

Modified RFP Document

FOR

**Selection of Knowledge Partner for Long Term Investment
Promotion Programme of Uttar Pradesh**

Date: 24th November, 2012



UDYOG BANDHU

**Nodal Agency for Investment Promotion Under Department of Industrial
Development, Government of Uttar Pradesh**

(An ISO 9001:2008 Certified Organization)

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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 the Udyog Bandhu or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Udyog Bandhu 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 the Udyog Bandhu in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Udyog Bandhu, 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. Udyog Bandhu accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Udyog Bandhu, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage. The Udyog Bandhu 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. Udyog Bandhu 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 Udyog Bandhu is bound to select a Bidder or to appoint the Selected Bidder or Knowledge Partner, as the case may be, for the Assignment and the Udyog Bandhu 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 Udyog Bandhu 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 Long Term Investment Promotion Programme of Uttar Pradesh.

Udyog Bandhu 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 submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

1. Introduction

Background

"Udyog Bandhu" **Nodal Agency of Govt. of U.P.** for industrial promotion, an organization of the State Government of Uttar Pradesh registered under Societies Registration Act 1860, is dedicated to facilitating Investment in Infrastructure, Industrial and Service Sectors, besides solving problems of existing & up-coming industries with different Government departments.

Udyog Bandhu shoulders the responsibility of resolving various issues of entrepreneurs related to other Government Departments of the State through consistent follow-ups, regular meetings and enabling smooth implementation of various policy formations for the industrial development of the state. Acting as a catalyst between entrepreneurs and Government Departments, Udyog Bandhu creates a suitable ambience for industrial development in the state and also assists creation of investment in the state.

Government of Uttar Pradesh is planning to establish major I.T. Parks, Leather Parks, Food Parks, Dairies and many other mega projects in private Sector. In order to attract investment from private sectors and to sensitize them for investment in Uttar Pradesh, road-shows, mega events, conferences shall be organized at national and international level.

Objectives of the assignment

Govt. of U.P., in its endeavour 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 Uttar Pradesh for facilitating Investment. In this backdrop, the state has plans to participate in and organize events, conferences, seminars, road shows, business development meets, G2B meets etc.

To meet out the above objectives, Udyog Bandhu intends to engage a Knowledge Partner for Long Term Investment Promotion Programme of Uttar Pradesh.

1.1 Request For Proposal

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

1.2 Procurement of RFP Document

RFP document can be downloaded from the official website of the Udyog Bandhu at www.udyogbandhu.com

1.3 Validity of the Proposal

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

1.4 Brief description of the Selection Process

Udyog Bandhu has adopted a single stage of bidding process with a Combined Quality cum Cost Based System (CQCCBS) having two stages of evaluation (collectively the “**Selection Process**”) in evaluating the Proposals. In the first stage of evaluation, a technical evaluation will be carried out as specified in Clause 4.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as RFP for Selection of Knowledge Partner for Long Term Investment Promotion Programme of Uttar Pradesh. In the second stage, a financial evaluation will be carried out as specified in Clause 4.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 4.4. The first ranked Applicant (the “**Selected Applicant**”) may, if necessary, be invited for clarifications and reconfirmation of commitments and its obligations under this RFP, while the second ranked Applicant will be kept in reserve.

1.5 Currency conversion rate and payment

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

1.6 Schedule of Selection Process

Sl. No.	Event Description	Scheduled Date
1.	Last date for receiving queries/ clarifications	29.11.2012, Thursday, 19:00 hrs.
2.	Pre-Bid Meeting	03.12.2012, Monday, 11:00 hrs.
3.	Uploading of Addendum, if any	05.12.2012, Wednesday
4.	Proposal Due Date (PDD) (i.e. date of receiving RFP)	12.12.2012, Wednesday between 10:00 & 15:00 hrs.
5.	Opening of Technical Proposals	12.12.2012, Wednesday at 15:30 hrs.
6.	Technical Presentation	13.12.2012, Thursday at 10:30 hrs.
7.	Opening of Financial Proposals	14.12.2012, Friday at 16:00 hrs.

1.7 Communications

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

The Executive Director,
Udyog Bandhu,
12-C, Mall Avenue,
Lucknow-226001 (U.P.)

E-Mail : info@udyogbandhu.com

Website : www.udyogbandhu.com

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

"Selection of Knowledge Partner for Long Term Investment Promotion Programme of Uttar Pradesh."

2. Instructions to Bidders

A. General

2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services and other requirements relating to services are specified in this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 Bidders are advised that the selection of Knowledge Partner shall be on the basis of an evaluation by Udyog Bandhu, through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Udyog Bandhu's decisions are without any right of appeal whatsoever.
- 2.1.3 The Bidder shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Bidder shall be required to enter into an agreement with Udyog Bandhu.

2.2 Conditions of Eligibility of Bidders

- 2.2.1 Bidders must read carefully the conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.2.2 To be eligible for evaluation of its Proposal, the Bidder shall fulfill the following Minimum Eligibility Criteria:
 - 1. A minimum consulting/knowledge partner experience of 5 years
 - 2. Experience of at least 2 long term (minimum 6 months) projects in India in 5 years as Lead Consultant/Consultant/ Knowledge Partner for Central/State Governments or their agencies involving Investment Promotion Program Management.

Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company/Chartered Accountant to be enclosed in support of projects. Only those projects will be considered for eligibility and evaluation in which at least six months experience has been earned by 31 October, 2012.
 - 3. Experience of conducting at least **one** Global Investment Summit in India in 5 years as Lead Consultant/Consultant/ Knowledge Partner involving Investment Promotion Program.

Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company/Chartered Accountant to be enclosed in support of conducted summits.

4. Should have offices in at least 10 countries preferably USA, UK, Europe, Australia, Singapore/Hongkong, and most of metro cities in India
5. Should have average turnover/ income of Rs. 300 crore (or equivalent in foreign currency) in previous three financial years exclusively from operations in providing consultancy services.

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

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

2.3 Conflict of Interest

The selected Bidder shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The Bidder and its affiliates shall not engage in consulting activities that conflict with the interest of the Udyog Bandhu under the contract 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. It should be the requirement of the contract that the Bidder should provide professional, objective and impartial advice and at all times hold Udyog Bandhu interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Bidder shall not be hired for any assignment that would be in conflict with their prior or current obligations to Udyog Bandhu, or that may place them in a position of being unable to carry out the assignment in the best interest of Udyog Bandhu. Without limitation on the generality of the foregoing, Bidder shall not be hired, under the circumstances set forth below:

- a) **Conflict between assigned works and services:** A Bidder that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing services related to those goods, works or services. Conversely, a Bidder concern hired to provide services for the said event and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.

- b) **Conflict among assignments:** Neither Bidder (including their personnel and) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Service Providers.
- c) **Relationship with Employer's staff:** Bidder (including their personnel and sub-consultants) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of consultants work.

2.4 Number of Proposals

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

2.5 Cost of Proposal

2.5.1 Cost of Proposal

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

2.5.2 Cost of RFP Document

The RFP Document can be purchased from the office of Udyog Bandhu, 12-C, Mall Avenue, Lucknow at the cost of Rs 5000/- in the form of Demand Draft of any nationalized/scheduled bank in favour of Udyog Bandhu, payable at Lucknow. The RFP document can also be downloaded from the website "www.udyogbandhu.com/tender" however while submitting the proposal it should be accompanied with a demand draft of Rs. 5000/-. The proposal without the cost of the document will not be considered for evaluation.

2.6 Acknowledgement by Applicant

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

- (a) made a complete and careful examination of the RFP;

- (b) acknowledged that it does not have a Conflict of Interest; and
- (c) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7 Right to reject any or all Proposals

- 2.7.1 Notwithstanding anything contained in this RFP, the UDYOG BANDHU reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.
- 2.7.2 The UDYOG BANDHU reserves the right to reject any Proposal if:
 - (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Bidder does not provide, within the time specified by the UDYOG BANDHU, the supplemental information sought by the UDYOG BANDHU for evaluation of the Proposal.
- 2.7.3 Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification/rejection occur after the Proposals have been opened and the highest ranking Bidder gets disqualified/rejected, then the UDYOG BANDHU reserves the right to consider the next best Bidder, or any other measure as may be deemed fit in the sole discretion of the UDYOG BANDHU, including annulment of the Selection Process.

B. DOCUMENTS

2.8 Contents of the RFP

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

RFP

1. Introduction
2. Instructions to Bidders
3. Terms of Reference (TOR)
4. Criteria and Procedure of Evaluation

Schedule

Appendices

Appendix-I: Technical Proposal

Form 1 : Letter of Proposal

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

Appendix – II: Financial Proposal

- Form 1 : Financial Proposal

Appendix-III

1. Form of Agreement (being uploaded)
2. Form of Bank Guarantee for Performance Security (being uploaded)
3. Form of Power of Attorney

2.9 Clarifications

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

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

2.10 Amendment / Modification of RFP

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

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

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

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.11 Language

The Proposal with all accompanying documents (the “**Documents**”) and all Communications in relation to or concerning the Selection Process shall be in English Language and strictly on the forms provided in this RFP. No

supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.12 Format and signing of Proposal

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

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

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

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

2.13 Technical Proposal

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

2.13.2 While submitting the Technical Proposal, the Bidder shall, in particular, ensure that CVs of 4 team members, duly signed by the authorized signatory have been submitted.

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

2.13.4 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.13.5 The UDYOG BANDHU reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Failure of the UDYOG BANDHU to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the UDYOG BANDHU there under.

2.13.6 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the UDYOG BANDHU without the UDYOG BANDHU being liable in any manner whatsoever to the Applicant or Consultant, as the case may be. In such an event, the UDYOG BANDHU shall forfeit and appropriate the EMD as mutually agreed pre-estimated compensation and damages payable to the UDYOG BANDHU for, inter alia, time, cost and effort of the UDYOG BANDHU, without any other right or remedy that may be available to the UDYOG BANDHU.

2.14 Financial Proposal

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

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

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

(iii) Costs shall be expressed in INR.

2.15 Submission of Proposal

2.15.1 The Bidder shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be signed by indelible ink by the Authorized Representative

of the Bidder. The Bidder shall be responsible for its accuracy and correctness as per the version uploaded in the website by the UDYOG BANDHU and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the UDYOG BANDHU, the later shall prevail.

2.15.2 The Proposal will be sealed in an outer envelope which will bear the address of the UDYOG BANDHU and mentioning the name and address of the Bidder. It shall also bear on top, the following:

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

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

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

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

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

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

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

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

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

2.16 Proposal Due Date

2.16.1 Proposal should be submitted between 10:00 hrs and 15:00 hrs on the Proposal Due Date Specified at Clause 1.6 at the address provided in Clause 1.7 in the manner and form as detailed in this RFP.

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

2.17 Late Proposals

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

2.18 Modification/ substitution/ withdrawal of Proposals

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

2.19 Earnest Money Deposit (EMD)

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

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

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

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

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

D. EVALUATION PROCESS

2.20 Evaluation of Proposals

2.20.1 The UDYOG BANDHU shall open the Proposals at 15:30 hours or thereafter on the Proposal Due Date, and in the presence of the Bidders who choose to attend. The envelopes marked “Technical Proposal” shall be opened first. The envelopes marked “Financial Proposal” shall be kept sealed for opening at a later date.

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

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

- (a) It is received in the form specified at Appendix-I (Technical Proposal);
- (b) It is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.16;
- (c) It is accompanied by the EMD as specified in Clause 2.19.1.
- (d) It is accompanied by demand draft for the Cost of RFP document if it is downloaded from web site or copy of the receipt if it is purchased from UDYOG BANDHU
- (e) It is signed, sealed, hard bound and marked as stipulated in Clause 2.12 and 2.15;
- (f) It is accompanied by the Power of Attorney as specified in Clause 2.2.3;
- (g) It contains all the information (complete in all respects) as requested in the RFP;
- (h) It does not contain any condition or qualification; and
- (i) Bidder meets the minimum condition of eligibility as per para 2.2
- (j) It is non-responsive in terms hereof.

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

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

2.20.6 After the technical evaluation, the UDYOG BANDHU would prepare a list of shortlisted Bidders for opening of their Financial Proposal, who would be communicated by E-mail/Fax/Phone/SMS. The opening of Financial Proposals shall be done in presence of representatives of Bidders who choose to be present. The

UDYOG BANDHU will not entertain any query or clarification from Bidders who fail to qualify at any stage of Selection Process. The financial evaluation and final ranking of the Proposals would be carried out in terms of Clause 4.3 and 4.4.

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

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

2.21 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the UDYOG BANDHU in relation to, or matters arising out of, or concerning the Selection Process. The UDYOG BANDHU 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 UDYOG BANDHU 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 UDYOG BANDHU.

The Knowledge Partner and its Personnel shall not, either during the term of contract or within two years after the expiration or termination of the Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the UDYOG BANDHU to the Knowledge Partner, and a Personnel of Knowledge Partner any information provided by or relating to the UDYOG BANDHU, its technology, technical processes, business affairs or finances or any information relating to the UDYOG BANDHU's employees, officers or other professionals or suppliers, customers, or contractors of the UDYOG BANDHU; and any other information which the Knowledge Partner is under an obligation to keep confidential in relation to the assignment, the Services or the Agreement ("**Confidential Information**"), without the prior written consent of the UDYOG BANDHU.

Notwithstanding the aforesaid, the Knowledge Partner, and its Personnel may disclose Confidential Information to the extent that such confidential Information:

(i) was in the public domain prior to its delivery to the Knowledge Partner and its Personnel or becomes a part of the public knowledge from a source other than the Knowledge Partner, and its Personnel;

(ii) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that before any such disclosure, the Knowledge Partner, shall give UDYOG BANDHU, written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;

2.22 Clarifications

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

2.22.2 If a Bidder does not provide clarifications sought under Sub-Clause 2.22.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the UDYOG BANDHU may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the UDYOG BANDHU.

E. APPOINTMENT OF KNOWLEDGE PARTNER

2.23 Selected Bidder

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

2.24 Substitution of Team Members

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

2.25 Indemnity

The Selected Bidder shall, subject to the provisions of the Agreement, indemnify the UDYOG BANDHU for any direct loss or damage that is caused due to any deficiency in services.

2.26 Award of Work

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

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

2.27 Performance Security

Upon receipt of Letter of Award (LOA) from the UDYOG BANDHU, the successful Bidder shall furnish the Performance Security of an amount equal to 10% of the fee by way of Bank Guarantee for the due performance of the Contract in the format of Performance Security Form (being uploaded at www.udyogbandhu.com). The Performance Security shall be furnished by the selected Bidder within the time specified in LOA along with Agreement. The validity period of Bank Guarantee of Performance Security shall be 21 months from the date of LOA and the Selected Bidder shall have to provide the extended Bank Guarantee, before the expiry, if required. The performance security shall remain valid atleast 3 months period beyond the expiry of the contract period along with an invocation period of further 3 months.

2.28 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within a fortnight from the date of issuance of LOA. The Selected Bidder shall not be entitled to seek any deviation in the Agreement. If the Selected Bidder fails to submit the Performance Security as per clause 2.27 and fails to sign the Agreement, his EMD shall be forfeited and Appropriated by the UDYOG BANDHU. In such an event, the UDYOG BANDHU may invite the Second Ranked Bidder for negotiations and may issue LOA to him.

Penalty Clause:

2.29.1 If the progress of assignment is found to be non-satisfactory or delayed at any point of time, Udyog Bandhu reserves the right to impose penalty. The total amount of penalty shall not exceed 25% of total assignment fee.

F. Force Majeure

2.30 Definition

- a. For the purposes of this assignment, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- d. The UDYOG BANDHU will decide the eventuality of Force Majeure which will be binding on both the parties.

2.31 No breach of Agreement

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

2.32 Measures to be taken

a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.33 Payments

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

2.34 Consultation

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

2.35 Suspension of Agreement

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

2.36 Termination of Agreement

UDYOG BANDHU may terminate the Contract in whole or part without assigning any reason if:-

- The qualified Bidder fails to perform any of the obligation(s) under the Contract.
- If the Bidder is in material breach of the representations and warranties contained in their bid.

The termination of contract shall be made by prior written notice of default sent to the Bidder. The bidder is not authorized to terminate the agreement before its maturity.

G. Disputes Resolution

2.37 Amicable Settlement:

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

2.38 Arbitration:

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

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

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

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

H. KNOWLEDGE PARTNER'S PERSONNEL

The Knowledge Partner shall employ following qualified and experienced Personnel to carry out the services as given in TOR

- 1 Team Leader
- 2 Investment Promotion Experts
- 3 Government Related Services Experts
- 4 Industry Related Sector Specific Experts
- 5 Other supporting Experts.

In addition to the dedicated team, the Knowledge Partner is expected to put more personnel with specific and experience as and when required as per the needs of various activities. The Knowledge Partner shall not change any person whose Curriculum Vitae (CV) has been submitted, without prior permission of UDYOG BANDHU. Without written permission of UDYOG BANDHU any such action shall be deemed as breach of contract.

There should be a minimum number of 6 dedicated professionals in the team. UDYOG BANDHU will not normally consider any request of the Knowledge Partner for substitution of Team Member. Substitution, will, however be permitted if the Team Member is not available for reasons of any incapacity or due to bad health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the UDYOG BANDHU. The UDYOG BANDHU expects all the Team Member to be available during Implementation of the Agreement.

I. MISCELLANEOUS

2.39 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

2.40 The UDYOG BANDHU, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

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

2.41 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the UDYOG BANDHU, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

J. Payment to Selected Bidder

1. The payment of fee shall be made as under:-

Payment Schedule	% Payable of Total Fee
At the end of Quarter-1	15%
At the end of Quarter-2	15%
At the end of Quarter-3	15%
At the end of Quarter-4	15%
At the end of Quarter-5	15%
*Fifteen days prior to Global Investment Summit	10%
On successful completion of assignment	15%

*Depending on the date of Global Investment Summit, this payment may fall in any of the quarters

2. The payment as per the above schedule shall be made to the selected bidder on completion of satisfactory performance (to be decided by Udyog Bandhu) of all activities/roles/duties as per mutually agreed milestones up to the stage of respective payment schedule
3. The contract for the assignment may be extended after completion of duration of 18 months as per terms and fees mutually agreed upon.

3. Terms of Reference (TOR) for Selection of Knowledge Partner

3.1 Background

Uttar Pradesh has recently announced its Infrastructure and Industrial Investment Policy 2012 with an intention to march on the path of infrastructure and industrial resurgence. Policies for the key sectors like Information Technology, Solar Power, Food Processing are on the anvil. It has been one of the earliest industrialized states in India and home of numerous traditional handicrafts. It has well established MSME clusters and contribute significantly to the total MSME laborers of the country.

To promote, publicize the new policies and to provide the employment to its broad human base, the state intends to chart out a vigorous Investment promotion program. With this it wants to approach national and global potential investors and to attract the capital for rapid industrialization.

3.2 Objective

The broad objectives of the assignment are:

- (i) To promote UP state as most preferred investment destination in the country
- (ii) To design the investment promotion strategy/ program and action plan for UP
- (iii) To explore investment opportunities in identified focus sectors and geographical locations and promote them
- (iv) To develop the content and assist in designing, developing the marketing tools, collaterals and publicity materials to project the state as favored investment destination.
- (v) To organize UP Global Investors' Summit and build up national and international road shows
- (vi) Follow up action of Global Investors' Summit and tracking investors and progress of MoUs
- (vii) To design the web based investor information with the assistance of key Govt departments
- (viii) To design investor tracking module

3.3 Scope of Work

The Scope of work shall include the following stages

- (i) To design the investment promotion strategy/program and action plan for UP
- (ii) Designing a robust web based Investor Information System, based on best practices to be suggested by the selected bidder.
- (iii) Developing the content and assist in designing, developing the marketing tools, collaterals and publicity materials to project the state as favored investment destination and to suggest innovative marketing tools specific to the state of Uttar Pradesh.

- (iv) Assisting in organizing Global Investors' Summit and defining roadmap, goals, action plan and approach for it
- (v) Follow up action of Global Investors' Summit and tracking investors and progress of MoUs
- (vi) Designing the conceptual frame work for creating a robust computerized Investor Tracking System

3.4 These stages include the following tasks

- (i) To draft an appropriate strategy and prepare a road map for undertaking investment promotion activities in Uttar Pradesh for a tentative period of 18 months, which if need be extended on mutually agreed terms and conditions.
- (ii) Tentatively the Knowledge Partner will assist in coordinating 4 roadshows in India, 2 roadshows abroad and one Global Investment Summit in India. The location & size of each event shall be decided during finalization of Action Plan.
- (iii) Analyzing and Policy Benchmarking of UP Infrastructure and Industrial Investment Policy 2012 vis-à-vis around 8 other states.
- (iv) Analysis of strategies of investment promotion followed by other states and suggesting the best practices
- (v) Identify focus sectors and geographical locations to be promoted for investment
- (vi) Identify various investment projects of focus sector departments for their promotion
- (vii) Preparation of a budget estimate for whole program duration
- (viii) Undertaking activities for assisting Udyog Bandhu for the overall coordination of the investment campaign
- (ix) To analyze a maximum number of 15 sectors for potential investment and then to identify around 10 focus sectors out of them.
- (x) Preparing various marketing tools and other publicity material for State investment linked profile, investor information for doing business, focus sectors (maximum 10), potential investment project profiles (maximum 10 profiles in each sector), profiles on key investment regions (maximum 5 profiles), Pitch presentations, Brochures, AV Films etc.
- (xi) To attract, approach and invite potential investors from various states and countries for emphasized sectors and projects
- (xii) Identify the branding initiatives taken up by other states and to chalk out a strategy to establish UP as an investment brand
- (xiii) Assisting in conducting road shows and taking business delegation to appropriate national and international locations, preparing delegation kits and presentations
- (xiv) Coordinating with the state and foreign country level authorities in fixing meetings with business/industrial associations, Govt agencies, Trade promotions bodies during and before business delegations
- (xv) Preparation of event specific collaterals, invitation letters, event flyer and other publicity material
- (xvi) Assisting in planning the sessions, seminars, scheduling the topics, preparation of background papers, identification of speakers, inviting and approaching the speakers etc.
- (xvii) Identifying and approaching potential partner organizations, agencies for the Global summit and its building up events
- (xviii) Organizing B2G and B2B meetings in various events
- (xix) To prepare Govt. department officers with the possible questions and answers during various investors' interactions
- (xx) To prepare various presentations for investment

- (xxi) Documenting main highlights and features of the Summit from investment point of view and suggesting follow-up action plan
- (xxii) Documentation of minutes of the meetings of B2G meetings
- (xxiii) Collection of all the materials circulated by various industrial groups, agencies during the Summit
- (xxiv) Assessment of impact on infrastructure requirement of Investment MoUs signed & investment pronounced
- (xxv) Follow up with the interested companies to attract investments
- (xxvi) Prepare and execute a plan for collection and synchronization of investment data across departments
- (xxvii) Coordination with website developer for developing user friendly interactive platform, preparation of knowledge content (like incentives and concessions included in various policies, demographical advantages, details of existing industrial scenario, availability of infrastructure, required templates for report formats, tracking investors and resolution of issues etc.) for Udyog Bandhu website
- (xxviii) Assisting Udyog Bandhu in the entire selection process of Event Manager, Media Partner and Website Developer to support the investment campaign including preparation of TOR, arrangement of pre-bid meet, evaluation of bids etc.
- (xxix) Shall perform any other work related to the assignment as required and as identified during the course of assignment

3.5 Deliverables and Timeline

The tentative time period of the assignment is 18 months from the date of award of the contract. The deliverables for this duration will be as follows:-

Deliverable	Time Line
Report on approach and methodology	Within 21 days from Day Zero
Monthly status reports	Within 7 days after the end of every month
Presentation on Investment Promotion program and action plan	Within 2 months from Day Zero
Presentation on action plan for Global Summit	Within 2 months from zero date
Final submission of marketing tools and Collaterals	Within 4 months from zero date
Approaching the potential investors, business associations, country mission and follow-up status report	Within 7 days after the end of every month
Organizing national and international business delegations	7 months prior to the Summit
Detailed report on action plan for Global Investment Summit	6 months prior to the Summit
Global Investment summit	Around 11 th month from day zero
Follow-up action plan after the Summit	Within 1 month after the Summit
Status Report on Investor tracking	Every 15 days after the Summit

Day Zero shall be a week after the award of contract. The time line and definition of Deliverables can vary as per the action plan to be defined by the Knowledge Partner.

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

4. Criteria and procedure of evaluation

4.1 Evaluation criteria for Technical Proposal

Evaluation of the qualified bidders shall be done by UDYOG BANDHU based on the following Evaluation

Criteria:-

CRITERIA	MINIMUM QUALIFYING POINTS	MAXIMUM MARKS
1. EXPERIENCE IN RELATED PROJECTS	33	55
i. Total Consulting / Knowledge Partner experience of 5 years {For every additional 2 years experience, additional 1 mark shall be awarded}	9	15
ii. Experience of at least 2 long term (minimum 6 months) projects in India in 5 years as Lead Consultant/Consultant/ Knowledge Partner for Central/State Governments or their agencies involving Investment Promotion Program Management. Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company/Chartered Accountant to be enclosed in support of projects. Only those projects will be considered for eligibility and evaluation in which at least six months experience has been earned by 31 October, 2012. {For every additional 1 long term (minimum 6 months) project in 5 years, additional 4 marks shall be awarded}	12	20
iii. Experience of conducting at least one Global Investment Summit in India in 5 years as Lead Consultant/Consultant/ Knowledge Partner involving Investment Promotion Program. Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company/Chartered Accountant to be enclosed in support of conducted summits. {For every additional Global Investment Summit in 5 years, additional 4 marks shall be awarded}	12	20
2. TECHNICAL COMPETENCE	27	45
(i) PROJECT CONCEPTUAL CLARITY AND APPROACH	9	15
(ii) PRESENTATION	9	15
(iii) PROJECT TEAM COMPOSITION	9	15
3. TOTAL	60	100

4.2 Evaluation of Technical Proposal

- (a) The minimum Technical Qualification score for the bidder to be qualified is 60% for opening of Financial Bid. It is further clarified that the bidder is required to score minimum qualifying marks in each criteria 1 and 2.

- (b) The project undertaken as Consultant / Knowledge Partner will be counted only once if it qualifies to fall under more than one categories in **EXPERIENCE IN RELATED PROJECTS**
- (c) The evaluation procedure for **PROJECT CONCEPTUAL CLARITY AND APPROACH** criteria will be as under

Evaluation of Write Up	Marks
Write Up not submitted	0
Write Up is below the expected requirement of the project	6
Write Up meets the expected requirement of the project	9
Write Up exceeds the expected requirement of the project	12
Write Up far exceeds the expected requirement of the project	15

- (d) The qualified bidders would be required to make a **PRESENTATION** on technical proposal to UDYOG BANDHU and submit hard copies for circulation as handout at the time of presentation. The presentation will broadly cover the following parameters:
- (i) Brief background of the bidding company
 - (ii) Similar events organized by the bidders
 - (iii) Understanding about the requirement of assignment and the way forward proposed in taking up the assignment
 - (iv) Methodology and proposed value addition
 - (v) Any other as per choice of bidder
- (e) The evaluation procedure for **PROJECT TEAM COMPOSITION** criteria will be adopted for team members proposed by the bidder for the project. The team necessarily should comprise of
- i. Team Leader with at least 2 Investment Promotion projects experience and with sufficient Total consulting experience
 - ii. Investment Promotion Expert
 - iii. Government related services Expert
 - iv. Industry related sector specific Expert
 - All the above team members need not to be put separately but as a whole it should have above mentioned expertise. There is no bar on maximum no. of members in the team.
 - Each team member must have at least 3 years of experience in Consulting. CVs of 4 proposed key team members should be submitted for evaluation.
 - The Knowledge Partner shall deploy a dedicated team of 6 members, stationed at Lucknow.
- (f) The Bidder shall be selected on the basis of Combined Quality cum Cost Based System (CQCCBS), whereby technical proposal will be allotted weightage of 80% and financial proposal will be allotted

weightage of 20%. The proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to their bid. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

4.3 Evaluation of Financial Proposal

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

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

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

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

4.4 Combined and Final Evaluation

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

$$S = ST \times 0.80 + SF \times 0.20$$

Where S is the combined score.

4.4.2 The Selected Bidder shall be the First Ranked Bidder (having the highest combined score). The Second Ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in this document.

Form-1
TECHNICAL PROPOSAL
Letter of Proposal
(On Bidder's letter head)

Dated:

The Executive Director,

Udyog Bandhu
12-C Mall Avenue,
Lucknow-226001.

Sub: Selection of Knowledge Partner for Long Term Investment Promotion Programme of Uttar Pradesh

Dear Sir,

1. With reference to your RFP document dated....., we, having examined the Bidding Documents and understood their contents, hereby submit our Proposal for the aforesaid Assignment. This proposal is unconditional.
2. All information provided in the **Proposal** and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for undertaking the Assignment.
4. We shall make available to the Udyog Bandhu any additional information it may find necessary or require to supplement or authenticate the Bid.
5. We acknowledge the right of the UDYOG BANDHU to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. We declare that:
 - A. We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the UDYOG BANDHU.
 - B. We do not have any conflict of interest in accordance the RFP document;
 - C. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the UDYOG BANDHU or any other public sector enterprise or any government, Central or State; and

- D. We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Assignment, without incurring any liability to the Bidders, in accordance with the RFP document.
 9. We declare that we are not a Member of any other firm submitting a Proposal for the Assignment.
 10. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
 11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 12. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
 13. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the UDYOG BANDHU of the same immediately.
 14. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the UDYOG BANDHU in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Assignment and the terms and implementation thereof..
 15. In the event of our being declared as the successful Bidder, We agree to enter into an Agreement in accordance with the draft that has been provided to us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 16. We have studied all the Bidding Document carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the UDYOG BANDHU or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
 17. The Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement.
 18. We offer an EMD of Rs. 5,00,000/-(Five Lakhs only) to the UDYOG BANDHU in accordance with the RFP Document.
 19. The EMD in the form of a Demand Draft is attached.

20. We agree and understand that the Proposal is subject to the provisions of the Bidding Document. In no case, we shall have any claim or right of whatsoever nature if the assignment is not awarded to us or our Proposal is not opened.
21. We agree to keep this offer valid for 90 (Ninety) days from the Proposal Due Date specified in the RFP.
22. We agree and undertake to abide by all the terms and conditions of the RFP document.

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

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)
Name and seal of Bidder

Form-2
Particulars of the Bidder

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

Name :

Designation :

Contact tel. No. :

Mobile no. :

Fax no. :

Email id :

Postal address :

(Signature of Authorized signatory)

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

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

(Signature of Authorized signatory)

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

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

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

1. Experience of at least 2 long term (minimum 6 months) projects in India in 5 years as Lead Consultant/Consultant/ Knowledge Partner for Central/State Governments or their agencies involving Investment Promotion Program Management.

Year	No. of Assignments	Name of the client	Description of event/assignment including location	Duration of assignment	Cost of assignment	Focus sectors
2008-09						
2009-10						
2010-11						
2011-12						
2012-13 (upto 31.10.2012)						

This is to certify that the above information has been examined by us on the basis of Letter of Award/Agreement for the assignments & other relevant information, in support of projects in which at least six months experience has been earned by 31 October, 2012 and found correct.

(Signature, Address, Seal & Membership No. of Chartered Accountant) OR (Signature of the Authorized Signatory)

Note:- Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company/Chartered Accountant to be enclosed in support of projects. Only those projects will be considered for eligibility and evaluation in which at least six months experience has been earned by 31 October, 2012.

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

1. Experience of conducting at least **one** Global Investment Summit in India in 5 years as Lead Consultant/Consultant/ Knowledge Partner involving Investment Promotion Program.

Year	No. of Assignments	Name of the client	Description of event/assignment including location	Duration of assignment	Cost of assignment	Focus sectors
2008-09						
2009-10						
2010-11						
2011-12						
2012-13 (upto 31.10.2012)						

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

(Signature, Address, Seal & Membership No. of Chartered Accountant) OR (Signature of the Authorized Signatory)

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

Form-5

Write up on Project Conceptual Clarity and Approach

In this write up the firm should propose its understanding of the project, the action plan it intends to follow, the matrix of staff deployment as per timeline, the deliverables and their time line, the mobilisation of extra resources and value addition proposed for the assignment. The practical difficulties and obstacles which can possibly arise during the course of assignment and how to address them should also be highlighted.

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

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Form-6

CURRICULUM VITAE (CV) OF PROPOSED TEAM MEMBERS

Proposed Position :

Name of Team Member

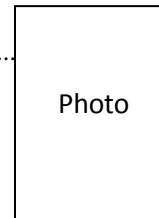
Designation

Date of Birth :

Years with Firm/Entity : Nationality

Membership of Professional Societies.....

Detailed Task Assigned :



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

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

Note:-

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

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

Document for proof of age is to be enclosed.

Document for proof of qualification is to be enclosed.

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

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

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

Certification

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

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

Name & signature of the authorized signatory

Form-7

COMPOSITION OF THE TEAM AND TASKS OF TEAM MEMBERS

Sl. No.	Name	Present Designation	Number of years in Payroll of the bidder	Minimum Qualification and Experience Required (In Years)	Proposed Position	Task Assigned
1.						
2.						
3.						
4.						

We undertake that the 4 team members as mentioned above shall remain with the assignment till the completion of assignment. Any change in the above composition of personnel shall not be done without prior permission of Udyog Bandhu. We further undertake that details of 2 additional team members shall be submitted upon selection of knowledge partner and at the time of agreement.

Name & signature of the authorized signatory

Form-1

FINANCIAL PROPOSAL

Covering Letter (On Bidder's letter head)

[Location, Date]

FROM: [Name of Bidder]

.....
.....

To

The Executive Director,

Udyog Bandhu

12-C Mall Avenue,

Lucknow-226001.

Sub: Selection of Knowledge Partner for Long Term Investment Promotion Programme of Uttar Pradesh

Dear Sir,

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

1. Our Financial Proposal shall be binding upon us up to the expiration of the validity period of the Proposal, i.e. (Date).
2. This financial proposal covers remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), equipment, surveys, third party services, overhead charges viz. travelling, boarding and lodging and out of pocket expenses, etc. as would be required for meeting out the objective of assignment.
3. The Financial Proposal is without any condition.
4. The offer price quoted by us is inclusive of all not specifically mentioned in the RFP document, but essential for successful completion of assignment.
5. 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 prevalent in India.
6. We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

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

Form-3

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL*(On a Stamp Paper of relevant value)***POWER OF ATTORNEY**

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

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

(Signature)

(Name, Title and Address)

I Accept

_____ (Signature)

(Name, Title and Address of the Attorney)

Notes:

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

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