communications Technology Corporation Ltd.) from the drop box in whose tender you intend to participate and click submit.</li> </ol>
7	<p>Online Request for Tender Documents</p>	<p>Please refer to manual “Online e-Bid Submission” under “Bidders Manual Kit“ (right bottom on home screen) and please</p>
8	<p>Pay EMD and update details in the web site</p>	
9	<p>Upload files – Technical Sheet/ Price bid Sheets and attach documents to the tender</p>	
11	<p>To Submit the Tender</p>	<ol style="list-style-type: none"> <li>Bids once submitted may be revised prior to tender closing date and time.</li> <li>Note down / take a print of “Bid Acknowledgement Page” once it is displayed on the screen.</li> </ol>
12	<p>To view the tender opening process</p>	<p>Tender opening event can be viewed online as per procedure given below:</p> <ol style="list-style-type: none"> <li>Log in with your User Id and Password (which was allotted by the system after registration).</li> <li>Click “Search Active Tenders” on the left side of</li> </ol>

		<p>the page to search the tenders.</p> <p>c. Then select the Organisation (in this case Punjab Information &amp; Communications Technology Corporation Ltd.) from the drop box in whose tender you intend to participate and click submit.</p>
13	e-Procurement Help Desk details	Helpdesk contact details are at "Contact Us" (top right on home screen)



## Appendix B: Contract Agreement

**Date:**

**Reference No. : PICTC/IR/KP/2018/01**

### CONTRACT AGREEMENT

**THIS AGREEMENT** is made on the <<day>> day of <<month>> 2018.

#### **BETWEEN:**

*Punjab Information & Communication Technology Corporation Ltd.* having its offices at the Punjab Information & Communication Technology Corporation Ltd., Govt. of Punjab Undertaking, Udyog Bhawan, Sec-17, Chandigarh – 160017, India hereinafter referred to as “**Punjab Infotech**” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the FIRST PART;

#### **AND**

M/s <<name of selected company>>, incorporated in India under the Companies Act, 1956 and having its registered office at <<registered office address>> (India) and place of business at <<business address of company>> hereinafter referred to as “**The Company**” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the SECOND PART;

#### **WHEREAS**

(I) Punjab Infotech is desirous of appointing Knowledge Partner for Investment Promotion.

(II) The **Company** having represented to Punjab Infotech that it has the required professional skills and personnel and technical resources, has agreed to provide the equipment, services on the terms and conditions set forth in this Contract;

#### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

- (a) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP.
- (b) The following documents in relation with Request for Proposal issued for selection of bidder shall be deemed to form and be read and

construed as part of this Agreement viz:

- 1) Invitation for Bids.
  - 2) Instructions to Bidders (ITB).
  - 3) General Contract Conditions (GCC).
  - 4) Scope of Work (SOW).
  - 5) All Annexure, amendments, supplements, corrigendum or clarifications thereto.
  - 6) Award of Contract.
- (c) The contract shall begin from the date of signing of the contract, as and when the Project would be assigned to the Company.
- (d) The mutual rights and obligations of the Department and the Company shall be as set forth in the Contract, in particular:
- 1) the company shall carry out the services in accordance with the provisions of the Contracts;
  - 2) the company shall provide services in conformance to terms and conditions laid out in RFP and strictly avoid conflicts with other assignments/ jobs, downstream projects or their corporate interests and act without any consideration for future work; and
  - 3) Punjab Infotech shall make payments to the Company in accordance with the provisions of the Contract.

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

**Signed by:**  
**(Name and designation)**

**Signed by:**  
**(Name and designation)**

**Authorized Signatory of the  
Company**

**Authorized Signatory of the  
Company**

**Witness**

**Witness**