

REQUEST FOR PROPOSAL

FOR

**Selection of Knowledge Partner for Industries &
Commerce Department, Government of Assam**

Issued by

Assam Industrial Development Corporation Limited (AIDC)

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Section 1. Disclaimer

- 1.1** While this Request for Proposal document (RFP) has been prepared in good faith, neither the Assam Industrial Development Corporation Limited (AIDC) nor its employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of Information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.
- 1.2** This document is not transferable and this RFP does not purport to contain all the information that each Bidder may require and accordingly is not intended to form the basis of any investment decision or any other decision to participate in the bidding process for the selection of the Successful Bidder for this Project. Each Bidder should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in this document and obtain independent advice from appropriate sources
- 1.3** Though adequate care has been taken while preparing this Bid Document, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten days from the date of issue of this document, it shall be considered that the issued document received by the Bidder is complete in all respect.
- 1.4** AIDC may modify, amend, reject or supplement this RFP document in accordance with norms and procedures and as per the requirement of the project. AIDC reserves the right to waive any irregularity in the proposal (RFP) and AIDC makes it clear that the RFP is not an offer/ contract.
- 1.5** Neither AIDC nor its employees shall be liable to any Bidder or any other person under any law including the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may

arise, or be incurred, or suffered, in connection with this RFP document, or any matter that may be deemed to form part of this RFP document, or the award of the contract, or any other information supplied by AIDC or their employees or consultants or otherwise arising in any way from the selection process for the award of the contract for the Project.

- 1.6** AIDC is not bound to accept any or all the Proposals. AIDC reserves the right to reject any or all the Proposals without assigning any reasons. No Bidder shall have any cause for action or claim against AIDC or its officers, employees, successors or assignees for rejection of his bid. The RFP submitted by the bidder will be the property of AIDC.
- 1.7** By purchasing the RFP, the purchaser of the RFP and each Member of a Consortium (collectively referred to as Covenanter), shall be deemed to have confirmed that the Covenanter is fully satisfied with the process of evaluation of the Bid by the Procure r/ Authorized Representative and its decision regarding the qualification or disqualification or short-listing of the Bidders for sale of the RFP. The Covenanter hereby expressly waives any and all objections or claims in respect thereof.

Section 2. Invitation

2.1 Introduction:

- 2.1.1** One much discussed feature of recent industrial development reforms is the change in emphasis away from generic approach towards specialization towards a more holistic and integrated approach. In order to address complex policy issues more effectively, government organizations need to cross policy fields and collaborate more closely.
- 2.1.2** The State Government of Assam is poised to bring in more professional expertise in order to realise its full potential and deliver its promises to each and every stakeholder of Assam. The government intends to further sharpen and publicise its policies and enhance employment to its broad human base.
- 2.1.3** To chart out and implement the vigorous vision for the state, the Government of Assam intends to on-board World's leading Professional Consultancy Firm as Knowledge Partner (KP) for Industries & Commerce Department to make Assam as preferred business destination in India across its focus the sectors.

2.2 Objectives of the program :

- 2.2.1** To position the State as emerging investment destination.
- 2.2.2** Create a conducive investment climate through reduced regulations, general facilitation and evolving such policies so as to induce investments in the State.
- 2.2.3** Attract investments to develop world class social and industrial infrastructure in the state.
- 2.2.4** Create new employment opportunities on a large scale in the State.
- 2.2.5** Foster ease of doing business and uplift Assam's rank in DIPP's Ease of Doing Business state rankings
- 2.2.6** Create Schemes/ Measures for enhancing competitiveness of Industry by cost reduction through Policy framework of the State Government.
- 2.2.7** Develop strong local ancillary base in focus sectors.

2.3 Invitation:

2.3.1 In pursuance of the above, AIDC invites applications from interested reputed global consultants/companies State Level Knowledge Partner (KP).

2.4 The Structure of Engagement

2.4.1 The Industries Department, Government of Assam propose to engage professional consultancy firm as its KP who would be instrumental in implementing industry best practices not only in technical areas but also on-board end to end project management processes.

2.4.2 The KP will be responsible for assisting the departments in end-to-end program conceptualisation, inspiring from best practices, and project management. This will result in delivering desired outcomes in-line with the ambitious goals set by the government for its major areas. This team will act as support for the department and its directorates.

2.4.3 Role of Knowledge Partner

The scope of work for knowledge partner is defined under Terms of Reference.

The final selection will be based on technical and financial bids of the shortlisted consultants through a Quality and Cost Based Selection (QCBS) System as per information given in data sheet.

2.5 The Managing Director, AIDC or the Authorized Official of AIDC, may accept or reject any bid without assigning any reason whatsoever. In case of dispute, the decision of Managing Director, AIDC will be final.

Thanking You,
Yours Sincerely,

Managing Director
Assam Industrial Development Corporation Limited (AIDC)

Section 3. Timelines and Data Sheet

Issue of tender	10.May,.2018
Last Date and time for submitting Pre-Bid Queries	15:00 hrs, 19.May.2018
Pre- Bid Meeting	11:00 hrs, 24.May.2018
Reply of Pre-Bid Queries to be uploaded	15:00 hrs, 28.May.2018
Last date and time for submission of response to RFP (Bid – Documents)	13:00 hrs, 22.June.2018
Date of opening of the bid (Minimum Eligibility Criteria)	14:00 hrs, 22.June.2018
Date of opening of the bid (Technical Proposal)	15:00 hrs, 22.Jun2.2018
Date of Technical Presentation	Within one week on opening of the technical proposal and confirmed details will be informed to shortlisted bidders
Date of opening of Financial Proposal	To be informed to technically shortlisted bidders
Address for collecting tender document, sending pre-bid queries and bid receiving address	Managing Director Assam Industrial Development Corporation Limited (AIDC) A-4, RG Baruah Road, Ambikagirinagar, Guwahati, Assam 781024 Tel: (91-361) 2201215 Fax: (91-361) 2200060 E-mail: aidcltd@gmail.com Website: www.aidcltd.com
Assignment Duration:	The duration of the consultancy assignment shall be two years and may be further extended by two more years on mutually agreeable terms with annually increased rate of 15% per annum per resource.
Tender Fees (Non – refundable)	INR 10,000/- (Ten Thousand Only) plus processing fee
Ernest Money Deposit (EMD)	INR 5,00,000/- (Five Lakhs Only)
Format for Tender fees	Demand Draft to be issued by any Nationalized / Scheduled Bank drawn in favour of Assam Industrial Development Corporation Limited+payable at Guwahati. Tender Fees should reach AIDC before the last date and time submission of response to RFP
Format for EMD	Demand Draft/ Bank Guarantee to be

	issued by any Nationalized / Scheduled Bank drawn in favour of Assam Industrial Development Corporation Limited+payable at Guwahati. Tender Fees should reach AIDC before the last date and time submission of response to RFP
Selection process	Quality cum Cost Based Selection (QCBS): Weighting of technical score to financial score will be 80:20
Consortium/JV/Sub contracting	Not permitted
Project duration	24 months and further extendable by 24 months
Preparation and submission of proposal	<ul style="list-style-type: none"> • Envelope A: Letter for Bid Submission (Form 1) Supporting documents for Minimum Eligibility Criteria, Tender Fee and EMD shall be placed in sealed envelope clearly marked Minimum Eligibility Criteria An authorized representative of the bidder should sign all pages of the proposal. A power of Attorney (should be included in the Envelope A for the same). A CD / pendrive containing a copy of the proposal in doc / docx / pdf format should be included. • Envelope B: the Technical Proposal shall be placed in a separate sealed envelope clearly marked Technical Proposal An authorized representative of the bidder should sign all pages of the proposal. Envelope B can only be opened upon qualifying Envelope A, i.e, Minimum Eligibility Criteria. A CD / pendrive containing a copy of the proposal in doc / docx / pdf format should be included. • Envelope C: Financial Proposal shall be placed in a sealed envelope clearly marked Financial Proposal

	<p>An authorized representative of the bidder should sign all pages of the proposal. Envelope C can only be opened upon qualifying Envelope B, i.e, Technical Qualification.</p> <p>Envelope D: Envelopes (A, B and C) shall be placed into an outer envelope (D) and sealed. This outer envelope shall bear the submission address and be super scribed “Response to RFP for hiring of Knowledge Partner for Industries & Commerce Department, Government of Assam”</p>
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Section 4. Terms of Reference

Role of Consultant/ Scope of Work

The scope of the KP will be driven through four separate modules wherein the first module would involve devising strategy and the implementation plan for the ambitious program.

4.1 MODULE 1- EASE OF DOING BUSINESS

With the objective of designing state level intervention around EODB, consultant would aim to drive state towards preferred business destination

This module will be focusing on enabling ease of doing business through single window system in the State of Assam. This will involve:

- Examining the current policy, institutional and regulatory environment, regulatory interfaces, practices and processes for investors and businesses throughout the lifecycle of a business entity
- Identifying key bottlenecks impacting the ease of doing business and the business environment in Assam
- Given the increasing relevance of the Micro, Small and Medium Enterprises (MSME) towards business contribution in the country, the module would focus on issues facing this segment within the manufacturing industry.
- Identification of key aspects for institutional strengthening and organizational restructuring, developing strategy for institutional reforms and capacity building
- Assist department on the DIPP annual assessment of Ease of Doing Business
- Assist the Department in operationalizing the Single Window Clearance System and establishment of ABIP and designation of an appropriate agency of the department as the SWA
- Assist the SWA and Department in roll out of the Single Window Clearance System across the State (all stakeholder Departments and agencies) and capacity building of Department personnel as well as key personnel of other stakeholder departments/ agencies which will use the Single Window Clearance System.
- Will handhold the SWA and work closely with the Chief Executive officer of the SWA in processing of investment applications as per the timelines laid down in the act.

4.2 MODULE 2- LEAD GENERATION AND INVESTMENT GROUNDING SUPPORT

- 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 Assam
- Leverage country-based desks / trade agencies for direct focus on investors to facilitate investment;
- Identify events and assist the state to participate in multi-lateral forums, trade fairs and conferences; collaborate with global embassies, chambers of commerce and business councils.
- Support the department in facilitating dialogues with Investors, including handholding of high value Investors from contact to conversion.
- Provide support to leads generated in the road shows and/or state sessions and one to one meetings
- Identify select companies for systematic targeting during the duration of the project and attempt to bring these companies to implementation stage in Assam
- Shall coordinate with the all concerned for facilitating requests of companies and constantly follow upon pending requests and bring to the attention of the Department in case of delay.

4.3 MODULE 3- KNOWLEDGE MANAGEMENT and CAPACITY BUILDING

- To track investment trends and other development indicators across and update on regular basis the statistical information as collected and made available by the central government or any other statutory authority
- To act as Knowledge manager to the department with a convergence approach towards one-State-one-message-one-Approach perspective
- Develop sector competitiveness guides
- To work towards promoting the state of Assam as most preferred investment destination in the country for the given sector
- Assist the Media and PR partner with relevant content for publicity including digital media
- Support in Website updation on a continuous basis during the project period (limited to suggestions and IT implementation is not included as per of this scope of work)
- To study the role and activities of various organizations / agencies under the administrative control of Department of Industries and Commerce,

Govt. of Assam and define / re-define the same according to investment trends and other development indicators as follows:

- i. Carry out a detailed study of the defined and existing roles of the agencies, identify overlaps and understand best practices being followed in other competing and industrially developed states
- ii. Based on the above assessment to propose a revise and revamped role and structure / framework for the agencies to optimize industrial infrastructure development and investor facilitation.
- iii. Wherever applicable will also identify the necessary changes in Acts / laws under which some of the agencies may have been setup
- iv. A detailed roadmap for revamp and implementation of the revised roles of the agencies will be submitted to the Department for necessary administrative approvals and implementation
- v. Provide all necessary support to the Department in implementation of the same.
- vi. Derive the action plan and strategy for Assam Industrial Development Corporation for the next five years, ten years and fifteen years.

4.4 Module 4 –Long Term Industrial Infrastructure Development Planning

- The PMU shall carry out a detailed forecasting of industrial infrastructure that will be required to be developed by Government of Assam to sustain and promote industrial development in state through assessment of the industrial infrastructure requirement.
- Based on socio-economic development and infrastructure demand in various regions of the state, the Knowledge Partner will identify the key clusters / regions/ areas to be taken up for industrial development
- Identify the anchor sector/ industry for each cluster and envisaged infrastructure for development of an holistic ecosystem for the sector
- The Long Term Industrial Infrastructure Development plan for the state will take into account:
 - i. Trends in economic activity affecting the demand for infrastructure including overall state economic growth; estimation of impact on economy through multiplier effect; drivers of regional economic development and economic opportunities such as the Act East Policy of Government of India.
 - ii. Various vision documents and infrastructure plans prepared by State government agencies if any

- iii. Key policy and regulatory impediments in development of projects and suggested remedial measures
- iv. Methodology for identifying and prioritizing infrastructure projects (including highlighting hurdles [such as issues of land acquisition] that require resolution)
- v. Strategies to improve the coordination of infrastructure planning and construction agencies across the state including collaboration between agencies and levels of government on the management, use and co-location of infrastructure assets; cooperation between the State and local governments, on the best mix of funding from different tiers of governments for infrastructure financed through public investment and partnerships between infrastructure providers
- vi. Strategies to promote investment in infrastructure that is timely, efficient and innovative including using demand management, where this is more cost-effective option; designing adaptable and multi-purpose facilities for shared use, and promoting shared and multiple use of existing infrastructure assets, where appropriate; exploring options for redevelopment and alternative uses of existing infrastructure assets; applying advances in technology that offer innovative
- vii. Infrastructure solutions and making use of the full range of funding options (including private financing)
- viii. To promote sustainability (financial viability, environmental sustainability and social inclusiveness) at the core to development of infrastructure projects
- ix. Prepare project and prioritization for projects based on multiple criteria
- x. Implementation Strategy and Action Plan for these projects: a comprehensive and holistic implementation strategy for the proposed action plan including, but not limited to, priority of projects within the action plan, action to be initiated in each sector, how to develop clusters development approach, driver and linkage projects, integration of various infrastructure projects and potentials, suggestions on removing hindrances based on past experience and identification of critical factors in successful implementation of the Action Plan

Section 5. Eligibility Criteria and proposal evaluation

5.1 The consulting firm or the lead member of the consortium, as the case may be, shall fulfil the following minimum qualification criteria:

#	Sections	Specific Requirements	Supporting Document Required
1.	Legal Entity	<ul style="list-style-type: none"> 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 10 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 200 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)	Certificate from statutory auditor /audited 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 st March 2018	Certificate by competent Head HR of the company

#	Sections	Specific Requirements	Supporting Document Required
4.	Turnover from Government Consulting Services	The bidder should have 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	Certificate from statutory auditor
5.	Pending Litigations	The amount involved in pending litigations against the Bidder in various Courts/ Tribunals should less than the net worth of the company/ firm.	Certificate from statutory auditor.
6.	Prior experience	The bidder should have served as Knowledge Partner for State or Center for their investment promotion program or central / state schemes for infrastructure investment programs with a consulting fees of INR 5 crore through single contract or maximum of two contract totalling up to INR 5 crore	Work Order and Completion Certificates
7.	Blacklisting	<ol style="list-style-type: none"> The bidder should never have been blacklisted, suspended or terminated by any agency of the central government, public sector undertaking or by any department of State Government in India There should not be any non-tax pending litigation in any courts across India. 	Self-certification. False certification and / or non-disclosure will lead to forfeiture of the EMD and disqualification from the evaluation process and blacklisting in the State of Assam

#	Sections	Specific Requirements	Supporting Document Required
8.	Tender Fee and Processing Fee	Refer data sheet	Demand Draft
9.	EMD	Refer data sheet	Demand Draft / Bank Guarantee

5.2 Technical Evaluation

5.2.1 The evaluation of Technical Proposals of only those Consultants who have qualified in the pre-qualification / minimum eligibility criteria will be carried out.

5.2.2 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.

5.2.3 Bidders must read carefully the conditions of eligibility provided herein.

5.2.4 Proposals of only those Bidders who satisfy the Eligibility Criteria will be considered for evaluation.

5.2.5 If the Technical proposals are found to be inadequate and do not correspond to the scope of service and terms of reference, they shall be summarily rejected.

5.2.6 Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfill the Conditions of Eligibility as specified above.

5.2.7 Full time represent total deployment of 36 months in Guwahati

5.2.8 The team mentioned below is envisaged under the current project scope and as per the immediate requirement. Any further increase in team deployment at support consultant level would be discussed and bidder is required to mobilise team as per mutually agreed terms

S.N.	Heading	Criteria for point allotment	Max. Points
1	Firm's Experience (Marks = 45):	<p>Experience of working with the Government of India on National Priority Projects such as Make In India, Swatch Bharat, Skill India, Digital India, Start-up India, Ease of Doing Business and other similar assignments, etc.</p> <ul style="list-style-type: none"> Each project will be given 2 marks, subject to a Maximum of 10 projects. For project to be eligible, it needs to be a minimum of INR 1 Crore value in last 4 years ending 31st March 2017 	20
		<p>Experience of Assisting State Governments in Investment Promotion.</p> <ul style="list-style-type: none"> Each project will be given 1 mark, subject to a maximum of 10 marks. Each Project to be of a minimum INR 1 Crore in last 5 years ending 31st March 2017 	10
		Technical Presentation on the approach and methodology	15
2	Project Team (50 marks)	Position	
		No of positions	
		Score	
		Core team	
		Project Director	1 (part time)
		<p>a. Should be a Senior Member of the firm : 1 mark</p> <p>b. Engineer + MBA: 2 Marks;</p> <p>c. Minimum 20 years of experience: 4 Marks;</p> <p>d. Should have worked extensive with State Governments in the last 3 years (min 5 projects): 3 Marks;</p> <p>e. Should have led at least 3 Investment Promotion Projects as Project Director or Engagement Partner: 3 Marks;</p> <p>f. Should have experience of working with Government of Assam: 2 Marks</p>	15
		Project Manager	1(part time)
		<ul style="list-style-type: none"> B.E/B. Tech/CA and MBA / PGDBM / M.Tech / MS/ME or equivalent : 2 mark 12 years or more of experience in 	10

S.N.	Heading	Criteria for point allotment		Max. Points
		<p>relevant field: 2 marks</p> <ul style="list-style-type: none"> • Should be on permanent rolls of the firm for at least 24 months: 1 mark • Should have strong experience of working with more than one department in any State Government: 4 marks <ul style="list-style-type: none"> “ Experience of working with 1 department: 2 marks “ 2 or more departments : 4 marks a. Should have experience of working with Central Government / State Government in Ease of Doing Business and / or Investment Promotion : 1 mark 		
		<p>Team Leader</p> <ul style="list-style-type: none"> a. BE/BTech and MBA from a recognized university: 2 marks b. Minimum 7 years of experience: 3 marks c. Should have experience of working with at least 3 state governments. 3 marks 	1(full time)	8
		<p>Module Experts</p>		
		<p>Investment Promotion / Strategy Consultant</p> <ul style="list-style-type: none"> a. MBA or equivalent from a recognized university b. Minimum 5 years of relevant experience 	1(full-time)	2
		<p>Project Implementation Consultant</p> <ul style="list-style-type: none"> a. MBA or equivalent from a recognized university b. Minimum 5 years of relevant experience 	1(full-time)	2
		<p>Knowledge Management Consultant</p> <ul style="list-style-type: none"> a. MBA or equivalent from a recognized university b. Minimum 5 years of relevant experience 	1(full-time)	2
		<p>Project Management Consultant</p> <ul style="list-style-type: none"> a. MBA or equivalent from a recognized university b. Minimum 5 years of relevant experience 	1(full-time)	2

S.N.	Heading	Criteria for point allotment		Max. Points
		Research and Analysis Consultant (Lead Generation and Investment Grounding) a. MBA or equivalent from a recognized university b. Minimum 5 years of relevant experience	1 (full-time)	2
		Event Management Consultant a. MBA or equivalent from a recognized university b. Minimum 5 years of relevant experience	1 (full-time)	2
		Ease of Doing Business Consultant a. MBA or equivalent from a recognized university b. Minimum 5 years of relevant experience	2 (full-time)	4
		MSME Consultant a. MBA or equivalent from a recognized university b. Minimum 5 years of relevant experience	1 (full-time)	2
		Online Single Window Expert a. BE/MBA from a recognized university b. Minimum 5 years of experience in ICT sector which includes experience in online single window system design and implementation for Government Department	1 (full-time)	2
		ICT Expert a. BE/MBA from a recognized university b. Minimum 5 years of experience in ICT projects in Government sector	1 (full time)	2
		Domain Expert / Sectoral Expert Minimum 12 years of experience in relevant area / sector (such as Governance Expert, Legal Expert, Cluster Development Expert, Financial Modelling Expert, PPP Expert, Investment Promotion Expert etc.) as identified during the course of the assignment. The selected bidder will have to provide at least 2 CVs for the requirements identified by the client during the project period. The client will take the decision based on the	This position shall not be evaluated	

S.N.	Heading	Criteria for point allotment	Max. Points
		suitability of the profile.	

Special Condition for Awarding the Agreement:

- AIDC will sign the Agreement with Successful Bidder for a period as mentioned in Duration of Contract in the document.
- AIDC may extend the Agreement for a time period beyond what has been specified in Duration of Contract in the document.
- AIDC will also have the right to provide extension of services/ increase in the scope of work as per the mutually agreed terms and conditions between both the parties.
- AIDC will have the right to ask for additional Team members beyond what has been specified in this RFP.

5.3 Evaluation of the bids: AIDC will constitute a Bid Evaluation Committee to evaluate the responses of the bidders.

5.4 The Bid Evaluation Committee constituted by the AIDC shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of bid.

5.5 The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation.

5.6 The Bid Evaluation Committee may ask for meetings/seek information with/from the Bidders to seek clarifications on their bids.

5.7 The Bid Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

- 5.8** Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP document.
- 5.9** AIDC may waive any minor informality, nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 5.10** The firm will be selected as per Quality and Cost Based Selection (QCBS) procedure. Weighing of technical score to financial score will be 80:20.
- 5.11** Only those Applicants whose Technical Proposals score 60 marks or more out of 85 shall qualify for technical presentation; the bidders shall be ranked from highest to the lowest on the basis of their technical score (ST) after the technical presentation. In the second stage, the financial evaluation will be carried out as per the Each Financial Proposal will be assigned a financial score (SF)
- 5.12** All bids which score where price is less than 80% of the average bid price will be disqualified. Average bid price is calculated as average bid price of all technically qualified bids
- 5.13** The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:
- $$S = 100 \times FM/F \text{ (F = amount of Financial Proposal)}$$
- 5.14** Combined and final evaluation: Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:
- $$S = ST \times Tw + SF \times Fw$$
- Note: Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively
- 5.15** The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and

may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in the RFP

- 5.16** The bidder scoring Maximum Total Marks would be recommended for selection and called for negotiations. During negotiations the consultant must be prepared to furnish the detail cost breakup and other clarifications to the proposal submitted by them, as may be required to adjudge the reasonableness of his financial proposal. If the negotiations with this consultant are successful, the award will be made to him. If negotiations fail, and if it is concluded that the contract with reasonable terms cannot be concluded with this consultant, the consultant with second highest score may be invited for negotiations. This process may be repeated until an agreed contract is concluded.

Section 6. Instructions to the bidders

- 6.1 Collection of RFP Document:** Bid Documents for the Assignment can be collected by paying a non-refundable fee of Rs. 10,000/- (Rupees ten thousand only) in the form of demand draft in favor of Managing Director, AIDC at Guwahati, Assam. The RFP Documents can also be downloaded from the website. The applicable fee should be paid along with the RFP document at the time of submission of the same. The RFP document without requisite fee will be automatically rejected
- 6.2 Proposal Submission Cost:** The Bidder must comply with the following instructions during preparation of Proposals:
- 6.3** The bidder is responsible for all costs incurred in connection with participation in this process, including but not limited to, costs incurred for information gathering and other due diligence activities, participation in meetings, presentations, preparation of proposal and in providing additional information required by the AIDC and in negotiating a definitive contract or all such activities related to the bid process.
- 6.4** AIDC will in no case be responsible or liable for all such costs, regardless of the conduct or outcome of the bidding process.
- 6.5 Pre-Proposal Conference (Pre-bid meeting):** Meeting of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website for the AIDC, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 6.6** The bidders will have to ensure that their queries for pre-bid meeting should be mandatorily emailed to aidcltd@gmail.com with the subject line %RFP-KP-Pre-

bid queries, as per timelines given in this RFP. AIDC will not consider any queries received after the mentioned date.

6.7 The queries should be submitted in the following format:

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring clarification(s)	Points of Clarification
1.			
2.			
3.			
4.			
5.			

6.8 AIDC will endeavor to provide timely response to all queries. However, AIDC makes no representation or warranty as to the completeness or accuracy of any response made in neither good faith, nor does AIDC undertake to answer all the queries that have been posed by the bidders.

6.9 At any time prior to the last date for receipt of bids, AIDC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document through corrigendum.

6.10 The Corrigendum (if any) & clarifications to the queries from all bidders will be posted only on the website. No Separate communication shall be sent to any prospective bidder. Any such corrigendum shall be deemed to be incorporated into this RFP.

6.11 In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Department may, at its discretion, extend the last date for the receipt of Proposals.

6.12 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the AIDC. The

AIDC shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

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

6.14 Format and signing of Proposal: The Applicant shall provide all the information sought under this RFP. The AIDC would evaluate only those Proposals that are received in the specified forms and complete in all respects. The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked ORIGINAL. In addition, the Applicant shall submit 1 (one) copies of the Proposal, along with Documents, marked COPY. In the event of any discrepancy between the original and its copy, the original shall prevail.

6.15 Proposal Submission: Both the Technical Qualification Bid and Financial Bid shall be prepared in undeletable ink. They shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself and any such corrections must be initiated by the person or persons, who sign the document

6.15.1 Physical copies (one copy each) of both the Bids must be submitted at the address specified in the Data Sheet.

6.15.2 Bids received by email, facsimile shall be treated as defective, invalid and rejected.

- 6.15.3** Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the Organization seal.
- 6.15.4** Each page of all parts should be serially numbered, in conformity with the eligibility qualifications and should be clearly indicated using an index page.
- 6.15.5** A copy of the Power of Attorney certified under the hands of a director of the Bidder or a notary public on the specified form shall accompany the Proposal.
- 6.15.6** If any document is not submitted by the bidder at the time of submission of bid in support of Bidder's Eligibility Criteria, the evaluation of bids will be based on available documents in the bid and non-submission of documents will be treated as non-availability of documents. AIDC, however, reserves its right to requisition any document at its discretion.
- 6.15.7** No bidder is allowed to modify, substitute, or withdraw their bid after its submission.
- 6.15.8** The original copy of the Technical Qualification Bid shall be placed in sealed envelope clearly marked "Technical Qualification Bid."
- 6.15.9** The Financial Bid on Form F-6, in accordance with ToR, shall be placed in separate sealed envelope clearly marked "Financial Bid".
- 6.15.10** Third Envelope of Earnest money deposit (EMD) for an amount as given in data sheet in favour Managing Director, AIDC shall be placed in separate seal envelope.
- 6.15.11** Bids must be delivered (by post / courier / hand delivery) at the submission address as per details given in data sheet. In preparing the Proposal, Consultants are expected to examine in detail the Bid Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.

- 6.16 Additional information and clarifications:** In order to obtain any first hand information on the assignment and the local conditions, it is considered desirable that a representative of the consultants/consultancy firms visit the office of the Managing Director, AIDC at Guwahati, Assam before the proposal is submitted.
- 6.17 Errors & Rectification:** If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- 6.18** If there is a discrepancy between words and figures of the total price, the amount in words will prevail.
- 6.19** If the bidder doesn't accept the correction of error(s) as specified, its bid will be rejected.
- 6.20** Representations received from the bidders within 3 days from the date of opening of technical bids on the issues related to Pre-Qualification and/or Technical bids evaluation and within a day from the date of opening of commercial proposals on the issues related to the financial bid evaluation will only be accepted. Representations received beyond this period will not be considered and strictly rejected.
- 6.21 Confidentiality:** Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the AIDC in relation to, or matters arising out of, or concerning the Selection Process. The AIDC will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The AIDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the AIDC.

- 6.22 Liability:** The liability of the successful bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Total Contract Value.
- 6.23** In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.
- 6.24** Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to the Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.
- 6.25 Right to reject any Bid:** The Managing Director, AIDC reserves the right to reject any or all the bids without assigning any reason. Government rules and regulations issued from time to time will be binding to the bidders.
- 6.26 Validity of the Proposals:** The proposals submitted by the Consultants must be valid for 90 days from the date of submission without changing the personnel proposed for the assignment and the proposed Price. AIDC will make its best efforts to select a consultant firm within this Period.
- 6.27 Bid Opening – Technical and financial:** as per the details given in the data sheet
- 6.28 Commencement of the Assignment:** Assuming that the contract can be satisfactorily concluded in two weeks after finalizing the consultant, it is expected that the works shall commence within two weeks.
- 6.29 Performance Bond/Bank Guarantee:** Within 15 days of the signature of the contract, the successful contractor shall at its own cost and expenses, furnish to The Managing Director, AIDC, a Performance Bond as per Annexure II, as

sum equivalent to 5% of the total contract price. The Performance Bond shall be valid for a period of three months after the expiration date of the contract.

- 6.30 Proposal supporting data:** Failure to provide information that is essential to evaluate the Bidder's qualifications or to provide timely clarification or substantiation of the information supplied, may result in disqualification of the Bidder.
- 6.31 Late Proposals:** Proposals received by the AIDC after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected
- 6.32 Conflict of Interest:** The selected Bidder shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The team deployed by Knowledge Partner shall not engage in consulting activities that conflict with the interest of the AIDC under this Agreement and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services under the ongoing contract. The team engaged for this assignment should not be deployed in similar nature of assignment of any other state. It should be the requirement of the assigned works that the Knowledge Partner should provide professional, objective and impartial advice and at all times hold the AIDC's interests paramount, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.
- 6.33 Force Majeure:** The successful bidder shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 6.34** For purposes of this clause, ~~%~~Force Majeure+ means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of Department in their sovereign capacity, wars or

revolutions, riot or commotion, earthquake, fires, floods, epidemics, and quarantine restrictions.

6.35 If a Force Majeure situation arises, the successful bidder shall promptly notify Department in writing of such condition and the cause thereof. Unless otherwise directed by Department in writing, the successful 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.

6.36 During the period of its inability to perform the Services as a result of an event of Force Majeure, the Knowledge Partner shall be entitled to be reimbursed for additional costs

6.37 Resolution of Disputes: If any dispute arises between parties, then these would be resolved in following ways:

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

6.37.2 Arbitration: Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then

the Arbitrator shall be appointed the provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Guwahati, Assam, India.+

- 6.38 Conflicting assignments:** Bidder (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client.
- 6.39 Award of Contract:** After completing evaluation and clarifications and prior to the expiration of the period of validity of the Proposal, the AIDC shall inform the selected bidder in writing, by registered post or email, that its Proposal has been accepted. If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the Consultant. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email to the address of the Consultant given in the Proposal. In the written intimation of acceptance of its Proposal sent to the selected Consultant, it shall also be asked to execute an agreement in the format given in the RFP on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, if applicable, within a period of 15 (fifteen) days from the date on which the LOA or LOI is despatched to the selected Consultant.
- 6.40** If the bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration within the specified time period, the AIDC shall take action against the successful Consultant as per the provisions of the Act and the Rules. The AIDC may, in such case, cancel the procurement process or if it

deems fit, offer for acceptance the rates and conditions of selected Consultant, to the Consultant with next highest or most advantageous responsive Proposal.

6.41 Performance Security: Performance Security shall be solicited from the selected bidder except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The amount of Performance Security shall be 5%, i.e., five percent of the amount of the Contract. The currency of Performance Security shall be Indian Rupees. The bidder shall deliver the Performance Security to the Procuring Entity within 30 days after issue of the Letter of Award.

6.42 Schedule of Payments:-

Sr.No.	Stage of Payment	Percentage of fee Quoted
1.	Mobilisation fees: upon the commencement of the project	10%
2.	<p>Milestone based payments (Timeline in weeks is from start of engagement)</p> <ol style="list-style-type: none"> 1. Assessment report for Ease of Doing Business in Assam (6 weeks) . 5% of Contract value 2. Functional Requirement Specification for Online Single Window Clearance System (10 weeks) . 5% of Contract value 3. RFP for Selection of SI for Investment Promotion Portal Development and online single window clearance system (14 weeks) . 5% of Contract value 4. Design of Knowledge Management Processes and Procedures for 	48%

	<p>Investment Promotion and Facilitation (18 weeks) . 5% of Contract value</p> <p>5. Action Plan and Strategy for AIDC for short, medium and long term in line with Departmental roadmap. (24 weeks) . 5% of Contract value.</p> <p>6. Selection of SI for Online Single Window Clearance System and Investment Promotion Portal development (28 weeks) . 7% of Contract value</p> <p>7. Long Term Industrial Infrastructure Development Plan (24 weeks) . 5% of Contract value</p> <p>8. Setting up of Investment Facilitation Cell at AIDC (30 weeks) . 5% of Contract value</p> <p>9. Sector Competitiveness Guide for MSME Sector (40 weeks) . 6% of Contract value</p>	
	<p>Eight (8) Quarterly payments of 5.25% each of the contract value during the assignment period of 24 months</p>	<p>42%</p>
	<p>Total:</p>	<p>100%</p>

Appendices

APPENDIX-I: TECHNICAL PROPOSAL

Form-1:

Letter of Proposal (On Applicant's letter head)

(Date and Reference)

To,*** **

**

Sub: Appointment of Consultant for *****

Dear Sir,

1. With reference to your RFP Document dated 0 0 0 0 ..., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the captioned project. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the AIDC any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the AIDC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants
8. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
9. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.

10. A Power of Attorney (PoA) in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Appendix II.
11. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the format Schedule A of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
12. I/We have studied RFP document carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the AIDC or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy
13. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
14. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant / Lead Member)

Form-II

SELF-DECLARATION

(on the letterhead of bidder)

Managing Director

Assam Industrial Development Corporation Limited (AIDC)

R.G. Baruah Road, Guwahati, Assam 781024

Dear Sir,

In response to the Request for Proposal for Selection of Knowledge Partner for Industries Department of Government of Assam, as a [Designation] of [Name and address of the bidder], I / We hereby declare that presently our Company/Firm, at the time of bidding, is having unblemished record and is not blacklisted or declared ineligible or have been debarred or any of our agreement have been terminated for corrupt & fraudulent practices either indefinitely or for a particular period of time by Government of Assam or its instrumentalities or any Central Government / State / Semi Government / or other Government subsidiaries including autonomous bodies/public sector undertakings in India.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and our bid, to the extent accepted, shall be cancelled.

We Remain,

Yours sincerely,

Signature and Name of the Authorized Personnel

Seal of the Bidder

Designation

Address, Email and Phone Number

Date and Place

Form-III

Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief (maximum two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, was legally contracted for carrying out consulting services similar to the ones requested under this assignment..]

Assignment name:	Approx. value of the contract (in INR):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: __

Form-IV
Financial Capacity of the Applicant

(To be certified by the Statutory Auditor)

Applicant Name	Turnover from professional fees		
	Year 1 (Year Ending 2014)	Year 2 (Year Ending 2015)	Year 3 (Year Ending 2016)
Applicant Name			

Form-V
Team Composition and Task Assignments

Key Technical Support Team				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Form-VI
Curriculum Vitae (CV) for Proposed Professional Staff

PHOTOGRAPH	Name			
	Proposed Position:			
	Date of Birth			
	Education:			
Employment Record	From	To	Company	Position Held
Brief Profile				
Countries of Work Experience				
Languages				
Work Undertaken that Best Illustrates Capability to Handle the Task Assigned				
<p>Nature of Work:</p> <p>Year:</p> <p>Location:</p> <p>Client:</p> <p>Employer:</p> <p>Position Held:</p> <p>Activities Performed:</p>				
<p>Certification</p> <p>I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p> <p>Additionally, I also certify that I shall be available for the entire duration of the contract.</p> <p align="right">Date: _____</p> <p>_____</p> <p><i>Signature of staff member</i> <i>Day/Month/Year</i></p> <p>_____</p> <p><i>Authorized Signatory</i></p> <p><i>(the same who signs the Proposal)</i></p>				

APPENDIX-III: FINANCIAL PROPOSAL

(On the letter head of the Bidder)

(Date and Reference)

To, *** **

Sub: Appointment of Consultant for *****

Sir,

I/We have perused the proposal document for subject assignment contracting scope of Work of RFP and other details and am/are willing to undertake and complete the assignment as per terms and condition stipulated in the proposal document.

S. No.	Category	No of positions (A)	Deployment	Duration – months (B)	Rate per-man Month ('INR) (C)	Sub-total (AxBxC) (INR)
1	Project Director	1	Part time	3		
2	Project Manager	1	Part time	12 (minimum two weeks (5 days / week) in a month to be devoted for this assignment)		
3	Team Leader	1	Full time	24		
4	Investment Promotion /Strategy Consultant	1	Full time	24		
5	Project Implementation Consultant	1	Full time	24		
6	Knowledge Management Consultant	1	Full time	24		
7	Project Management Consultant	1	Full time	24		
8	Research and Analysis Consultant	1	Full time	24		
9	Event Management Consultant	1	Full time	24		
10	EoDB Consultant	2	Full time	24		
11	MSME Consultant	1	Full time	24		
12	Online Single Window Expert	1	Full time	24		
13	ICT Expert	1	Full time	24		



14	Domain Experts	1	Part time	12		
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The amount shall be excluding of all taxes and inclusive of all out of pocket expense.
This offer is valid for a period of 90 days from the date of opening of Financial Bid.

Signature of Authorised person

Name:
Address