

2019

**Request for Proposal (RFP)
for Selection of a Knowledge
Partner for providing
Consultancy Services for
'Global Investors Meet
2019'**

Guidance Bureau

Industries Department - Govt. of Tamil Nadu)
19-A, Rukmani Lakshmi pathy Salai, Egmore,
Chennai - 600 008. INDIA



Section 1: Tender Notice	4
Section 2: Scope of Work	6
Section 3: Qualifying Criteria	11
Section 4: Instructions to Consultants	12
Section 5: Technical Proposal- Standard Forms	42
Section 6: Financial Bid- Standard Forms	49
Section 7: Standard Forms of Contract./Bank Guarantee	

Definitions:

- a) “Applicant / Consultant” means a reputed national/international Company/ Firm having the requisite experience that has downloaded the RFP document from the website of Guidance Bureau and applied for the same. The Consultant who succeeds in this RFP process shall also be referred to as “Knowledge Partner”.
- b) “Bid Submission Date” means the prescribed last date for submission of the Proposal (including the Technical Proposal and Financial Bid) as provided in the Schedule for Submission of RFP
- c) “Client” means Guidance Bureau.
- d) “Guidance Bureau” means Tamil Nadu Industrial Guidance & Export Promotion Bureau.
- e) “Project” means the assignment for providing consultancy support to Guidance Bureau for conducting Global Investors Meet 2019 as described in the Scope of Work provided in this RFP Section 2 of this RFP.
- f) “RFP” means Request for Proposal.

Section (1) - Tender Notice:

Tamil Nadu is one of leading industrialized states of India. Tamil Nadu has emerged as one of the preferred destination for investors owing to ideal business climate & healthy socioeconomic reforms. The state intends to continue its leadership position in Industry and investment and in this context the State plans to organize a Global Investors Meet (GIM) during January 2019. Government of Tamil Nadu, through Guidance Bureau, proposes to engage the services of a professional firm for providing Knowledge Partner services for the Tamil Nadu GIM 2019.

Sealed Proposals are hereby invited from reputed and experienced agencies to serve as knowledge partner for Tamil Nadu Global Investors Meet 2019 as per the terms and conditions provided in this RFP.

(A) Schedule for Submission of the RFP:

EVENT	DATE
Availability of RFP document at Websites: www.investingtamilnadu.com , http://www.tenders.tn.gov.in	01.03.2018 02.03.2018
Pre bid Conference: in the Conference Hall of Guidance Bureau@ 3 PM	12.03.2018
Last date for issue of addendum to RFP document	17.03.2018
Last date and time for submission of completed proposal document ("Bid Submission Date") on or before 5.00 pm:	19.03.2018
Technical Bid opening.@ 5.30 PM	19.03.2018
Technical presentation and opening of Financial bid:	Will be instructed to Bidders in due course.

(B) Address for communication:

All communications related to this RFP including the submission of the Proposal shall be addressed to:

Executive Vice Chairperson,

Tamil Nadu Industrial Guidance and Export Promotion
Bureau, 19-A, Rukmani Lakshmi pathy Salai, Egmore, Chennai
600 008

Phone: (0091)-44-2855 3118, 2855 3866, 2855 3867

Telefax: (0091)-44-2858 8364

e-mail: tnguidancebureau@gmail.com

Section 2 - Scope of Work:

(A) Scope of Work:

During the Global Investors Meet 2019, services of the Successful Consultant/ Knowledge Partner will be engaged for the following areas of work:

I) Pre event support:

- a. Formulate and execute the Strategy and Plan for attracting the investments to Tamil Nadu in 2019 by identifying core target sectors and target countries.
- b. Assistance in the preparation of marketing collaterals such as sector profiles, districts profiles and state presentation.
- c. Provide a database of target companies from India and abroad and design a contact program to reach out to them and also the knowledge Partner should endeavour to bring International clients to GIM 2019.
- d. Develop and prepare knowledge content / material for various elements of the event such as brochures, pamphlets, delegate kits, course materials, presentations used at various stages of the event execution such as road shows, promotional activity, etc.,
- e. Preparing Country-specific/Sector-Specific Presentations to be used during National and International Road Shows.
- f. Re-design and update information in the existing Website -www.investingintamilnadu.com or the new Website for GIM 2019 -with latest information, Policy details and Photos/Videos.
- g. Identify investors and schedule one-on-one meetings with CM/ Government authorities before and during the road shows/seminars/event .
- h. To prepare a shelf of sector wise project profiles for prospective investors in addition to the Projects in TN

Vision 2023 and also to display the same during the event.

- i. To collect and publish important statistics about the resources and potential of the state in all important sectors taking into account the investment potential in different sectors.
- j. To participate in road shows/seminars and make Presentation on behalf of the Government and also to invite the knowledge Partner's client companies to this event. The knowledge Partner should also arrive speakers and resources persons to Road Shows and Seminars.
- k. To prepare Investor's Guide with interactive CD/DVD for the state based on potential available in the state.
- l. To propose the name of speakers, dignitaries, VIPs for the proposed event and coordinate with the chosen speakers, dignitaries, VIPs in order to invite them and inform them of the event and other details.
- m. To prepare draft speeches for Hon'ble Chief Minister, Hon'ble Ministers, VIPs and Officers.
- n. To develop minute-to-minute event chart for the said event in consultation with the concerned authority.
- o. To develop and structure of seminar, technical sessions and business discussions for the event.
- p. To prepare various letters for invitees, prospective investors.
- q. To prepare guests list for inaugural and valedictory functions and get their confirmation and related activity.
- r. The Knowledge Partner should provide Man Power Support in the following manner.
 - (i) 10 Members support Team in India out of which four Senior Persons should have at least 5 year experience in having carried Investors Promotion Activities in India.
 - (ii) Out of this 10 Members, the Core Team of 3 Members should be placed in the GIM

Secretariat out of which at least 2 should have more than 5 years experience.

- s. Coordinate with various Foreign Consulates, High Commissions, and Embassies.
- t. To liaison with Investors who have expressed interest to participate in GIM 2019 and to facilitate their participation, facilitation and signing of MoU.
- u. To perform any other information or coordination related issue with regard to GIM 2019 as per the instructions of the Guidance Bureau.

II) During Event Support:

- a. Coordinate the signing of MoUs between various investors and State departments during the course of the event.
- b. Coordinate and organize One-to-One meetings for Hon'ble CM and Industry minister with potential investors during the event .

Provide an information desk for the Investors

III) Post event support:

- a) Preparation of Event Report, a summary report on the preparation and build up to the event, the various activities of the event and the accomplishment of the event
- b) Prepare letters of gratitude to different participants on behalf of GoTN

B. Deliverables:

Activity	Indicative timeline (from the start of the Project)
Overall strategy and implementation plan for GIM	15 days from Start of project (SoP)
Report on State Profile and Report on District and Sector profiles	1 month from SoP
Investor Contact Plan and Strategies for Road shows	2 months from SoP
Shelf of Projects	3 months from SoP
During Events Requirement Report	4 months before the event
Event Report	15 days after the event

C. Project Period:

The project is for a period of 9 months. The above dates are subject to change depending on the actual date of GIM. Govt of Tamil Nadu and Guidance Bureau reserves the right to change or modify the above dates.

D. Terms of Payment:

- i) The consultant is required to quote their fees for the total duration of project and the payment flow would be as follows:

Stages of payment	% of total fees quoted
Mobilization fees at the time of signing the contract	0%
Equal Monthly Retainer Payments	70%
One Month after completion of GIM	30%
Total	100%

- ii) During the period of the contract the consultant will be required to submit a Monthly Progress Report for the payment of consultancy fee every month.
- iii) In the event of postponement of GIM 2019, the monthly retainership payment will be proportionately increased.

Section 3 - Qualifying Criteria:

Minimum Qualification Requirements for the Knowledge Partner are as follows:

1. Financial Strength:

Average annual Turnover of Rs.100 Crores in the last 3 years. Audited Balance sheet and Income statements should be submitted for the last three financial years preceding the Bid Submission Date.

2. Minimum Experience:

- a. Should have been working in the consultancy assignments in India for a minimum of 5 years.
 - b. Should have experience of working in the consultancy assignments at central/state level in India and working with projects with Central/State Governments/PSUs – minimum 5 projects in India of duration 6 months or higher
 - c. Should have prior experience in managing major Investment promotion related activities and have executed a minimum two complete life cycles of major investment promotion related activities in India for State Government clients as paid projects.
 - d. Should have demonstrable understanding and experience of performance indices relevant for Doing Business scenario at country/state level
3. Global presence – Should have minimum 10 offices outside India covering at least two each in Europe, North America and East Asia.
4. Minimum Employee strength (consulting staff only, and excluding audit/ tax or other, non-consulting divisions) in India – 100
5. Consortia/Tie Ups/JV share is permitted with the lead member qualifying for a minimum of 50% of the qualification prescribed above.

Section 4-Instructions to Consultants:

(A) General Terms of Bid Submission:

- 1) The offers should be made strictly as per the formats enclosed.
- 2) The Consultant should bear all the costs associated with the preparation and submission of his bid and Guidance Bureau will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 3) The bid should be signed by the Consultant or any person duly authorized to bind the Consultant to the contract. The signatory should give a declaration and through authenticated documentary evidence establish that the person is empowered to sign the tender documents and bind the Consultant.
- 4) The offers submitted should preferably not bear any corrections, alterations, over writings and additions. In such cases, the person/s signing the bid should authenticate such corrections.
- 5) The Consultant is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the RFP or submission of a bid not substantially responsive to the RFP in every respect will be at the Consultant's risk and may result in rejection of the bid.
- 6) Offers with insufficient information and Offers which do not strictly comply with the stipulations given above, are liable for rejection.

- 7) Any or all the offers may be accepted or rejected, in full or in part, without assigning any reason whatsoever.
- 8) Guidance Bureau may, at its discretion, abandon the process of the selection associated with this Request for Proposal (RFP) any time before notification of award.
- 9) The Consultant must use the entire information furnished in the Request for Proposal (RFP) including scope and other terms and conditions, while submitting the response. All responses should be in English language. All responses by the Consultants to this Request for Proposal (RFP) document shall be binding on such Consultants for a period of 180 days from the date of opening the Technical Proposal. Responses must clearly state the length of the bid and its explicit expiration date.
- 10) All responses including Technical Proposals and Financial Bids would be deemed to be irrevocable offers / bids from the Consultants and may, if accepted by Guidance Bureau, form part of the final contract between Bureau and Consultant.
- 11) Consultants are advised to attach a letter from an authorized signatory attesting the veracity of the information provided in the response.
- 12) Any technical or Financial Bid submitted cannot be withdrawn / modified after the closing date and time for submission of the bid offers. However, the Consultant may modify or withdraw its offer after submission provided that, Guidance Bureau, prior to the closing date and time receives a written notice of modification or withdrawal.

- 13) Guidance Bureau concludes that everything as mentioned in the Request For Proposal (RFP) documents circulated to the Consultants and responded by the Consultants have been quoted for by the Consultants and there shall be no extra cost associated with the same other than the cost quoted by the Consultant.
- 14) In the event Guidance Bureau has not asked for the quotes for alternative prices and the consultant furnishes the alternative quotes in the consultant's financial bids, then the consultant's bid stands invalid and will be disqualified from the process. Consultants are advised to make only one firm and final offer in the financial proposal.
- 15) Guidance Bureau reserves the right to accept or reject any and all bids, to revise the RFP, to request one or more re-submissions or clarifications from one or more Applicants, or to cancel the process in part or whole. No Applicant is obligated to respond to or to continue to respond to the RFP. Additionally, Guidance Bureau reserves the right to alter the specifications, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP and subsequent presentations and contract negotiation processes.
- 16) Bureau may revise any part of the RFP, by providing a written addendum on Guidance Bureau's website till 48 hours before the last timeline for submission of the bids.
- 17) Responses submitted by an Applicant to this RFP represent a firm offer to contract on the terms and conditions described in the Applicant's response.

The bid must be signed by an official authorized to commit the Applicant to the terms and conditions of the bid. Applicant must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official.

- 18) The Applicants submitting the responses should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the Applicants, such bids may be disqualified and may not be considered for the selection process.
- 19) The RFP and all supporting documentation/templates are the sole property of Guidance Bureau and shall NOT be redistributed without the prior written consent of Guidance Bureau. Violation of this would be a breach of trust and may, inter-alia cause the Applicant to be irrevocably disqualified. The aforementioned material must be returned to Guidance Bureau when submitting the Applicant proposal, or upon request. In case the Applicant is not interested in responding to the RFP, the RFP documents and any annexure must be returned to Guidance Bureau immediately.
- 20) The bid and all supporting documentation submitted by the Applicant shall become the property of Guidance Bureau.
- 21) By submitting a signed bid, the Applicant certifies that:
 - a) The Applicant has arrived at the prices in its bid without agreement with any other

Applicant of this RFP for the purpose of restricting competition.

- b) The prices in the bid have not been disclosed and shall not be disclosed to any other Applicant of this RFP.
 - c) No attempt by the Applicant to induce any other Applicant to submit or not to submit a bid for restricting competition has occurred.
- 22) Each Applicant must indicate whether or not they have any actual or potential conflict of interest related to contracting services with Guidance Bureau. In case such conflicts of interest do arise, the Applicant must indicate the manner in which such conflicts can be resolved
- 23) Guidance Bureau is not responsible for any assumptions or judgments made by the Applicants for arriving at any type of sizing or costing. Guidance Bureau at all times will benchmark the performance of the Applicant to the RFP documents circulated to the Applicants and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Applicant must make good the same at no extra costs to Guidance Bureau, in order to achieve the desired service levels as well as meeting the requirements of these documents. Guidance Bureau shall not be responsible for any assumptions made by the Applicant.
- 24) The Applicant represents and acknowledges to Guidance Bureau that it possesses necessary experience, expertise and ability to undertake and

fulfil its obligations, under all phases involved in the performance of the provisions of this RFP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Applicant at no additional cost to Guidance Bureau. The Applicant also acknowledges that Guidance Bureau relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Applicant of responsibility for the performance of all provisions and terms and conditions of this RFP, Guidance Bureau expects the Applicant to fulfil all the terms and conditions of this RFP.

- 25) Guidance Bureau shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. Guidance Bureau reserves the right to make any changes in the terms and conditions of this RFP. Guidance Bureau will not be obliged to meet and have discussions with any Applicant, and / or to listen to any representations.
- 26) Guidance Bureau reserves the right to alter the requirements specified in the RFP. Guidance Bureau also reserves the right to delete one or more items from the list of items specified in the RFP. Guidance Bureau will publish on its website about changes, if any to the RFP.

- 27) The Applicant is responsible for managing the activities of its personnel and will be accountable for both its own activities and those of its personnel. The Applicant shall be vicariously liable for any acts, deeds or things done by their employees which is outside the scope of power vested or instructions issued by Guidance Bureau. Applicant shall be the principal employer of the employees engaged by Applicant and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this RFP. No right of any employment shall accrue or arise, by virtue of engagement of employees by the Applicant, for any assignment under the purchase contract to be issued for this tender. All remuneration, claims, wages, dues etc. of such employees of Applicant shall be paid by Applicant alone and Guidance Bureau shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Applicant's employee. The Applicant shall hold Guidance Bureau, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to Guidance Bureau through the action of its employees, agents, contractors, subcontractors etc. However, the Applicant would be given an opportunity to be heard by Guidance Bureau prior to making of a decision in respect of such loss or damage.
- 28) Guidance Bureau shall inform the Applicant of all breaches and claims of indemnification and shall grant the Applicant sole authority to defend,

manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the Applicant). The written demand by Guidance Bureau as to the loss / damages mentioned above shall be final, conclusive and binding on the Applicant and Applicant shall be liable to pay on demand the actual amount of such loss / damages caused to Guidance Bureau

(B) Two stage bidding process:

For the purpose of selection of the successful Consultant, a two-stage bidding process will be followed under the Quality and Cost Based Selection System.

- 1) The response to the present RFP is to be submitted in two parts, i.e. the Technical Proposal and the Financial Bid in separate sealed covers. The Consultants will have to submit the 'Technical Proposal' separately from the 'Financial Bid'.
- 2) The Consultant has to submit their response in hardcopy for Technical and Financial Proposal duly signed by the authorized signatory.

(C) Submission:

- 3) The Proposal (Technical Proposal and Financial Bid) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposal.
- 4) The consultant shall submit one copy of Technical Proposal and Financial Bid.
- 5) The Technical Proposal with Earnest Money Deposit shall be placed in a sealed envelope clearly marked "Technical

Proposal- Selection of a Consultant for providing Consultancy Services for conducting Global Investors meet 2019” and Financial Bid shall be placed in another sealed envelope clearly marked “Financial Bid- Selection of a Consultant for providing Consultancy Services for conducting Global Investors meet 2019”.

- 6) Both the covers shall be placed in a sealed outer envelope.

Proposal Submissions:

Please write on the cover envelope as below:

Outer Envelope	Technical Proposal + Financial Bid
Technical Proposal	Earnest Money Deposit + Technical Proposal
Financial Bid	Financial Bid (Separately sealed envelope)

(D) Preparation of Proposals:

(1) Instructions related to Technical Proposal

The Technical Proposal should furnish the following Information:-

- a) Brief profile of the organization/firm
- b) Relevant experience of providing similar Investment Facilitation support including:
 - i) Expertise and experience in easing investment promotion & facilitation, investment climate advisory, and private sector development for the Country/State/Region/sector;
 - ii) On field experience in project management and supporting effective and efficient investor hand holding;

- iii) Should have experience of preparing policy action plan, benchmarking, and facilitating ease of doing business
 - iv) It is expected that consultants would integrate their team deployment plan along with the overall approach and work plan and propose suitable number of resources required to successfully deliver the project over a period defined in the RFP.
- c) Brief CVs of the Key Personnel who will be engaged for this study: Each Consultant is required to provide CVs of proposed team. The key personnel whose CVs are provided will continue to be engaged and available for the project. Substitution, will, however be permitted with prior written approval of Guidance Bureau if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of Guidance Bureau.
- d) Approach note towards the execution of the project and team deployment plan.
- e) The suitability of organization/consultant for undertaking the job will be decided on the basis of overall capacity of the organization and relevant experience in similar field and capabilities and experience of professionals selected for taking up the task
- f) The following conditions would be applicable with respect to the Key Personnel indicated by the Consultant.

- i) The Consultant should provide the details of the Key Personnel as prescribed in this RFP. It is mandatory that the Key Personnel proposed be permanent employees of the firm.
 - ii) The composition of the proposed team and Task Assignment to individual personnel shall be clearly stated.
 - iii) No alternative proposal to any key personnel shall be made and only one CV for each position shall be furnished.
 - iv) Each CV needs to have been recently signed by the Key Personnel or signed by the authorized official of the Firm.
 - v) The personnel proposed should possess good working knowledge of English Language.
 - vi) No Consultant shall submit more than one bid for the Project.
- g) Failure to comply with the prescribed requirements for evaluation of the proposals shall make the proposal liable to be rejected and the evaluation of Financial Bid shall not be undertaken.
- h) The Technical Proposal must not include any information related to the Financial Bid.
- i) Proposals submitted by the applicants must be properly signed as detailed below:
- i) By the partner holding the Power of Attorney in case of a firm in partnership (A Certified copy of the Power of Attorney shall accompany the Proposal);

- ii) By a duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney and the board resolution shall accompany the proposal);
- j) The Technical Proposal should provide the following information using the attached Standard Forms (Section 5):
 - i) Standard technical proposal submission form (FORM 5A).
 - ii) General information format (FORM 5B)
 - iii) Summary of case examples provided in support of Firm Experience in the format provided (FORM 5C).
 - iv) The list of Key Personnel by specialization and the tasks that would be assigned to each Key Personnel as per the format for Curriculum Vitae (CV) provided (FORM 5D). The formats provided shall be signed by the proposed Key Personnel or by an authorized official of the Firm. Each page of the CVs provided shall be signed.
 - v) A description of the detailed approach and methodology and work plan for performing the Project (FORM 5E).
 - vi) A brief profile of the Consultant (FORM 5F)
- k) The Technical Proposal should NOT contain any pricing or commercial information at all. Any bids

violating this will be summarily rejected and the bids shall be disqualified from further evaluation.

(2) Instructions related to Financial Bid:

In preparing the financial proposal, Consultants are expected to take into account the following:

- (i) The Financial Bid shall contain the financial quote covering the total fees / cost for the entire project including GST Service Tax/any other tax if applicable. The Financial Bid shall be for an overall amount for the entire project duration.
- ii) The amount quoted should include all costs such as professional fees, consultancy fees, travel expenses, lodging, boarding, administrative charges and all taxes/duties etc. Guidance Bureau will not reimburse any other expenses other than what is quoted in the Financial Bid.
- iii) The Financial Bid shall be only in Indian Rupees.
- iv) The total amount indicated in the financial proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Bid, it shall be considered non-responsive and liable to be rejected.
- v) The proposal should be submitted as per the standard Financial Bid submission form (Form 6A).
- vi) Consultants must do their due diligence about the tax implications and the Client will not be liable for any tax incident other than the applicable service tax.

The proposals must remain valid for a period as specified in this RFP. During this period, the consultant is expected to keep available the professional staff proposed for the Project. The

Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, it may ask the consultants to extend the validity of their proposals for a stated period. Consultants, who do not agree, have the right not to extend the validity of their proposals

(E) Submission Address:

The Executive Vice Chairperson,
Tamil Nadu Industrial Guidance and Export Promotion Bureau,
19-A, Rukmani Lakshmi pathy Salai, Egmore, Chennai 600 008
Phone: (0091)-44-2855 3118, 2855 3866, 2855 3867
Telefax: (0091)-44-2858 8364
e-mail: tnguidancebureau@gmail.com

- 1) The information on the outer envelope should also include: Proposal for Selection of a Consultant for providing Consultancy Services for conducting Global Investors Meet 2019.
- 2) The completed Technical and Financial Proposal must be delivered at the submission address on or before the Bid Submission Date and time. Any proposal received after the closing time for submission of proposals shall be returned unopened.
- 3) After the deadline for submission of proposals the Technical Proposal shall be opened by the Evaluation Committee to carry out the technical evaluation.
- 4) The 'Financial Bid' will contain the pricing information alone.

(F) Right to accept/reject any applications:

Guidance Bureau reserves the right to accept or reject any or all Applications and to annul the qualification process at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

(G) Amendment of RFP document:

- i) At any time, 48 hours prior to the deadline for submission of Applications, Guidance Bureau either on its own or on request of the Applicant

may amend the RFP documents by issuing addendum or addenda including those issued after the pre bid conference. These addenda shall be posted at the website of Guidance Bureau and shall be treated as a part of the RFP Documents.

- ii) Guidance Bureau may, at its discretion, extend the deadline for the submission of Applications.

(H) Conflict of Interest:

The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the client

(I) Earnest Money Deposit:

- i) An Earnest Money Deposit (EMD) in the form of a Demand Draft, from a scheduled Indian Bank in favour of “Tamil Nadu Industrial Guidance and Export Promotion Guidance Bureau”, payable at Chennai, for the sum of Rupees One Lakhs only (Rs. 1,00,000 only) will be required to be submitted by each Applicant along with the technical proposal.
- ii) Bids received without the specified Earnest Money Deposit shall be summarily rejected.
- iii) Earnest Money Deposits of unsuccessful applicants shall be returned, without any interest, within three months after signing the contract with successful applicant or when the selection process is cancelled by the Client.
- iv) For the successful applicant the Earnest Money Deposit will be retained by the Client till the

satisfactory achievement of all milestones prescribed in the RFP and submission of the final report complete in all respects.

(J) Withdrawal of Proposals:

No modification or substitution of the submitted Proposal shall be allowed. A Consultant may withdraw its Proposal after submission, provided that the written notice of the withdrawal is received by Guidance Bureau before the due date of submission of Proposals. The withdrawal notice shall be prepared in original only and each page of the notice shall be signed and stamped by the Authorised Signatories. The copy of the notice shall be duly marked "WITHDRAWAL". No withdrawal will be permitted if the withdrawal request was received by Guidance Bureau after the last date of submission of proposal.

(K) Evaluation of Proposal- General:

- i) The proposal shall be first evaluated on the basis of its response to the information, documents sought in this RFP document. In case of any material deficiencies in providing the information/ documents in technical proposal and in case any assumption or condition is indicated in the financial bid, it shall be considered non- responsive and liable to be rejected.
- ii) After the submission of proposal till the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the proposal submission address mentioned

above. Any effort by the firm to influence the Client during the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

- iii) Evaluators of Technical Proposals shall have no access to the Financial Proposals until technical evaluation, is concluded.

(L) Evaluation of Technical Proposals:

- i) The Evaluation Committee appointed by the Guidance Bureau will carry out the evaluation of proposals on the basis of their responsiveness to the RFP, Terms of Reference, applying the following evaluation criteria and point system. Each responsive proposal will be given a technical score (St).
- ii) Technical Proposals will be evaluated first in terms of responsiveness to the RFP. Technical Proposals without the prescribed Earnest Money Deposit, unsigned and incomplete (i.e. when the required information has not been submitted in the prescribed format), not responding to the Terms of Reference fully and properly and those not meeting the eligibility criteria prescribed in the Section 3 of the RFP will be summarily rejected as being non-responsive, before taking up the appraisal of the Technical Proposal for evaluation of quality.
- iii) The technical evaluation for quality will be based on the following criteria. Each project to be highlighted should have completed at least 6 months of contract duration or project delivery with the client.

	Heading	Description	Max. Points
1	Track record and Firm's Experience (Marks = 70)	<ul style="list-style-type: none"> • Strong track record and size and scale of operations in India • Number of years of operations in India (minimum 10 years) – (5 marks). • Number of consultants in India - please exclude non consulting division staff such as audit, tax and other such employees (minimum 500) (5 marks). 	10
		<p>(a) Should have prior experience in managing major Investment promotion related activities and have executed a minimum two complete life cycles of major investment promotion related activities in India for State Government clients as paid projects (20 Marks).</p> <p>(b) Should have demonstrable understanding and experience of performance indices relevant for Doing Business scenario at country/state level (10Marks).</p> <p>(c) Global presence – Should have minimum 10 offices outside India covering at least two each in Europe, North America and East Asia-(5 marks).</p> <p>(d) Experience of working on industrial and sectoral policies (minimum 3states)</p>	60

	Heading	Description	Max. Points
		(20Marks). (e) Experience in being a Knowledge Partner for an Investor Meet in India (5 Marks).	
2	Key Personnel (Marks = 20)	<ul style="list-style-type: none"> CVs of Experts for the requirement design in Sec(2) Scope of Work as per the requirement defined competencies in next para 	20
3	Project Methodology, approach and work plan (Marks= 10)	<p>Technical Approach & Methodology for the project:</p> <p>Adequacy and appropriateness of the proposed methodology, full time team staffing and work plan with respect to the proposed scope</p>	10
Total			100

iv) Qualification and experience of Key Personnel involved in the Project:

	Position	Marks allocate	Specific Expertise
1.	Project Manager –Private Sector Development specialist		To have at-least 10 years of project management experience. Expertise in dealing with issues of investment climate, dealing with state governments, and access to industry leaders would be preferred. The candidate must have advised states/ central government departments in India on the issues related to investment climate and business environment simplification matters. Education qualification: Engineering & MBA(compulsory) 1 related project experience – 2 marks 2-4 related project experience – 3 marks 5 or more related project experience - 6 marks(eligible project: minimum 12
2.	Team Leader – Private Sector Development specialist - Full time onsite	04	To have at-least 7 years of project management experience. Expertise in investment promotion, experience of conducting major Investment promotion related activities, dealing with state governments, and experience related to private sector development Education qualification: Engineering & MBA(compulsory) 1 related project experience – 1 marks 2-3 related project experience – 2 marks 4 or more related project experience – 4

2	Other Team Member including full time on site (5 – 2 marks each) – full time on-site	10	As specified in Scope of Work Sec (2)
	TOTAL	20	

(v) Related conditions with reference to the above:

- a) Without the consent of client, no changes shall be made in the resources deployed on the project.
- b) If, for any reason beyond the reasonable control of the Consultant, such as retirement, resignation, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall be allowed to provide as a replacement a person of equivalent or better qualifications, with approval from the client.
- c) In case of replacement of resource(s) or deployment of additional man-power, if any, the decision of Guidance Bureau shall be final and binding.
- d) Consultant shall have no claim for additional costs arising out of or incidental to any removal and / or replacement of Personnel.
- e) If the client requests to replace resource(s), then Consultant shall be required to replace the resource(s) within 2 weeks from the date of request raised.
- vi) The Consultants will be required to make presentations to the evaluation committee on their overall approach and project delivery plan during the evaluation of Technical Proposal.
- vii) The Consultant shall either submit documentary proof for having executed such assignments or submit a certificate from its Managing Director/Managing Partner certifying company's/firms experience to confirm to various requirements.

- viii) For evaluation of technical proposal, detailed evaluation criteria will be prepared by the evaluation committee.
- ix) The Minimum Technical Score required to qualify is: 70marks out of 100.
- x) A proposal will be considered unresponsive and shall be rejected at this stage if it does not contain the details as required in this RFP document or if it fails to achieve the Minimum Technical Score. The Client shall return the Financial Bids of applicants who fail to score the Minimum Technical Score unopened after completing the selection process.

(M) Opening and Evaluation of Financial Bids:

- i) The Client shall notify the consultants that have secured the minimum qualifying marks, indicating the date and time set for opening the Financial Bids. The notification may be sent by registered letter, facsimile, or electronic mail.
- ii) The Evaluation Committee will determine whether the financial bids are complete, unqualified and unconditional.
- iii) The Financial Proposals shall be opened publicly in the presence of consultants' representatives who choose to attend. The name of the consultants, their technical scores and the proposed prices shall be read aloud and recorded when the Financial Bids are opened.
- iv) The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing of any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the Terms of Reference within the total quoted price shall be that of the consultant.
- v) A score of 100 shall be assigned to the lowest financial bidder and the score of other bidders will be calculated on a proportionate scale at levels below 100.

- vi) The Technical score shall be assigned a weight of 60% and the financial score shall be assigned a weight of 40% and the highest combined scorer shall be selected as the successful consultant/knowledge Partner.

(N) Negotiations:

- i) Negotiations will be held with the highest scorer to further reduce price and improve other parameters. The final negotiated consultancy shall be called the “Agreement Value”.
- ii) Negotiations will include a discussion on the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. The Guidance Bureau and selected Consultant/Firm will then work out agreed final Terms of Reference, staffing and bar charts indicating activities, key and other support staff, time duration on the field and at the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract.

(O) Award of Contract

- i) Once the negotiation are finalized with the highest scorer, the successful scorer will be informed of the acceptance of the proposal and he will convey his acceptance within 7 days and will be expected to enter into a written contract incorporating all the terms of the RFP within 10 days of such intimation.
- ii) The contract will be awarded following negotiations. After negotiations are complete, the Client will promptly notify other Consultants on the shortlist that they were unsuccessful and return the Financial Bids of those consultants who did not qualify the technical evaluation.

(P) Performance Security:

The Successful consultant shall, before entering into contract, furnish a performance guarantee for satisfactory execution of the consultancy in the form of a bank guarantee for an amount

equivalent to 5% of the Agreement Value. The Bank Guarantee shall be valid till January 2019 or upto the close of the month in which TN GIM 2019 is conducted.

(Q) Corrupt or Fraudulent Practices:

Guidance Bureau requires that Applicants under this contract observe the highest standard of ethics. In pursuance of this policy, no bidder shall engage in any Corrupt practice or Fraudulent practice.

- “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public servant; and
- “Fraudulent practice” means a misrepresentation of facts in order to influence the decision to award the consultancy contract to the detriment of Guidance Bureau and targeted stake holders and includes collusive practice among Applicants (prior to or after the bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Guidance Bureau and targeted stake holders of the benefits of free and open competition.
- Guidance Bureau will reject a bid for award of consultancy work if it is determined that the Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- Guidance Bureau will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts, if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for, or in executing the consultancy contract.

(R) Forfeiture of EMD:

- i) Failure by the Selected Consultant to accept the order issued by the Client with respect to award of the Contract, within stipulated time from the date of receipt of the order makes the

EMD liable for forfeiture at the discretion of Guidance Bureau. However Guidance Bureau reserves its right to consider at its sole discretion the late acceptance of the order by Selected Consultant.

- ii) Failure to execute the Contract within stipulated time of acceptance of the order by the Selected Consultant makes the EMD liable for forfeiture at the discretion of Guidance Bureau. In such a case, Guidance Bureau at its discretion, may cancel the order placed on the Selected Consultant without giving any notice.
- iii) Failure to submit the performance guarantee within stipulated period from the date of execution makes the EMD liable for forfeiture. In such instance, Guidance Bureau at its discretion may cancel the order placed on the Selected Consultant without giving any notice.

(S) Breach Contract:

Save as provided hereunder, any activity in violation of the Contract to be executed shall be termed as breach of Contract.

(T) Force Majeure

The failure of a Party to fulfil any of its obligations shall not be considered to be a breach of, or default 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 the Contract. In the event of a Force Majeure event, the parties shall take the following measures:

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

- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.
- d) For the purposes of this RFP, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances by acts of God and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

(U) Termination for Default:

The Guidance Bureau may terminate the Contract if:

- a) the Knowledge Partner fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, within fifteen (15) days of receipt of notice of default or within such further period as the Guidance Bureau may have subsequently granted in writing;
- b) the Knowledge Partner becomes insolvent or bankrupt
- c) if the Knowledge Partner fails to comply decisions / mandate of the Guidance Bureau.
- d) any document, information, data or statement submitted by the Knowledge Partner in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading; or
- e) if the acts of Knowledge partner is found to be unethical by Guidance Bureau.

The Knowledge Partner may also terminate the Contract for Default if the Guidance Bureau is in material breach of its obligations pursuant to the Agreement and has not remedied the same within thirty (30) days (or such longer period as the Knowledge Partner may have subsequently agreed in writing) following the receipt by the Guidance Bureau of the Knowledge Partner's notice specifying such breach.

In the event of termination for default, the party at default shall be liable to pay damages to the party not at fault. In addition, Guidance Bureau shall forfeit the Performance Security.

(V) Termination without Default:

Guidance Bureau shall be at liberty to terminate the Agreement without assigning any reason by giving 30 days written notice to the other party.

(W) Penalty for delay:

- (i) If progress of the assignment is not as per the agreed scope of work, the Selected Bidder shall be liable to pay penalty to Guidance Bureau. For delay a penalty up to 25% of payment for that deliverable will be deducted from the next due payment. This provision will be without prejudice to the right of Guidance bureau to exercise its right to terminate the contract and claim damages.
- (ii) For any delay or for poor quality of output of deliverables, 25% of the monthly retainership for the month in which deliverables in question is due will be deducted.

(X) Disputes Resolution:

In the event of any legal disputes between parties, the appropriate civil court in Chennai will have sole and exclusive jurisdiction to settle the disputes.

(Y) Confidentiality:

- i) The RFP document contains confidential information proprietary to Guidance Bureau. Guidance Bureau is bound by an agreement of confidentiality and secrecy with regard to the dealings of all stakeholders. The selected Consultant for the consultancy services may have access to some confidential information for the purpose of the project implementation.
- ii) The Consultant shall take all precautions necessary to keep the information totally confidential and under no circumstances it will be disclosed to any third party or competitors. The Consultant shall render himself liable for

disqualification/premature termination of contract apart from other legal action as may be warranted for any laxity on his part. Guidance Bureau is entitled to be indemnified by the Selected Consultant for any loss/damage to reputation and / or for any breach of confidentiality.

- iii) The information referred to shall include but not restricted to any and every information concerning Guidance Bureau and its stakeholders which the Consultant comes to know only on account of his being associated with Guidance Bureau through the contract which the Selected Consultant otherwise would not have had access to.
- iv) The Selected Consultant shall also not make any news release, public announcements or any other reference on RFP or contract without obtaining prior written consent from Guidance Bureau. Any reproduction of this RFP by Xerox/Photostat/Electronic or any other means is strictly prohibited without prior consent of Guidance Bureau.

(Z) Liability of the Consultant:

The Consultant' liability under the Contract shall be as provided by the Applicable Law. However, the aggregate liability of the Consultant under this agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Consultant hereunder. The preceding limitation shall not apply to liability arising as a result of the Consultant's fraud or wilful misconduct in performance of the services hereunder.

Executive Vice Chairperson,
Guidance Bureau.

Section 5: Technical Proposal- Standard Forms

Form 5A. Technical Proposal Submission Form

Form 5B. General Information

Form 5C. Summary of case examples provided in support of Firm Experience

Form 5D. Format of Curriculum Vitae of proposed Key Personnel

Form 5E. Detailed Approach & Methodology

Form 5F. Brief Profile of Consultant

Form 5A
Technical Proposal Submission Form

[Location, Date]

To:
Executive Vice Chairperson
Guidance Bureau
Phone: (0091)-44-2855 3118, 2855 3866, 2855 3867
e-mail: tnguidancebureau@gmail.com

Subject: Selection of a Consultant for providing Consultancy
Services for conducting Global Investors meet 2019

Dear Sir,

We, the undersigned, offer to provide the services as providing consulting support to Guidance Bureau for project on improving the business environment of Tamil Nadu in accordance with your Request for Proposal dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Bid sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal i.e., before [date], we undertake to negotiate on the basis of the proposed Key Personnel. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Form 5B

General Information Form

1. Name of the Company/ Firm:
2. (Attach an attested photocopy of Certificate of Registration.)
3. Legal Status of the Firm:
4. Registered Address, telephone, Tele-fax.
.....
.....
5. Contact Person, Designation and Address including email ID
.....
.....
6. Length of experience in the field of conducting Investment Facilitation
7. Names and Addresses of Associated Companies to be involved in the Project and whether Parent/Subsidiary/others. (The relationship to be indicated)
8. In case the company is a subsidiary, the involvement, if any, of the Parent Company in the project
9. State whether the in-house expertise is available for all services/sub-systems. If not, details of sub-consultants to be involved in the project.
10. Has the applicant or any constituent partner in case of partnership firm, ever been debarred/ black listed for competing in any organization at any time? If so, give details
11. Financial Strength (as per the audited statements):
12. Has the applicant or any constituent partner in case of partnership firm, ever been convicted?
13. Bids shall remain valid for 180 days after the date of Bid opening prescribed by the Authority?

Signature of the
Consultant/Authorized
representative

Form 5C

Firm Experience

[Using the format below, provide information on each case example cited by your firm in the attached format with not more than 2 pages per case example as appendix]

Form 5C

Firm Experience

]

	Name and location of the Project	Name and Address of the Client	Details of the Project	Nature of consultancy work with specific area highlighted	Year of Start & Completion of the Project	Litigation/ Arbitration, if any with details

The Consultants are required to provide Proof of award of work for the Firm Experience Cited.

Firm's Name:

Authorized Signatory

Form 5D

Curriculum Vitae of Key Personnel

The prescribed format for the CV is provided below.

1. Position in the Proposed project (describe degree of responsibility also)
2. Name of the Staff
3. Designation
4. Name and address of the firm presently employed, if any
5. Years with the firm
6. Qualifications (Technical and General)
7. Membership in professional bodies
8. Relevant Experience including on field experience
 - i. Project Management
 - ii. Investment Climate
 - iii. Working with State Governments
 - iv. Access to Industry Leaders
9. Employment record with other firms

The formats provided shall be signed by the proposed Key Personnel and by an authorized official of the Firm. Each page of the CVs provided shall be signed.

Form 5E

Description of Approach, Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are key components of the Technical Proposal. The consultant is suggested to present its Technical Proposal (maximum of 20 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Organization and Staffing,

(a) Technical Approach and Methodology:

In this chapter the consultant should explain the understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The consultant should highlight the problems to be addressed along with their importance and explain the technical approach the consultant would adopt to address them. The consultant should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Organization and Staffing. In this chapter the consultant should propose the structure and composition of the proposed team. The consultant should list the main disciplines of the assignment, the key expert responsible, and proposed key and support staff.

Form 5F

A Brief profile of the Consultant shall be provided

Section 6: Financial Bid- Standard Forms

Form 6A

Financial Bid Submission Form

[Location, Date]

To:

The Executive Vice Chairperson, Guidance Bureau

Phone: (0091)-44-2855 3118, 2855 3866, 2855 3867

Tele fax: (0091)-44-2858 8364 e-mail: tnguidancebureau@gmail.com

Dear Sir,

Subject: Selection of a Consultant for providing Consultancy Services for conducting Global Investors meet 2019

1. We, the undersigned, offer to provide the consulting services support to Guidance Bureau for project on providing Knowledge Partner Consultancy Services for GIM 2019 in accordance with your Request for Proposal dated [Insert Date]. Our attached is for the sum of [Insert amount(s) in words and figures] inclusive of all taxes including GST.
2. Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e.[date].
3. Our Financial Bid covers remuneration for all the Key Personnel and other associated personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, local travel etc. The Financial Bid is without any condition.
4. We undertake that, I completing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address: