

**OFFICE OF THE COMMISSIONER INDUSTRIES AND COMMERCE
AND
SPECIAL SECRETARY CORPORATE SOCIAL RESPONSIBILITY
DEPARTMENT OF INDUSTRIES**

**Request for Proposal
For
Hiring Consultancy Firm for
Establishment of
PROJECT MANAGEMENT UNIT
FOR
INDUSTRIES AND COMMERCE DEPARTMENT,
GOVERNMENT OF RAJASTHAN**

Udyog Bhawan, Tilak Marg, Jaipur-302 005, India

Phone: 91-141-2227729/31/32/33/34

Email: indrajfo11@rajasthan.gov.in

Website: <http://industries.rajasthan.gov.in/content/industries/doi.html>

UBN No: DS12122SLOB00019

Table of Contents

Disclaimer	3
Invitation to bid (Request for Proposals)	5
Data Sheet	6
Section I: Instructions to Bidders	10
Section II: Eligibility Criteria, Key Personnel Requirement and Evaluation Criteria	18
Section III: Scope of Work	24
Section IV: Technical Forms	28
Financial Forms	37
Section V: Conditions of Contract	40
Section VI: Contract Forms.....	63
Annexure	71

Disclaimer

1. The information contained in the RFP document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of Commissioner Industries and Commerce and Commerce, GoR or any of their employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP.
2. Though adequate care has been taken in the preparation of this RFP, the Bidder should satisfy himself that the document is complete in all respects. Intimation of discrepancy, if any, should be given to Commissioner Industries and Commerce, GoR immediately.
3. The RFP is not an agreement and is neither an offer nor invitation by Commissioner Industries and Commerce, GoR to the prospective Bidders or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. The RFP may include statements, which reflect various assumptions and assessments arrived at, by Commissioner Industries and Commerce, GoR in relation to the requirement. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.
4. Information provided in the RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. Commissioner Industries and Commerce, GoR accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. Commissioner Industries and Commerce, GoR, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, 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 the RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of the RFP or arising in any way in this selection process.
6. Commissioner Industries and Commerce, GoR also accepts no liability of any nature whether resulting from negligence or otherwise arising from reliance of any Bidder upon the statements contained in the RFP.
7. Commissioner Industries and Commerce, GoR may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in the RFP which shall be posted only on the website of Commissioner Industries and Commerce, GoR <http://industries.rajasthan.gov.in/content/industries/doi.html> It shall be the responsibility of the interested bidders to keep themselves informed about the same.

8. The issue of this RFP does not imply that Commissioner Industries and Commerce, GoR is bound to select a successful bidder for the project and Commissioner Industries and Commerce, GoR reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.
9. 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 Commissioner Industries and Commerce, GoR or any other costs incurred in connection with or relating to its proposal. All such costs and expenses shall remain with the bidder and Commissioner Industries and Commerce, GoR 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 selection process.

Invitation to bid (Request for Proposals)

Micro, Small and Medium Enterprises (MSMEs) sector is an important pillar of Indian economy as it contributes greatly to growth of Indian economy with its vast network, employment generation.

Having recognized the potential of the sector, Government of Rajasthan (GoR), Department of Industries has set out to transform this sector to promote investments and create jobs in the state. The MSME sector has been identified as one of the core sectors for attracting investment in the state.

The Government of Rajasthan (GoR) intends to implement a program to transform MSME Ecosystem in the State by establishing a centralized Project Management Unit which will be responsible for vision re-alignment for MSME sector, Ease of doing business for MSMEs and to provide support and transform the internal and external MSME ecosystem such as cluster development, vendor development, establishment of network of common facilities for key sectors, facilitation cell in the state etc.

It aims to resolve the common yet unaddressed challenges faced by entrepreneurs falling in MSME segment in Rajasthan and provide entrepreneur and investor hand-holding, knowledge and assistance related to export and expansions etc. Thus, Commissioner Industries and Commerce, GoR invites Proposals from reputed and experienced bidders, to assist Department in conceptualization, implementation and monitoring of above mentioned program through this PMU. The tender documents can be downloaded from Rajasthan State Public Procurement Portal <https://sppp.rajasthan.gov.in> and <https://eproc.rajasthan.gov.in> and Department's website <http://industries.rajasthan.gov.in/content/industries/doi.html>. The tender document of those bidders shall be acceptable who have made online payment/DD for the tender documents fee of INR 10,000 (non-refundable) and processing fee of INR 1,000 (GST as applicable) (non-refundable) to be paid and without which bids will not be accepted.

Pre-bid queries should be mailed to Commissioner Industries and Commerce, GoR, at (indrajfo11@rajasthan.gov.in) with subject: "HIRING CONSULTANCY FIRM FOR ESTABLISHMENT OF THE PROJECT MANAGEMENT UNIT FOR INDUSTRIES DEPARTMENT, GOVERNMENT OF RAJASTHAN"

Industries Department, GoR would endeavour to adhere to the following schedule for the Bidding Process:



Data Sheet

Date of publishing Notice Inviting Bid (NIB) on e-procurement portal, Rajasthan	<i>Date: 06.12.2021, Time: 2:00 PM</i>
Date from which Bidding Document can be downloaded from e-procurement portal and department website.	<i>Date: 06.12.2021, Time: 2:00 PM</i>
Last Date and time for submitting (through mail) queries to Commissioner Industries and Commerce, GoR.	<i>Date: 14.12.2021, Time: 3:00 PM</i> <i>e-mail i.d.- indrajfo11@rajasthan.gov.in</i>
Pre Bid Meeting/Conference Queries may be mailed upto	<i>Date: 14.12.2021</i> <i>Time: 4:00 PM</i> <i>Venue: Meeting Hall, Udhog Bhawan</i> <i>e-mail i.d.- indrajfo11@rajasthan.gov.in</i>
Reply of Queries to be uploaded by Department (Format for queries at Annexure 4)	<i>Date: From 20.12.2021 to 26.12.2021, 3:00 PM</i>
Last date and time for submission of response to RFP (Bid – Documents) through electronically on e-procurement portal	<i>Date: 27.12.2021, Time: 3:00 PM</i>
Date of opening of the Technical Proposal	<i>Date: 28.12.2021, Time: 4:00 PM</i>
Date of Technical Presentation (30 min. presentation and 15 min. discussions)	<i>Date: 29.12.2021, Time: 3:00 PM</i>
Date of opening of Financial Proposal	To be notified to Technically qualified bidders

Mode of submission	Online through e-Procurement/ e-bidding system at http://eproc.rajasthan.gov.in
Address of Tendering Authority	Commissioner, Industries & Special Secretary, CSR, Udyog Bhawan, Tilak Marg, Jaipur 302 005, Rajasthan, India Tel: 91-141-2227729, 2227731/32/33/34, E-mail: indrajfo11@rajasthan.gov.in Website: www.industries.rajasthan.gov.in
Assignment Duration:	The duration of the consultancy assignment shall be three (3) years and may be further extended as per RTPP Act and Rules on mutual agreement on same terms & conditions of this contract and basis of availability of budget.
Total Cost of the assignment	INR 4.5 Crore (approximate)
Bid Application Fee(non-refundable): Demand Draft should be drawn in favor of "Commissioner Industries and Commerce, GoR" from any connected, Nationalized or Scheduled Bank, Payable at Jaipur. Bid Application fee can be transferred through e-GRAS (online mode).	INR 10,000/- (Rupees Ten Thousand Only)
Bid Processing Fee(non-refundable): Demand Draft should be drawn in favour of "Commissioner Industries and Commerce, GoR" from any nationalized or scheduled, commercial bank payable at Jaipur. Bid Processing fees can be transferred through e-GRAS (online mode).	INR 1,000 (Rupees One Thousand Only)
Bid-Securing Declaration form: Provide duly filled Form of Bid-Securing Declaration (Annexure - 5) along with INR 50 Stamp Duty charges and Surcharge amount (30% of Stamp Duty charges). Bid Security (Form of Bid-securing	Bid Securing Declaration as mentioned in Annexure - 5 and INR 50 stamp duty charges and Surcharge of 30% of stamp duty charges along with the technical bid

Declaration) should be submitted along with Bid proposal as mentioned in Annexure - 5.	
Selection process	Bidders scoring minimum Technical qualifying marks (80%) shall be considered for opening Financial proposal.
Consortium/JV	Not acceptable

Please note: Further, information regarding these services and procurement procedure is available in the Bidding Document. The Request for Proposal (RFP) Document (Bidding Document) contains following sections:-

1. Section I - Instructions to Bidders
2. Section II - Eligibility Criteria, Key Personnel requirement and Evaluation Criteria
3. Section III - Scope of Work
4. Section IV - Bidding Forms
5. Section V - Conditions of Contract
6. Section VI - Contract Forms

Annexure

In case, any of the bidders fails to physically/online submit the Banker's Cheque/Demand Draft/Bank Guarantee/e-GRAS/RTGS/NEFT for price of the Bidding Document and the Form of Bid-Securing Declaration for Bid Security on or before *time 3:00 PM date 27.12.2021*, then that Bid shall not be considered.

Note:

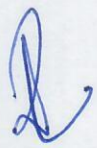
- 1) Bidder shall submit their offer on-line in Electronic formats both for technical and financial proposal through e-procurement portal. However, DD for Tender Fees, Bid Processing Fees and Bid Security can be submitted physically (online option is available through e-GRAS system) at the Commissioner Industries and Commerce, GoR as prescribed in RFP and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 2) In case, any of the bidders fails to physically/Online submit the Tender Fee, Bid Security (Form of Bid-Securing Declaration & associated charges), and RISL Processing Fee up to date and time as mentioned in RFP, its Bid shall not be considered. The Banker's Cheque/ Demand Draft/ Bank Guarantee/e-GRAS/RTGS/NEFT for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of "Commissioner Industries and Commerce, GoR" payable at 'Jaipur' from any Scheduled Commercial Bank.

- 3) Commissioner Industries and Commerce, GoR will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid documents well in advance, so as to avoid the last minute issues like slow speed; congestion in web site due to heavy load or any other unforeseen problems.
- 4) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 5) All the documents comprising of technical Bid shall be opened & downloaded from the e-Procurement portal and opened at *time 4:00 PM date 28.12.2021* in the office of the Commissioner Industries and Commerce, GoR Jaipur in the presence of the Bidders or their representatives who wish to be present.
- 6) The provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and of the Rajasthan Transparency in Public Procurement Rules, 2013 shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and the Rules, 2013, the latter shall prevail.
- 7) Commissioner Industries and Commerce, GoR strictly prohibits the Child Labour at any stage of procurement process. Commissioner Industries and Commerce, GoR encourages the Consultancy firm to take sufficient steps to identify, report, and address Child labour during Project Management Unit support.

8) Details of Bid application fee & Bid Processing fee and Bid security on :

DD / Cash on Commissioner Industries and Commerce, Jaipur

Yours sincerely,



Commissioner Industries and Commerce,
Udyog Bhawan, Tilak Marg, Jaipur

Section I: Instructions to Bidders

1.1 Guidelines for Preparation of Proposals

Bidders are required to submit (upload) their bids online on e-procurement portal as per following sections outlined below:

- 1.1.1 **First Section (Technical Bid):** - Request Letter, General information about the bidder as per points with enclosures/ certificates/registrations/documents/audited balance sheet/strategy and plan etc. Technical bid should clearly show that the bidder fulfils the eligibility criteria laid down in the bid. Kindly put page numbers on each page of uploaded document. **No financial quote should be uploaded in technical bid section.**
- 1.1.2 **Second Section (Financial Bid):** - To be filled in format (BOQ) prescribed on State E-Procurement portal.

1.2 Bid Security

- 1.2.1 Bid Security: Provide duly filled Form of Bid-Securing Declaration (Annexure - 5) along with INR 50 Stamp Duty charges and Surcharge amount (30% of Stamp Duty charges).
- 1.2.2 The Central Government and Government of Rajasthan Undertaking need to provide Bid-Securing Declaration Form (Annexure - 5) along with Bid proposal submission.
- 1.2.3 Bidder is required to pay the bid security amount specified in Terms and Conditions of Bid in the Following cases, namely :-
 - (a) when we withdraw or modify our bids;
 - (b) when we do not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
 - (d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
 - (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

1.3 Signing of the Agreement and Performance Security:

1.3.1 Agreement, Performance Security and Additional Performance Security:

- i. Successful bidder shall have to execute an agreement within 15 days from date of dispatch of Letter of Intent/Letter of Acceptance and also have to deposit the



Performance Security equal to 2.5 % of the amount of supply order or contract value.

- ii. The bid security deposited at the time of bidder will not be adjusted towards Performance Security.
- iii. No interest shall be paid on the Performance Security.
- iv. The forms of Performance Security shall be as below:
 - a. Deposit through e-GRAS;
 - b. National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules
 - c. Irrevocable confirmed Bank Guarantee/s of a scheduled commercial bank. The conditions regarding bank guarantee shall be same as mentioned in the rule 42 of the RTPP Rules, 2013
 - d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance.
- v. The Performance Security money shall be refunded within three (3) months of successful completion/termination/expiry of the contract subject to recoveries, if any.
- vi. Additional Performance Security shall be solicited from the successful bidder as per the Finance Department Notification dated: 22/October/2021

1.4. Submission of Proposals

- 1.4.1 The proposals -Technical Proposal shall be prepared in indelible ink without overwriting or correction and uploaded on e-procurement
- 1.4.2 An authorized representative of the bidder should authenticate all pages of the Pre-Qualification, Technical and Financial Proposals. (Power of attorney to be furnished as per Annexure 3) or the bidders may submit their Board Resolution and along with letter of authority.
- 1.4.3 All pages in the bid should be signed, stamped and numbered and put in sequence as required in the bid document.
- 1.4.4 The Technical Proposal (Tech 1 – Tech 5) and the Financial Proposal - Fin 1 (Cover letter), and Fin 2 (BoQ) should be submitted (uploaded) online as per the schedule and guidelines mentioned at the procurement portal.
- 1.4.5 No Proposal will be accepted after the deadline for submission and in the event of any proposal being received after the closing time for submission of proposals, the same shall be returned un-opened.

1.4.6 E-Bid Processing Fee for RISL and the Bid Application Fee amount have to be deposited to Commissioner Industries and Commerce, GoR as per directions, on or before time date.

1.4.7 As per the RTPP Act 2012 and Rules, 2013, Annexure 7 (for Code of Integrity), Annexure 2 (Declaration by the Bidders), Annexure 8 (Grievance Redressal) & Annexure 5 (Form of Bid-Securing Declaration) have to duly filled by the bidders and annexed with the Technical Bids.

1.5. Language of Bid:

1.5.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Commissioner Industries and Commerce, GoR shall be written in English language and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages duly accepted by the Bidder in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

1.6 Response to Clarification

1.6.1 Interested bidders may seek clarification on any aspect pertaining to this bid Document. The query related to the Bid could be sent to the Commissioner Industries and Commerce, GoR via email indrajfo11@rajasthan.gov.in prior to *time 4:00 PM date 14.12.2021* as per format given in Annexure 4.

1.6.2 Amendments / clarifications, if any, in the bid document will be uploaded on e-procurement and SPPP portal of the Government of Rajasthan **on** *time 3:00 PM date 27.12.2021*.

1.6.3 All the interested bidders are advised to seek clarification /query/s and, if any and also attend the pre-bid meeting for the same.

1.7. Opening of Proposals and Selection Process

1.7.1 The documents received in technical bid will be examined to ascertain fulfilment of eligibility criteria. The bidders fulfilling the eligibility criteria will be invited to make Technical presentation to the Commissioner Industries and Commerce, GoR and before a Committee constituted for this purpose.

1.7.2 Based on the strength of their Technical Proposals, and presentations, the agencies will qualify for opening of their financial bids.



1.7.3 Bidders scoring minimum Technical qualifying marks (80%) shall be considered for financial proposal opening. Bidder with least Cost among Technically qualified bidders shall be awarded the Contract.

1.7.4 Cost quoted for "ESTABLISHMENT OF THE PROJECT MANAGEMENT UNIT FOR INDUSTRIES DEPARTMENT" shall be treated as financial quote.

1.8 Mode of Engagement:

1.8.1 Commissioner Industries and Commerce, GoR is offering an opportunity of a long term relationship on a fixed monthly basis for a period of 3 years. This cost will cover the time cost of all the resources deployed by the bidder for rendering required services as mentioned in bid document. Payment to the bidder would be made on quarterly basis on receipt of invoice with applicable taxes from the bidder, subject to satisfactory work done in the quarter.

1.9. Terms of Payment to the Selected Bidder

1.9.1 Payment will be made by way of electronic transfer of billed and passed amount in the bank account of the bidder in Indian Rupees. **The bidder will submit pre-receipt bills in triplicate, on quarterly basis towards activities completed during the quarter.**

1.9.2 GST/ other Govt. levies etc. shall be paid extra as applicable.

1.9.3 For facilitating Electronic Transfer of funds, the selected bidder will be required to indicate the name of the Bank & Branch, account number (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected bidder.

1.10 Other Important General Terms and Information

- i. The sealed bid proposal shall be filled with ink/typed and should be legible, bids filled with pencil, incomplete (unfilled columns) or illegible shall be rejected.
- ii. The bidder shall mandatorily sign with the seal of the bidder, each and every page of the bid document including all the annexure attached.
- iii. The rates should be quoted in numbers and words as well; any over-writing in rates shall not be accepted. It is expected from the bidders that the rate quoted in numbers and words should be same but if there is any difference in the rates in number and words, the lesser rate shall prevail.
- iv. The Commissioner Industries and Commerce, GoR shall have the right to reject any or all of the bids without citing reasons thereof.

- v. Performance security of 2.5% of the amount of contract value shall be solicited from the successful bidder, at the time of signing of the contract.
- vi. The Performance Security money shall be refunded within three (3) months of successful completion/termination/expiry of the contract subject to recoveries, if any.
- vii. The provisions of the Rajasthan Transparency in Public Procurement Act 2012 and of the Rajasthan Transparency in Public Procurement Rules 2013 shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act, 2012 and Rules 2013, the latter shall prevail.
- viii. The successful bidder/service provider shall behave well and co-operate with administration and staff of the office of Commissioner Industries and Commerce, GoR.
- ix. The Bidder will abide by industry standards prevalent in India and will free office of Commissioner Industries and Commerce, GoR from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold Commissioner Industries and Commerce, GoR responsible or obligated.
- x. The Bidder will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours;
- xi. The Commissioner Industries and Commerce shall reserve all the rights to accept or reject any proposal for the bid.
- xii. The bidder shall ensure regularity of work and timely completion of the same,
- xiii. The authorized person of the department shall assess the quarterly performance of the bidders hired after the signing of the contract. In case of dissatisfactory performance, the bidder shall immediately be directed to replace the person within a notice period of 15 working days.
- xiv. The office of Commissioner Industries and Commerce, GoR shall provide only office room and office furniture to the bidders.
- xv. The bidder will arrange printer, photocopy, Wi-Fi, laptop or any equipment/logistics support required for successful completion of project through their own funds.
- xvi. The successful bidder to have their own vehicle & driver for resources to travel for the purpose of the work assigned.
- xvii. The leave information shall be submitted to Commissioner Industries and Commerce, GoR
- xviii. The bidders shall not be given any insurance benefit or the like.
- xix. The successful bidder shall manage the transport facility of mobility mechanism for its employees, no TA/DA shall be payable by the client organization in Rajasthan.

1.11 Grievance Redressal during procurement process

Any grievance of a bidder pertaining to the procurement process shall be by way of filing an appeal in accordance with the provisions of Chapter III of the Act and Chapter VII of the Rules and as given in Annexure 6 in this document to the First or Second Appellate Authority, as the case may be, as specified below:

- i. **First Appellate Authority:** Additional Chief Secretary/Principal Secretary/ Secretary Industries, Department of Industries and Micro Small & Medium Enterprise (M.S.M.E.), Government of Rajasthan, Jaipur, Rajasthan
- ii. **Second Appellate Authority:** Principal secretary/Secretary/Department of Finance (Budget), Government of Rajasthan, Jaipur, Rajasthan.

1.12 Recoveries, Penalty Clause and Liquidated Damages

Penalties may be imposed for not performing the activities as per the scope of work of the bid document. The penalties will be limited to 10% of total contract value across all quarters. The final decision on the penalty amount would be taken at the level of Commissioner Industries and Commerce, Jaipur.

The Liquidated Damages will be limited to 10% of total contract value across all quarters. The final decision on the liquidated damages amount would be taken at the level of Commissioner Industries and Commerce, Jaipur.

1.13 Penalty for exit/replacement

- i. Replacement of resources shall generally not be allowed during the contract period. The replacement of agreed personnel by the bidder will be allowed in the event of medical emergencies, Force majeure events, disability/death of the incumbent as reasons for replacement of personnel or in case of personal reasons of the individual.
- ii. In case of failure to meet the standards set for delivering the project, (which includes efficiency, cooperation, discipline and performance); bidder may be asked to replace the personnel with or without any penalty for replacement/exit.
- iii. The replaced personnel will be accepted by the Office of Commissioner Industries and Commerce, Jaipur on the basis of suitability of the office of the Commissioner Industries and Commerce. The outgoing personnel should complete the knowledge transfer with the replaced personnel as per the satisfaction of the Commissioner Industries and Commerce, Jaipur. There should not be a gap of more than 15 working days in the replacement of the personnel.

- iv. In case replacement not provided within 15 working days, a penalty of INR 10,000/-per working day per personnel will also be imposed till suitable replacement is provided.
- v. However, Office of Commissioner Industries and Commerce, GoR is free to relieve any personnel at any time during contract period for reasons recorded in writing, by serving 15 working days advance notice. The company will be liable to provide suitable replacement as per the terms and conditions of this RFP.

1.14 Force Majeure

- i. The bidder shall not be liable for forfeiture of its Performance Bank Guarantee, liquidated damages, or termination for default if and to the extent that it's delays in performance or other failure to perform its obligations under the contract is the result of an event of Force majeure, or natural calamity.
- ii. For purposes of this Clause, Force Majeure means an event of situation beyond the control of the bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the bidder. Such events may include, but not limited to, acts of Department in its sovereign capacity, wars or revolutions, fires, floods, epidemics, pandemics, quarantine restrictions, and freight embargoes.
- iii. If a Force Majeure situation arises, the bidder shall notify within 14 working days to the Commissioner Industries and Commerce, GoR in writing of such condition and the cause thereof. Unless otherwise directed by bidder shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not perverted by Force Majeure event.

1.15 Arbitration

- 1.15.1** In event of any dispute or difference between the Commissioner Industries and Commerce, GoR and the bidder, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Administrative Secretary, Industries department, GoR. The provision of Arbitration and Conciliation Act, 1996 (No. 26 of 1996) shall be applicable to the arbitration proceedings. The Venue of such arbitration shall be at Jaipur. The language of arbitration proceedings shall be English/Hindi. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the Commissioner Industries and Commerce, GoR and the bidder. The cost of the arbitration shall be shared equally by Commissioner Industries and Commerce, Government of Rajasthan and the bidder to the agreement. However,

expenses incurred by each party in connection with the preparation, presentation shall be borne by the either party itself.

1.16 Jurisdiction

- 1.16.1 The contract shall be governed by laws of Rajasthan/India and all Government rules from time to time and in force for the time being are applicable to this contract bid.
- 1.16.2 All legal proceedings, if necessary, arise to institute by any of the parties (Government or bidder) shall have to be lodged in courts situated in Jaipur city.



Section II: Eligibility Criteria, Key Personnel Requirement and Evaluation Criteria

The Eligibility requirements for a Bidder mentioned below:

1. Eligibility Criteria
2. Bidder's Experience (Details to be provided in the Format TECH-2)

ELIGIBILITY CRITERIA

S.No.	Sections	Specific Requirements	Supporting Document Required
1.	Legal Entity	- The Bidder must have a registered office in India. - Bidder must have been operating in India for the last 10 years as on March 31, 2021. - The Bidder must be a Legal entity i.e. registered under Companies Act, 1956/2013 or a partnership registered under the India Partnership Act, 1932 or Limited Liability Partnership, Bidder registered under the Limited Liability Partnership Act 2008 with their registered office in India.	Incorporation Registration Certificate
2.	Financial Capacity	The bidder should have a minimum average annual turnover of INR 200 Crore from Indian operations in the last three financial years (FY 2017-18, FY 2018-19 and FY 2019-20). The bidder should have been working in consultancy assignments from PMU with a minimum annual turnover of INR 10 Crore from Government/ Public Sector consulting services in India in each of the last three (3) financial years (FY 2017-18, FY 2018-19 and 2019-2020).	(Audited Balance Sheet/ CA Certificate) for the three financial years
3.	Employee Strength	The company should have at least 200 employees on payrolls as on 31st March 2021.	Certificate from Human Resource/competent authority as self-declaration.

S.No.	Sections	Specific Requirements	Supporting Document Required
4.	Relevant Experience	- The bidder should have experience of providing consulting/managing PMU at Central/ State Government related to Cluster development including Diagnostic Study Reports (DSR)/ Detailed Project Report (DPR)/ financial sanctions and hand holding support for establishment and operationalisation of Common Facility Centre project within a cluster/Industrial park under MSE-CDP/SFURTI/any other Central/State Government (cluster development etc.) in last five (5) years. - The bidder should have experience of assisting cluster development project under Central and State Government scheme (MSE-CDP/SFURTI/any other cluster development schemes.	Work Order/ Completion Certificate/ Client Certificate for previous experience
5.	Blacklisting	The bidder should not have been debarred or blacklisted by Central Government or by any department of any State Government as on date of the submission of RFP.	Certificate duly attested by authorized signatory.

- i. The evaluation of Technical Proposals shall be carried out for those Bidders who have qualified in the eligibility criteria mentioned under Section II.
- ii. If the Technical proposals are found to be inadequate and do not correspond to the scope of service, they shall be summarily rejected.
- iii. The team outlined above is envisaged under the current project scope and as per the immediate requirement. Any further increase in team deployment would be discussed and bidder is required to mobilize team for the same.

TECHNICAL EVALUATION CRITERIA

1. Experience of the Firm (40 Marks)

S.No.	Criteria	Maximum Marks
1.	The bidder should have experience of preparing at least 5 Projects/Reports including Diagnostic Study Reports (DSR) cum Detailed Project Report (DPR)/ financial sanctions and hand holding support for establishment and operationalisation of Common Facility Centre project in last 5 years under MSE-CDP/SFURTI/any other Central/State Government program/s aimed at cluster development.	
	1. 3 marks per project/report up to a maximum of 5 projects.	15
	2. 4 marks per project with special focus on rural development, upliftment of Micro, SC-ST-Women owned Micro and Small Enterprises, of Maximum 2 projects.	8
2.	At Central Government level, the bidder should have experience of assisting projects under central government cluster development programs in last 5 years and should have received Completion letter.	
	5 marks per project under Central Government (M/O of MSME or its agency) scheme with completion letter up to maximum of 2 projects.	10
3.	The bidder should have consulting/PMU projects experience of at least three (3) projects having MSME Cluster / MSME facilitation component with any of the State Government in India.	
	1. 3 marks per project with duration more than 24 months and cost of engagement not less than Rs. 5 Crore, up to maximum of 3 projects.	9
	2. Bidder should have experience of assisting at least 2 State governments in accessing the funds under cluster development schemes of GOI. Financial approvals for the projects should have been accorded.	3
Total Score for Criterion (i)		45

2. Technical presentation (15 Marks)

S.No.	Criteria	Maximum Marks
1.	Technical presentation (Approach and Methodology)	
	a) Overall understanding of scope of work	5
	b) Learning from past experience and from other States c) How Learning will be utilized useful for Rajasthan d) Proposed Action Action/deliverables plan	5
	e) Project/work plan with milestones and timelines	5
Total Score for Criterion (ii)		15

3. Key professional staff qualifications and competence for the assignment.

S. No.	Criteria	Maximum Marks
1.	Coordination Team (Need based) <i>(to Coordinate, support and facilitate for presentation, sanction, release of funds from Gol)</i>	8
	Coordination Team members should have an average 10 years work experience of various cluster development projects including preparation of DSR/DPR, presentation before appropriate platform, getting sanction, release of funds and liaisoning work with various ministries of Gol and facilitate to stake holders.	

2.	Team Leader – MSME sector Expert (Full time deployed)	
	Education Qualification: MBA in any stream with B.E. / B.Tech from a recognised University/Institution across India	3
	Having total of 10 years of working experience including MSME cluster development / MSME facilitation / Policy advocacy / manufacturing activities / Government schemes implementation (Central and State level).	6
	Preference shall be given to the personnel having experience in cluster development/facilitation with M/O MSME (MSE-CDP, SFURTI etc.)	2
3.	Support Expert (Full time deployed)	

	PG or equivalent from a recognised University/Institution across India.	3
	Having total of 06 years of experience including development of MSME Clusters / MSME facilitation, any MSME related cluster development projects at Central or State government / Department / Agency / Autonomous institution. Preparation of DSR/ DPR and other reports as required.	5
	Mobilization and Stakeholder Management expert <i>(full time deployed)</i>	
	Graduate in any discipline from a recognised University/Institution across India.	2
4.	Having total of 04 years of experiences including Central or State governments Cluster development / Social projects which includes Information Education Communication (IEC) / Behavioural change Communication (BCC) / Capacity building / Stakeholder management / SHGs, presentation before Central and/or State government authority.	4
	Finance Expert <i>(Full time deployed)</i>	
	C.A. or MBA (finance) from a recognised University/Institution across India.	3
5.	Having total of 05 years of experience including development of feasibility study / preparing DPRs / DSRs, preparation of bid documents and experience in Bid process management, presentation before Central and/or State government authority, for the government projects / MSME development.	4
	Note: The Educational qualifications required in this RFP are mandatorily to be from a recognised University/Institution across India.	
Total Score for Criterion (iii)		40
Total Score for Criterion (i) +(ii) +(iii)		100

METHOD OF SELECTION OF BIDDER

1. Bidder needs to obtain 80% marks in technical evolution criteria to be eligible for opening of financial bid.
2. The Procuring Entity reserves the right to Select/Accept or Reject all or any Bid without assigning reasons thereof.
3. The Procuring Entity shall select the most advantageous Bid based on the recommendations of the Bid Evaluation Committee.



Section III: Scope of Work

Introduction:

The Commissioner Industries and Commerce, GoR has been mandated for overall development of MSMEs in the state of Rajasthan. The Commissioner Industries and Commerce, GoR very well realizes that a vibrant Micro, Small and Medium Enterprises (MSME) sector is crucial for sustaining economic growth and employment generation due to its labour intensive nature. Therefore, the Commissioner Industries and Commerce, GoR has embarked upon initiatives to promote growth centers and clusters for enhancing competitiveness of this sector.

This approach further aims to facilitate access to better technology, higher value addition, more profitable markets, formal credit, skilled manpower and other need based inputs to MSMEs that are required to compete in the global markets.

Currently, the Commissioner Industries and Commerce, GoR has identified a number of MSME clusters which require both hard and soft interventions. In view of this, The Commissioner Industries and Commerce, GoR, now intends to leverage assistance for such interventions available under various schemes of Government of India and Government of Rajasthan.

The challenges faced by MSMEs in the state can be addressed with possible solutions derived from Central and State Government schemes. Appointment of a Project Management Unit (PMU) is planned to leverage funds/benefits available under the Schemes of Government of India. Selected PMU would assist the Commissioner Industries and Commerce, GoR in undertaking project conceptualization and development, Stakeholder engagement, preparation of DSRs, DPRs, getting approvals/sanction from Government of India, Project establishment and commission of project. PMU would also have to support the department in monitoring of the implementation of the projects, transfer knowledge and build capacity of the department to undertake such initiatives independently in future.

Objectives of the program:

- (i) To support the sustainability and growth of MSMEs by addressing common issues such as improvement of technology, skills & quality, market access, etc.
- (ii) To build capacity of MSMEs for common supportive action through formation of self-help groups (SHGs), consortia, up gradation of associations, etc.
- (iii) To create/upgrade infrastructural facilities in the new/existing Industrial Areas/Clusters of MSMEs.
- (iv) To set up Common Facility Centers (for testing, training, raw material depot, effluent treatment, complementing production processes, etc.).

Scope of work is aimed at enhancing the competitiveness of the state MSMEs by undertaking successful interventions under various GoI schemes. Major focus intervention for MSME development in the state will be creation of Common Facility Centers and infrastructure development through MSE-CDP/SFURTI etc. programs of GoI. Following are the complete list of activities that will be undertaken as part of the scope of work:

Activity 1: Preparation and approval of Detailed Project Reports for establishment of CFCs

- Design and undertake orientation programme through capacity building/workshop for District Industries Centre (DICs) / SPVs / other related stakeholders.
- Undertake cluster diagnostic study to assess the current infrastructure available with the cluster, existing status of the cluster. Prepare As-Is report for diagnostic study.
- Undertake SWOT analysis of the cluster
- Provide a detailed action plan for cluster including hard and soft interventions and assist cluster members in formation of SPV/consortia etc. for managing the cluster.
- Undertake technical feasibility and financial viability assessment for the Common Facility Centres (CFCs) and fitment under suitable GoI/State schemes.
- Provide complete support in formation of Special Purpose Vehicle (SPV) for managing and running the CFCs.
- Identify key plant and machinery requirement along with the requirement of raw material, utilities and services etc. in consultation of SPV/ concerned DICs.
- Support the SPV in identifying a suitable place for setting up the CFCs and all statutory approvals / license/ registrations / consent etc.
- Preparation of Detailed Project Report for establishment of CFC; identifying hard and soft interventions to be implemented in the cluster.
- Assistance in stakeholder consultations for validation of DPR.
- Presentation of the Detailed Project Report to the State Level Project Steering Committee.
- Assist in submission of the Detailed Project Report through the online portal of M/O of MSME/ Other Ministries and Appraisal from financial institution for sanction/release of funds to GoI/State.
- Assistance to the implementing agency in coordination with MSME-DI and M/O of MSME / Other Ministries for responding to queries raised and information sought.
- Any other work assigned by Commissioner Industries and Commerce, GoR

Activity 2: Support in implementation of approved projects

- Provide procurement management support as per General Financial & Accounts Rules (GF&AR) / RTPP Act & Rules / CVC guidelines i.e. preparation of bid documents for civil works and equipment/goods etc.
- Support in preparation of bid evaluation reports, minutes of purchase committee/other meetings, contract documents etc.
- Support in conduct of purchase committee meetings for evaluation of bids received and coordination with bidders to fulfil the requirements of tenders.
- Assist the SPV in preparing documentation required by the State Government for release of grants.
- Assist the SPV in preparing documentation required by the M/O of MSME/ Other Ministries for release of grants-in-aid and follow up with GoI for the same.
- Conduct a capacity building / workshop program for SPV members in running the CFC as per the scheme guidelines.
- Support in monitoring of procurement activities for successful execution.
- Any other work assigned by Commissioner Industries and Commerce, GoR

Activity 3: Programme Management Support

- Participate in relevant review meetings of MSME-DI, DC-MSME etc. along with the State Government /DIC /SPV.
- Assist in obtaining financial closure from M/O of MSME /Other Ministries after project operationalisation and release of all grants from GoI.
- Assist SPV and State government in responding to queries raised and information sought by DC-MSME/ M/O MSME/ Other Ministries from time to time.
- Support in preparation of bid documents, evaluation reports and all drafting minutes/work of purchase committee meetings etc.
- Hand holding support to SPV for smooth implementation of common facility centre (CFC) and assigned activities.
- Any other work assigned by Commissioner Industries and Commerce, GoR

Payment Schedule

After the execution of contract, Commissioner Industries and Commerce, GoR shall provide the Milestone as per Scope of Work at the start of each quarter. Industry department may amend/change/add/reduce the milestone based on discretion of designated officer from Industries department.

Quarterly Progress Report for each Quarter, of the above activities (*Milestone set by Commissioner Industries and Commerce, GoR on Quarterly basis*) as per the Scope of Work is to be submitted with invoice. The report is to be signed and verified by the concerned officers in the respective offices in the format given at Annexure-1. Enclosures of the work mentioned in the report would also be required to be submitted as proof of work done.

S. No.	Deliverables	Payment (% of total)
1.	Quarterly Payments for 3 years (milestone based)	90%
2.	On successful completion of contract (i.e. 36 months from the commencement of project)	10%



Section IV: Technical Forms

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

(On the letter head of the Bidder)

(Location, Date)

To

Commissioner Industries and Commerce,
Udyog Bhawan, Tilak Marg,
Jaipur 302 005, Rajasthan,

Dear Sirs:

We, the undersigned, offer to provide the consulting services as Project Management Unit for Industries Department, in accordance with your request for proposal (RFP) dated *[Insert Date]* and our proposal. We are hereby submitting our proposal, which includes the Technical proposal and a financial proposal.

We hereby declare that:

- (a) All the information and statements made in this proposal are true and we accept that any misinterpretation or misrepresentation contained in this proposal may lead to our disqualification by the Commissioner Industries and Commerce, GoR, and action may be taken against us under the provisions of the Act and the Rules.
- (b) Our proposal shall be valid and remain binding upon us for the required period of 180 days from the date of submission and can be extended mutually.
- (c) We declare that have complied with the and shall continue to comply with the provisions of code of Integrity contained in the RFP document in competing for and in execution of the Contract and that we have no conflict of interest in accordance.
- (d) We meet the Eligibility and Qualification criteria as required in the RFP Document.
- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (f) We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the period stated in the RFP Document.
- (g) We understand that the Commissioner Industries and Commerce, GoR is not bound to accept any Proposal that the office receives.

Yours sincerely,

Authorized Signature (In full and initials): _____

Name and Title of Signatory: _____

Name of bidder's/ company's name:

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____



Form TECH-2

BIDDER'S ORGANIZATION AND EXPERIENCE

Form TECH-2: A brief description of the Bidder's organization and an outline of the experience of the Bidder that is most relevant to the assignment.

A - Bidder's Organization

- a) Provide here a brief description of the background of your company. List only relevant assignments. If yes, Attach documents. (Yes/No)
- b) Include organizational chart, a list of Board of Directors, and beneficial ownership. If yes, Attach documents. (Yes/No)
- c) Add details/proofs as per mentioned in section of Eligibility Criteria. If yes, Attach documents. (Yes/No)

B - Bidder's Experience

- The bidder should have experience of at least 5 years preparing at least 5 Projects/Reports including Diagnostic Study Reports (DSR) cum Detailed Project Report (DPR)/ financial sanctions and hand holding support for establishment and operationalisation of Common Facility Centre project within a cluster/Industrial park in last 5 years under MSE-CDP/SFURTI/any other Central/State Government program/s aimed at cluster development. If yes, Attach documents. (Yes/No)
- a) At Central Government level, the bidder should have experience of assisting projects under central government cluster development programs in last 5 years and should have received Completion letter. The project implementing agency should have received Gol grant. If yes, Attach documents. (Yes/No)
- b) The bidder should have consulting/PMU projects experience of at least 3 PMU projects having MSME Cluster / MSME facilitation component with any of the State Government in India. If yes, Attach documents. (Yes/No)
- c)

A. Summary sheet for relevant assignments in following format:

Name of the project/assignment	Client(address and Contact Number)	Time Period (From.....to.....)	Value (attach Work Order)

B. Give details of the recent relevant assignments in the following format (1 sheet per assignment): if yes, attach documents

Assignment Name:		Date of Work Order:	(Yes/No)
Project Location within the Country:		Professional Staff provided by your Bidder: Your Company:	(Yes/No)
Name of Client:		No. of Staff:	(Yes/No)
		No. of Person months:	(Yes/No)
Start Date:	Completion Date:	Approx. Value of Services:	(Yes/No)
Name of Associated Bidders(s), if any:		No. of Professional Staff Months provided by Associated Bidders(s):	(Yes/No)
Name of Senior Staff (Project Director, Team Leader) involved and functions performed:			(Yes/No)
Cost and Detailed Narrative Description of Project:			(Yes/No)
Detailed Description of Actual Services Provided by your Bidder:			(Yes/No)

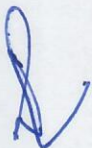
Form TECH-3

Fact Sheets of Team Members

Please provide the details for each personal proposed by the bidder: 'PROJECT DIRECTOR / TEAM LEADER (MSME EXPERT) / MSME SECTOR EXPERT / MOBILIZATION AND STAKEHOLDER MANAGEMENT EXPERT / FINANCE EXPERT' in below given format. Self-Certification of the experience mentioned may be provided.

- Name of Team Member:
- Position Proposed as per RFP:
- Qualification as per RFP:
- No. of years of experience:

Experience	Projects/Assignments	Client name	Duration	Work Assigned



FORM TECH-4

Curriculum Vitae (CV)

(Please affix a recent passport size colored photograph)

Position Title and No.	
Name of Expert:	
Date of Birth:	
Qualification(s):	
Total years of experience	
Country of Citizenship/ Residence	

Education: (List college/ university or other specialized education, giving names of educational institutions, years in which attended, degree(s)/ diploma(s) obtained) -----

Language Skills (indicate only languages in which you can work):

Employment record relevant to the assignment: (Starting with present position, list in reverse order. Please provide dates, name of employing organization.

Period	Employing organization and your title/ position.	Location of Assignment

2

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal and action under provisions of the Act and the Rules by the Client.

—

[Verified and countersigned by the Bidder]

Signature

Date

Name of Expert

Designation

Address



FORM TECH-5

Presentation on Technical Proposal

After opening of the Technical Bids, the bidders 'will be invited at the office of the Commissioner Industries and Commerce as per Date mentioned in data sheet, one at a time, to make a presentation on their Technical Bids (Proposals) before a Committee constituted for this purpose for better understanding of their Proposals.

The sequence of the Presentations from the Bidders shall be on the basis of the alphabetical order of their names

The presentation super **scribed "TECH-5 Presentation"** shall be uploaded with the Technical Bid.

Each Bidder would be given a time period of approximately Thirty (30) minutes for the presentation which would include Fifteen (15) minutes of discussions with the members of the Committee, wherein minimum of 50% marks should be obtained by the bidder.



Financial Forms

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

(To be submitted in a separate cover with the subject "Hiring Consultancy Firm for
Establishment of Project management Unit")

(Location, Date)

To:

Commissioner Industries and Commerce,
Udyog Bhawan, Tilak Marg,
Jaipur 302 005, Rajasthan,

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Project Management Unit for Industries Department in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of INR [Insert the amount in figures and words], including all expenses but excluding all taxes as applicable.

This financial proposal covers all expenses (excluding GST) including remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.) for successful completion of the assignment. The Financial Proposal is without any condition. The offer price quoted by the bidder is inclusive of all activities not specifically mentioned in the RFP document, but essential for successful completion of assignment.

Our Financial Proposal shall be binding upon us, if any, resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature (In full and initials): _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____



FORM FIN-2

BREAKDOWN OF REMUNERATION

The information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Bidder for possible additional services requested by the Commissioner Industries and Commerce.

S. No.	List of Personnel Required by RFP	No of positions (A)	Man-month rate excluding GST rate (B)	Duration in months (C)	Sub-total (D=AxBxC) (INR)
1.	Team Leader (MSME expert)	1		36	
2.	MSME Sector Expert	1		36	
3.	Mobilization and stakeholder Management expert	1		36	
4.	Finance Expert	1		36	
Total (it shall be equal to Contract value mentioned in Fin 1)					

Yours sincerely,

Authorized Signature (In full and initials): _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____



Section V: Conditions of Contract

1. General			
S. No.	Particulars	Clause	Description
1.	Definitions		Unless the context otherwise requires, the following terms wherever used in this Contract have the following meanings:
		1.1.1	"Act" means the Rajasthan Transparency in Public Procurement Act, 2012.
		1.1.2	"Applicable Law" means the laws and any other instruments having the force of law in India and Rajasthan, as they may be issued and in force from time to time.
		1.1.3	"Bidder" means the Successful Bidder that will provide the Services to the Commissioner Industries and Commerce, GoR, under the Contract.
		1.1.4	"CC" mean these Conditions of Contract.
		1.1.5	"Client" means the Commissioner Industries and Commerce Rajasthan, Jaipur
		1.1.6	"Commissioner Industries and Commerce, GoR" means the Commissioner Industries and Commerce, GoR which is the Department of Industries, Jaipur and who is the Procuring Entity for procuring the services of Project Management Unit. The selected Bidder will sign the Contract with Commissioner Industries and Commerce, GoR for the Services.
		1.1.7	"Contract" means the legally binding written agreement signed by the parties that are, Letter of Acceptance, these Conditions of Contract (CC), Bidding Forms and the Appendices.
		1.1.8	"Day" means a calendar day.
		1.1.9	"Effective Date" means the date on which this Contract

			comes in to force and effect.
		1.1.10	"Experts" means, collectively any personnel of the Bidder, assigned by the Bidder to perform the Services or any part thereof under the Contract.
		1.1.11	"Government/GoR" means the Government of Rajasthan.
		1.1.12	"In writing" means communicated in written form as a letter, E-mail, fax to the specified address, contact id.
		1.1.13	"LOI/ LOA" means the Letter of Intent/ Acceptance sent by Commissioner Industries and Commerce, GoR, to the selected bidder through Least Cost Selection (LCS) method.
		1.1.14	"Party" means the Client or the Bidder, as the case may be, and "Parties" means both of them.
		1.1.15	"Personnel" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Bidder's proposal.
		1.1.16	"Procuring Entity" means the Office of Commissioner Industries and Commerce, Government of Rajasthan, Jaipur.
		1.1.17	"Rules" means the Rajasthan Transparency in Public Procurement Rules, 2013.
		1.1.18	"Scope of Work (SoW)" means the document included in the RFP which explains the objectives, activities, tasks to be performed, respective responsibilities of the Client and the Bidder.
		1.1.19	"Services" means the tasks to be performed by the selected Bidder within the completion period pursuant to the Contract.
		1.1.20	"Third Party" means any person or entity other than the Government, the Commissioner Industries and Commerce, GoR and the Bidder.

		1.1.21	Terms not defined here shall have the same meaning as given to them in the RTPP Act, 2012 and The RTPP Rules, 2013
2. Interpretation			
S.No.	Particulars	Clause	Description
2.1	Relationship Between the Parties	2.1.1	Nothing contained here in shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Bidder. The bidder, subject to this Contract, has complete charge of Personnel, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf here under.
2.2	Law Governing the Contract	2.2.1	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
2.3	Language	2.3.1	This Contract has been executed in the English/Hindi language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
2.4	Headings	2.4.1	The headings shall not limit, alter or affect the meaning of this Contract.
2.5	Notices, Communications	2.5.1	Any communication, notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in Writing. Any such notice, request or consent shall be deemed to have been given or made when delivered personally, posted, e-mailed, faxed to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in below:-Representative of the Commissioner Industries and Commerce, GoRand his/ her communication address: Commissioner, Industries, Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur -302005, Rajasthan, India Representative of the Bidder and his/ her communication address:.....

		2.5.2	A Party may change its address for notice hereunder by giving the other Party a notice in writing of such change to the address.
2.6	Location	2.6.1	The Services shall be performed at the office of Commissioner, Industries, Jaipur.
2.7	Authorized Representatives	2.7.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Bidder may be taken or executed by the Authorized Representatives of the Commissioner Industries and Commerce, GoRand the Bidder.
3. Code of Integrity			
S.No.	Particulars	Clause	Description

3.1	Code of Integrity	3.1.1 It is required that bidders observe the highest standards of ethics during the procurement process and performance of the Contract. Therefore, the Bidder, or their personnel shall-(a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or performance of the Contract or to otherwise influence the Client/ Procuring Entity; (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation in performance of the Contract; (c) not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process and performance of the Contract; (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process and performance of the Contract; (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process and performance of the Contract; (f) not obstruct any investigation or audit of a procurement process and performance of the Contract; (g) disclose conflict of interest, if any; (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring Entity; and (i) Not indulge in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract.
-----	-------------------	--



		3.1.2	For the purposes of this Sub-Clause: i. "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in the Contract execution; ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of the Contract; iii. "collusive practice" means a scheme of arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels; iv. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a Contract.
3.2	Measures to be Taken On Breach Of Code of Integrity	3.2.1	Breach of Code of Integrity by the Bidder, or their personnel: Without prejudice to the provisions of Chapter IV of the Act, in case of any breach of the Code of Integrity by the Bidder, or their personnel, the Procuring Entity, Commissioner Industries and Commerce, GoR, may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and Chapter IV of the said Act.
4. Commencement, Completion, Modification and Termination of Contract			
S.No.	Particulars	Clause	Description
4.1	Effectiveness of Contract	4.1.1	This Contract shall come into force and effect on the date (the "Effective Date") on which the Client issues to the Bidder the Letter of Acceptance of his Proposal. The notice to commence the Services, if issued separately, shall confirm that the effectiveness conditions agreed, if any, have been met.

	Forfeiture of Performance Security	4.1.2	Performance Security amount in full or in part may be forfeited by the Commissioner Industries and Commerce, GoR in any of the following cases:- (a) If the Bidder fails to commence the Services within the time period after signing of the agreement as specified by the Commissioner Industries and Commerce, GoR. (b) If any of the terms and conditions of the Contract is breached. (c) When the Bidder fails to execute the Contract satisfactorily. (d) If the Bidder breaches any provision of the Code of Integrity prescribed in the Act and Chapter VI of the Rules and Clause 3 from Conditions of Contract mentioned under Section V. Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Commissioner Industries and Commerce, GoR, in this regard shall be final.
4.2	Commencement of Services	4.2.1	The Bidder shall confirm availability of personnel and begin carrying out the Services not later than the 15 days from date of dispatch of Letter of Intent/Letter of Acceptance.
4.3	Expiry of Contract	4.3.1	The duration of the consultancy assignment shall be three (3) years and may be further extended on mutual agreement on same terms & conditions of this contract and availability of budget.

4.4	Award of Extension of the Project on mutually agreed terms and conditions	4.4.1	The period of completion of this Contract is 36 months but depending on the level of achievement and quality of performance adjudged by the Commissioner Industries and Commerce, GoR and for the sake of compatibility with the outputs of this Contract, the Bidder may be considered for further extension on mutual agreement on same terms & conditions of this contract and availability of budget.
4.5	Entire Agreement	4.5.1	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
4.6	Modifications or Variations	4.6.1	Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
		4.6.2	In cases of substantial modifications or variations, the prior written consent of the competent authority of the Government will be required.

5. Force Majeure

S.No.	Particulars	Clause	Description
5.1	Definition	5.1.1	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the bidder. Such events may include, but not limited to, acts of Department in its sovereign capacity, wars or revolutions, fires, floods, epidemics, pandemics,

			quarantine restrictions, and freight embargoes.
		5.1.2	Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
		5.1.3	Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
5.2	No Breach of Contract Due to Force Majeure	5.2.1	The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under this Contract in so far 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 this Contract.
5.3	Measures to be Taken	5.3.1	A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
		5.3.2	If a Force Majeure situation arises, the bidder shall notify within 14 working days to the Commissioner Industries and Commerce, GoR in writing of such condition and the cause thereof. Unless otherwise directed by bidder shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not perverted by Force Majeure event.

		5.3.3	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
		5.3.4	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the Client, shall either: i. Demobilize, in which case the Bidder shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or ii. Continue with the Services to the extent possible, in which case the Bidder shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
		5.3.5	In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Administrative Secretary, Industries department, GoR. Provisions of the Arbitration and Conciliation Act, 1996 (No. 26 of 1996) shall be applicable to the arbitration.

6. Termination

S.No.	Particulars	Clause	Description
6.1	By the Client	6.1.1	The Commissioner Industries and Commerce, GoR may terminate this Contract in case of the occurrence of any of the events specified in paragraphs mentioned below. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Bidder in case of the events referred to in (a) to (f).

			(a) If the Bidder fails to remedy a failure in the performance of its obligations under the Contract, as specified in the notice of termination, within thirty (30) Days of receipt of such notice of termination or with in such further period as the Client may have subsequently approved In Writing. (b) If the Bidder becomes or, if the Bidder consists of more than one entity, if any of its Members becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debtor take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary. (c) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings. (d) If the bidder fails to comply in totality with the activities mentioned in Scope of Work mentioned in the Bid document. (e) If the Bidder, in the judgment of the Commissioner Industries and Commerce, GoR has breached any provision of the Code of Integrity as given in CC Clause 3 or engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing this Contract. (f) If the Bidder submits to the Commissioner Industries and Commerce, GoR a false statement/ document which has a material effect on the rights, obligations or interests of the Commissioner Industries and Commerce, GoR, If the Bidder fails to confirm availability of personnel as required in CC Clause 4.2.1 [Commencement of Services].
--	--	--	--

Handwritten signature

		6.1.2	Termination by the Client due to failure of the Bidder to provide the required Services may lead to the forfeiture of the Performance Security as per CC Clause 4.1.2 [Forfeiture of Performance Security].
6.2	By the Bidder	6.2.1	The Bidder may terminate this Contract, by not less than thirty(30)days' written notice to the Commissioner Industries and Commerce, GoR, in case of the occurrence of any of the events specified as under: (a) If the Commissioner Industries and Commerce, GoR fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue. (b) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days. (c) If the Commissioner Industries and Commerce, GoR fails to comply with any final decision reached as a result of Dispute Resolution Mechanism or arbitration.
6.3	Cessation of Rights and Obligations	6.3.1	Upon termination of this Contract pursuant to CC Clause 6 hereof, or upon expiration of this Contract pursuant to Condition of Contract, Clauses 4.3 under Section V, all rights and obligations of the Parties hereunder shall cease, except: (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in CC Clause 7.6, (iii) any right which a Party may have under the Applicable Law.

6.4	Cessation of Services	6.4.1	Upon termination of this Contract by notice of either Party to the other pursuant to CC Clause 6.1 or 6.2, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidder and equipment and materials furnished by the Client, the Bidder shall proceed as provided, respectively, by CC Clause 7.12.
6.5	Payment upon Termination	6.5.1	Subject to the CC Clause 3.2.1 [Measures to be Taken on Breach of Code of Integrity], upon termination of this Contract, the Client shall make the following payments to the Bidder: (a) payment for Services satisfactorily performed prior to the effective date of termination; and (b) In the case of termination pursuant to CC Clause 6.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.
6.6	Disputes about Events of Termination	6.6.1	If either Party disputes whether an event has occurred, such Party may, within thirty (30) Days after receipt of notice of termination from the other Party, may take recourse to Arbitration, and in that case this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting award in accordance with the arbitration.

6.7	Extension in Completion Period and Liquidated Damages	6.7.1	If the Bidder considers at any time during the performance of the Contract that it is unable to meet the agreed dates and deadlines set forth for various deliverables due to occurrence of an event of Force Majeure or any other reasons, it may request in writing within Fourteen (14) days of the occurrence of cause of hindrance to the Commissioner Industries and Commerce, GoR to extend the completion period of the Contract giving detailed reasons and justifications. After considering the reasons and justifications, may extend the period set forth for completion of the contract with or without liquidated damages. The Commissioner Industries and Commerce, GoR except in case of an event of Force Majeure or reasons beyond the control of the Bidder shall be entitled to impose on the Bidder, Penalties for not completing the activities prescribed in Scope of Work of the bid document. The final decision on the amount would be taken at the level of Commissioner, Industries.
-----	---	-------	--

7. Obligations of the Bidder

S.No.	Particulars	Clause	Description
7.1	Standard of Performance	7.1.1	The Bidder shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, approved professionals, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Commissioner Industries and Commerce, GoR and shall at all times support and safeguard the Commissioner Industries and Commerce, GoR, legitimate interests in any dealings with Third Parties. No decision regarding design or incidental thereto of the bidder should cause any loss to the Client.

		7.1.2	The Bidder shall employ and provide such qualified and experienced personnel as are required to carry out the Services.
7.2	Conflict of Interests	7.2.1	The Bidder shall hold Commissioner Industries and Commerce, GoRinterest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
7.3	Bidder Not to Benefit from Commissions Discounts, etc.	7.3.1	The payment of the Bidder pursuant to CC Clause 10 shall constitute the Bidder's only payment in connection with this Contract and, the Bidder shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Bidder shall use its best efforts to ensure that the Personnel of either of them, similarly shall not receive any such additional payment.
		7.3.2	Furthermore, if the Bidder, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Bidder shall comply with the Procuring Entity's procurement rules and guidelines, and shall at all times exercise such responsibility in the best interest of the Commissioner Industries and Commerce, GoRAny discounts or commissions negotiated by the Bidder in the exercise of such procurement advisory responsibility shall be for the account of the Commissioner Industries and Commerce, GoR.
7.4	Bidder and Affiliates Not to be Otherwise Interested in Project not to engage incertain activities	7.4.1	The Bidder agrees that, during the term of this Contract and after its completion or termination, the Bidder and any entity affiliated with the Bidder, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Bidder's Services for the preparation or implementation of the project.

7.5	Prohibition of Conflicting Activities	7.5.1	The Bidder shall not engage, and shall cause its, Personnel and their Personnel not to engage, either directly or indirectly, in any business or activities that would conflict with the activities assigned to them under this Contract.
		7.5.2	The Bidder has an obligation and shall ensure that its personnel shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Commissioner Industries and Commerce, GoR, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract, in addition to any action which may be taken under the provisions of the Act and the Rules.
7.6	Confidentiality	7.6.1	In addition to the provisions of Section 49 of the Act and Rule 77 of the Rules, except with the prior written consent of the Commissioner Industries and Commerce, GoR, the Bidder and the Experts or Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
7.7	Liability of the Bidder	7.7.1	The Bidder's liability under this Contract shall be as per the Applicable Law.
7.8	Accounting, Inspection and Auditing	7.8.1	The Bidder shall keep, and shall make all reasonable efforts to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

		7.8.2	The Bidder's attention is drawn to the fact that acts of the Bidder intended to impede the exercise of the powers of inspection and audit by the Commissioner Industries and Commerce, GoR constitute a prohibited practice leading to Contract termination as well as to a determination of ineligibility for further contracts.
7.9	Reporting Obligations	7.9.1	The Bidder shall submit to the Client the reports and documents as per Scope of Work and desired by Commissioner Industries and Commerce, GoR. Final reports shall be delivered in soft copy in addition to the hard copies as per instruction of Commissioner Industries and Commerce, GoR.
7.10	Proprietary Rights of the Commissioner Industries and Commerce in Reports and Records	7.10.1	All reports and relevant data and information such as maps, drawings, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Bidder for the Commissioner Industries and Commerce, GoR the course of the Services shall be confidential and become and remain the absolute property of Commissioner Industries and Commerce, GoR. The Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Commissioner Industries and Commerce, GoR together with a detailed inventory thereof. The Bidder may retain a copy of such documents, data and/ or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Commissioner Industries and Commerce, GoR.
7.11	Office space and Office furniture Provided by the Commissioner Industries and	7.11.1	Office space and office furniture made available to the Bidder by the Commissioner Industries and Commerce, GoR Upon termination or expiration of this Contract, the Bidder shall make above mentioned office space and furniture available to the Commissioner Industries

7.12	Equipment and Materials by the Bidder	7.12.1	Equipment or materials to be brought by the Bidder, using their own funds, shall remain the property of the Bidder or the Personnel concerned, as applicable. The successful bidder shall have their own vehicle & driver for resources to travel for the purpose of the work assigned within Rajasthan, the Vehicle log book shall be verified by O.I.C Cluster of the Department. The bidder will arrange printer, photocopy, Wi-Fi, laptop or any equipment required for successful completion of project through their own funds.
-------------	--	---------------	--

8. Bidders' Personnel.

S.No.	Particulars	Clause	Description
8.1	Replacement of Project Team	8.1.1	Except as the Commissioner Industries and Commerce, GoR may otherwise agree in writing, no changes shall be made in the Project Management Unit.
		8.1.2	Notwithstanding the above, the substitution of Project Management Unit during Contract execution may be considered only based on the Bidder's written request and due to circumstances outside the reasonable control of the Bidder, including but not limited to death or medical incapacity, resignation, personal reasons. In such case, the Bidder shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
8.3	Removal of Bidder's expert	8.3.1	If the Commissioner Industries and Commerce, GoR finds that any of the Bidder's personnel has committed serious misconduct or has been charged with having committed a criminal action, or shall the Commissioner Industries and Commerce, GoR determine that Bidders have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Bidder shall, at the Commissioner Industries and Commerce, GoR's written request, provide a replacement within 15 days.

		8.3.2	In the event that any of personnel is found by the Commissioner Industries and Commerce, GoR to be incompetent or incapable in discharging assigned duties, the Commissioner Industries and Commerce, GoR specifying the grounds therefore, may request the Bidder to provide a replacement within 15 working days.
		8.3.3	Any replacement of the removed Bidders shall possess better qualifications and experience and shall be acceptable to the Commissioner Industries and Commerce, GoR
		8.3.4	The Bidder shall bear all costs arising out of or incidental to any removal and/ or replacement of such personnel.

9. Obligations of the Client (Commissioner Industries and Commerce)

S.No	Particulars	Clause	Description
9.1	Assistance and Exemptions	9.1.1	The Commissioner Industries and Commerce, GoR shall use its best efforts to:
		9.1.1.1	Assist the Bidder in obtaining work permits and such other documents as shall be necessary to enable the Bidder to perform the Services.
		9.1.1.2	Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
9.2	Access to Project Site	9.2.1	The Commissioner Industries and Commerce, GoR warrants that the Bidder shall have, free of charge, unimpeded access to project site in respect of which access is required for the performance of the Services.

9.3	Payment Obligation	9.3.1	In consideration of the Services performed by the Bidder under this Contract, the Commissioner Industries and Commerce, GoRshall make such payments to the Bidder, based on Milestone provided by Commissioner Industries and Commerce, GoR and the Bidder and in accordance to the contract in such manner as is provided in Clause 10 below.
------------	---------------------------	--------------	--

10. Payments to Bidder			
10.1	Payment	10.1.1	In consideration of the Services performed by the Bidder under this Contract as specified in RFP and contract, the Commissioner Industries and Commerce, GoRshall make to the Biddersuch payments and in such manner as is provided in the Contract. This amount has been established based on the understanding that it includes all of the Bidder's costs and profits as well as any obligation that may be imposed on the Bidder, except the applicable Taxes which shall be paid extra by Commissioner Industries and Commerce, GoRas per the applicable rates.
10.2	Schedule of Payments	10.2.1	The schedule of payments shall be asunder:-
S. No.	Deliverables	Payment (% of total)	
1.	Quarterly Payments for 3 years (milestone based)	90%	
2.	On successful completion of contract (i.e. 36 months from the commencement of project)	10%	
	Total:	100%	

Notes:

1. The payment as per the above schedule shall be made to the selected Bidder based on Milestone provided by Commissioner Industries and Commerce, GoR and on the availability of budget.
2. Completion of the Milestone set by Commissioner Industries and Commerce, GoR would be assessed/reviewed/approved within timeline of 30 days of submission of deliverables agreed under discussed milestone for that specific quarter.

10.4	Reimbursable	10.4.1	Any overhead charges viz. travelling, boarding and lodging related to regional/ national trips any other expenses required for the projects shall be borne by the Bidder.
10.5	Taxes and Duties	10.5.1	The Bidder is responsible for meeting all tax liabilities arising out of the Contract except GST as and when applicable by Government which shall be paid extra by the Commissioner Industries and Commerce, GoR.
10.6	Currency of Payment	10.6.1	All payment under this Contract shall be made in Indian Rupees.
10.9	Mode of Billing and Payment	10.9.1	The total payments under this Contract shall not exceed the Contract Price set forth in CC Clause 10.1 and the payments under this Contract shall be made as stated in this contract against the quarterly progress report submitted.

		10.9.2	The Commissioner Industries and Commerce, GoR shall pay the Bidder within sixty (60) days after the receipt by the Commissioner Industries and Commerce, GoR of the deliverable(s) and the cover invoice for the related Quarterly Milestone based deliverables set by Commissioner Industries and Commerce, GoR at the start of each quarter. The payment can be withheld if the Commissioner Industries and Commerce, GoR does not approve the submitted deliverable(s) as satisfactory in which case the Commissioner Industries and Commerce, GoR shall provide comments to the Bidder within the same sixty (60) days period. The Bidder shall thereupon promptly make any necessary corrections.
		10.9.3	<i>Payment after Completion of contract (i.e. 36 months from the commencement of contract):</i> The payment under this Clause shall be made only after submission of the final deliverables (in soft copy and hard copy) mentioned under Scope of Work and the work assigned in addition basis of mutual agreement between both parties, if any, by the Bidder and and deemed satisfactory by the Commissioner Industries and Commerce, GoR. The Services shall then be deemed completed and finally accepted by the Commissioner Industries and Commerce, GoR. The payment shall be deemed approved for payment by the Commissioner Industries and Commerce, GoR within sixty (60) days or availability of budget after receipt of the final deliverables agreed under scope of work and the work assigned in addition basis of mutual agreement between both parties, if any.
		10.9.4	All payments under this Contract shall be made to the bank account as intimated by the Bidder.

		10.9.5	With the exception of the final payment, payments do not constitute acceptance of the Services nor relieve the Bidder of any obligations hereunder.
11	Good Faith	11.1.1	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

2

Section VI: Contract Forms

6.1 Contract Agreement

(To be executed on Non-Judicial Stamp Paper of applicable value paid in Rajasthan)

**Contract for "Hiring Consultancy Firm for Establishment of the Project
Management Unit for Industries Department, Government of Rajasthan"**

Between

**The Commissioner Industries and Commerce, GoR
Udyog Bhawan, Tilak Marg,
Jaipur-302 005, Rajasthan,
Phone: 91-141-2227729, 2227731/32/33/34**

and

[Name of the the Consultancy Firm]

Dated:



CONTRACT AGREEMENT

This CONTRACT (hereinafter called the "Contract") is made the [day number] day of the month of [month], [year], between, on the one hand, The Commissioner Industries and Commerce, GoR Udyog Bhawan, Tilak Marg, Jaipur-302 005, Rajasthan (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

WHEREAS:

(a) The Client has requested the Consultant to Establish the Project Management Unit for Industries Department as defined and described in this Contract (herein after called the "Services")

(b) The Consultant, having presented to the Client that it has the qualified professional skills, expertise and technical resources, has agreed to provide the Services on terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The Technical and Financial Proposals (Bids) submitted by the Consultant

(b) The Statement of Outcomes of Negotiations

(c) The Conditions of Contract

(d) Scope of Work

(e) Letter of Acceptance issued by Commissioner Industries and Commerce, GoR dated.....



2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

(a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

(c) The work shall commence on and be completed within a period of 36 months.

(d) The successful bidder has deposited a sum of Rs. _____/- (Rupees _____) in the form of _____ ref no. _____ dated _____ of _____ Bank and valid up to _____ as security deposit for the due performance of the contract.

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

FOR AND ON BEHALF OF (THE CONSULTANT)

Name:

Designation:

Signature:

Witness 1: Name, Designation & Signature

Witness 2: Name, Designation & Signature



FOR AND ON BEHALF OF COMMISSIONER INDUSTRIES AND COMMERCE, GOR

Name:

Designation:

Signature:

Witness 1: Name, Designation, Signature

Witness 2: Name, Designation, Signature



6.2 Format of Bank Guarantee for Performance Security

(To be issued by a Scheduled Bank in India and properly stamped)

Bank's Name and Address of Issuing Branch

Beneficiary:

The Commissioner Industries and Commerce, GoR
Udyog Bhawan, Tilak Marg,
Jaipur-302 005, Rajasthan,
Phone: 91-141-2227729, 2227731/32/33/34

THIS DEED OF GUARANTEE executed on this the _____ day of _____ at _____ by _____

Name of the Bank) having its Head/ Registered office at _____ hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favor of, The Commissioner Industries and Commerce, GoR having its office at Udyog Bhawan, Tilak Marg, Jaipur-302005, hereinafter referred to as "C.I., GoR", which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS,

A. By the Agreement being entered into between C.I., GoR and _____, a company incorporated under the provisions of the Companies Act, 2013, having its registered office/ permanent address at _____ hereinafter called the "Consultant". The Consultant has been "HIRING CONSULTANCY FIRM FOR ESTABLISHMENT OF THE PROJECT MANAGEMENT UNIT FOR INDUSTRIES DEPARTMENT" (herein referred to as "the Assignment").



B. In terms of the Contract, the Consultant is required to furnish to C.I., GoR, an unconditional and irrevocable Bank Guarantee for an amount of Rs. _____/- (Rupees _____ Only) as security for due and punctual performance/discharge of its obligations under the Agreement.

At the request of the Consultant, the Guarantor has agreed to provide guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Consultant of its obligations under the Agreement.

NOW THEREFORE THIS DEED WITNESS AS FOLLOWS:

1. The Guarantor hereby irrevocably guarantees the due and punctual performance by the Consultant of all its obligations relating to the Assignment during the Agreement Period.
2. The Guarantor shall, without demur, pay to C.I., GoR sums not exceeding in aggregate Rs. _____/- (Rupees _____ Only), within five (5) calendar days of receipt of a written demand therefore from C.I., GoR stating that the Consultant has failed to meet its performance obligations under the Agreement.

The Guarantor shall not go into the veracity of any breach or failure on the part of the Consultant or validity of demand so made by C.I., GoR and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Consultant or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

3. In order to give effect to this Guarantee, C.I., GoR shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to the Consultant or postponement/ non-exercise/ delayed exercise of any of its rights by C.I., GoR or any indulgence shown by C.I., GoR to the Second Party and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non - exercise, delayed exercise of any of its

rights by C.I., GoR or any indulgence shown by C.I., GoR provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

4. This Guarantee shall be irrevocable and shall remain in full force and effect until 60 days after fulfilment of all the obligations of the Consultant under the Agreement, unless discharged/ released earlier by C.I., GoR in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be to a sum of Rs. _____/- (Rupees _____ Only).

5. This Guarantee shall not be affected by any change in the constitution or winding up of the Consultant/ the Guarantor or any absorption, merger or amalgamation of the Consultant / the Guarantor with any other Person.

6. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO

ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by

_____ Bank and Branch

by the hand of Shri _____

its _____ and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)



Annexure

Annexure-1

Standard Reporting Format

(To be submitted with every quarter with the invoice)

The task mentioned as completed should be verified by the Concerned designated officer
in Industry Department

Activity Name	Work Description as per Scope of Work	Timeline as per Commissioner Industries and Commerce, GoR directions	Date of Submission	Detail of document submitted	Submitted to (Office and Officer Name & Designation)	Verified (Signature and seal of the concerned officer/official)



Annexure- 2

Declaration by the Bidder in compliance of Section 7 & 11 of the Act

Declaration by the Bidder

In relation to our Proposal submitted to The Commissioner Industries and Commerce, GoR, Udyog Bhawan, Tilak Marg, Jaipur-302005, Rajasthan for procurement of consulting services to Establishment of Project Management Unit for Industries Department in response to their Request for Proposal No..... Dated We hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Commissioner Industries and Commerce, GoR;
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;
6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.



Date:

Signature of Bidder

Place:

Name:

Designation:

Address:



Annexure - 3

POWER OF ATTORNEY

(On Stamp paper of appropriate value)

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr./ Ms..... (name and residential address) 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 RFP for Establishment of the Project Management Unit for Industries Department, Government of Rajasthan including signing and submission of all documents and providing information/responses to C.I., GoR in all matters in connection with our Applicant for the said Assignment.

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 and shall always be deemed to have been done by us.

Dated this the Day of Accepted

For Name & Signature

(Name and designation of the person(s) signing on behalf of the Applicant)



Annexure - 4

Format for Pre-bid queries

Name of the Bidder:

Address:

Telephone Nos.:

Fax No:

Mobile No:

Email ID:

S. No.	Section No. – Clause No. – Paragraph/Bullet No.	Corresponding page no in the RFP Document	Particulars of the query / clarification	Remarks of C.I., GoR

Authorized Signatory

Designation

The queries have to be uploaded latest by the date as prescribed in the schedule of the RFP.
The bidder should send the queries through official e-mail IDs only.

Annexure - 5

Form of Bid-Securing Declaration

Date:

Bid No:

Alternative no.:

To:

Commissioner, Industries & Special Secretary, CSR,
Udyog Bhawan, Tilak Marg,
Jaipur 302 005, Rajasthan, India

We, the undersigned, declare that:

We understand that, according to your conditions, bid must be supported by Bid-securing declaration.

We accept that we are required to pay the bid security amount specified in Data sheet of this Bid in the Following cases, namely:-

- (a) when we withdraw or modify our bids;
- (b) when we do not execute the agreement, if any, after placement of supply/ work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if:

- (i). we are not the successful Bidder;



- (ii). the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii). Thirty days after the expiration of our Bid.
- (iv). the cancellation of the procurement process; or
- (v). the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted

Signed: _____

Name: _____

In the capacity of: _____

Duly authorized to sign the bid for and on behalf of:

Dated on _____ day of _____

Corporate seal _____



Annexure - 6

FORM No. 1
[See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

1.

2.

3.

3. Number and date of the order appealed against and name and designation of the officer / authority that passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address

of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....
.....

(Supported by an affidavit)



7. Prayer:

.....
.....

Place

Date

Appellant's Signature



Annexure - 7

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- a. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c. not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- d. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- f. not obstruct any investigation or audit of a procurement process;
- g. disclose conflict of interest, if any; and
- h. Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of interest

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a. have controlling partners/ shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or



- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. The Bidder participates in more than one Bid in a bidding process.

Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.



Annexure - 8

Grievance Redressal during Procurement Process

- The designation and address of the **First Appellate Authority**—Additional Chief Secretary/Principal Secretary/ Secretary Industries, Department of Industries and Micro Small & Medium Enterprise (MSME), Government of Rajasthan, Jaipur, Rajasthan.
 - The designation and address of the **Second Appellate Authority**—Principal secretary/Secretary/Department of Finance (Budget), Government of Rajasthan, Jaipur, Rajasthan.
- (1) Filing an appeal: If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved: Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings: Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be tiled only by a Bidder whose Technical Bid is found to be acceptable.
- (2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- (4) Appeal not to lie in certain cases No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) Determination of need of procurement;



- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.