

**GUIDANCE**  
**(TAMIL NADU INDUSTRIAL GUIDANCE**  
**AND EXPORT PROMOTION BUREAU)**  
**Industries, Investment Promotion & Commerce**  
**Department, Government of Tamil Nadu**

**Tender reference Number:** RFP/ Consultancy-EoDB/2024-001

**Request for Proposal (RFP) for the selection of Consultancy Firm for  
Implementation of Ease of Doing Business Initiatives in Tamil Nadu**

**Tender documents can be downloaded from:-**

- a) [www.tntenders.gov.in/](http://www.tntenders.gov.in/)
- b) [www.investngintamilnadu.com](http://www.investngintamilnadu.com)

**June 2024**

## 1. RFP Data Sheet

1	RFP Number	RFP/ Consultancy-EoDB/2024-001
2	Name of Agency	GUIDANCE
3	Purpose for selection	<b>Selection of Consultancy Firm for Implementation of Ease of Doing Business Initiatives in Tamil Nadu</b>
4	Date of issue of RFP	12/06/2024
5	Date of Pre-Bid meeting for raising queries, if any	NA
6	Last date & time for submission of Proposal (Bid Due Date)	28/06/2024 15:00
7	Submission Details	<ul style="list-style-type: none"> <li>○ All bidding parties desirous of applying for this project tender must mandatorily submit the technical and financial proposals at <a href="http://www.tntenders.gov.in/">www.tntenders.gov.in/</a> through the online forms/ folders specifically earmarked for the same on the portal.</li> <li>○ Only bids received on the official online portal will be eligible for consideration.</li> <li>○ All other proposals/ proposal components received vide physical/ email correspondence or in unapproved formats/ attachments will be summarily rejected.</li> </ul>
8	Date & time for opening of Technical Proposal	28/06/2024 18:00
9	Date and time of opening of Financial Proposal	Will be instructed to Applicants in due course

10	Method of Selection	<p>The selection shall be based on two-stage bidding process i.e., technical qualification followed by evaluation of financial bids, on a "Quality cum Cost Based Selection (QCBS)" with weight of Technical Evaluation – 80% and that of Financial Evaluation - 20%.</p> <p>Conditions:</p> <ul style="list-style-type: none"> <li>i. The Applicants should meet the minimum eligibility criteria for inclusion in technical evaluation.</li> <li>ii. Technical proposals of Applicants who meet the minimum eligibility criteria shall be evaluated. Applicants shall also have to make a presentation during the technical evaluation.</li> <li>iii. The financial bids of only those firms whose technical proposals are accepted will be opened and the bid with the highest combined- technical plus commercial- score shall be awarded the contract.</li> </ul>
11	Earnest Money Deposit	Rs 5,00,000/-
12	Validity of the Proposal	120 days from Bid Due Date (S.No.6)
13	Project Duration	1 year from the date of award, and renewable for 1 year subject to Guidance's requirement and satisfactory performance of the selected firm.

## DISCLAIMER

1. The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Tamil Nadu Industrial

Guidance and Export Promotion Bureau, henceforth 'Guidance', or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

2. This RFP is not an agreement and is neither an offer nor an invitation by Guidance to the prospective Applicants or any other person. The purpose of this RFP document is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP.
3. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate or adequate. Each Applicant should, therefore, conduct its own analysis and should check the accuracy, adequacy and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
4. Guidance accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. Guidance, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
6. Guidance also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.
7. Guidance 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 this RFP.
8. The issue of this RFP does not imply that Guidance is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy.

9. Guidance reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
10. The Applicant shall bear all costs associated with or relating to the preparation and submission of its Proposal. Guidance shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or in submission of the Proposal, regardless of the conduct or outcome of the selection process.

## Table of Contents

<b>1. RFP Data Sheet .....</b>	<b>2</b>
<b>2. INTRODUCTION.....</b>	<b>8</b>
2.1 Scope of Proposal .....	9
<b>3. SCOPE OF WORK .....</b>	<b>10</b>
<b>4. DELIVERABLES AND PAYMENT TERMS.....</b>	<b>10</b>
<b>5. ELIGIBILITY CRITERIA.....</b>	<b>14</b>
5.1 Minimum Qualification Criteria for Evaluation .....	14
5.2 Project Team .....	15
5.3 Other Conditions.....	17
<b>6. EVALUATION AND SELECTION PROCESS.....</b>	<b>18</b>
6.1 Selection Process .....	18
6.2 Instructions for Technical Proposal .....	19
6.3 Instructions for Financial Proposal.....	21
6.4 Evaluation of Technical Proposal .....	22
6.5 Evaluation of Financial Proposal .....	26
6.6 Combined and Final Evaluation .....	27
<b>7. GENERAL INFORMATION AND TERMS AND CONDITIONS.....</b>	<b>27</b>
7.1 Number of Proposals .....	27
7.2 Language of the Proposal .....	27
7.3 Cost of Proposal.....	27
7.4 Amendments .....	28
7.5 Currency conversion rate and payment .....	28
7.6 Conflict of Interest .....	28
7.7 Acknowledgement by Applicant .....	28
7.8 Right to Reject any or all Proposals.....	29
7.9 Earnest Money Deposit:.....	29
7.10 Withdrawal of Proposals:.....	30
7.11 Performance Security:.....	30
7.12 Forfeiture of EMD: .....	30
7.13 Force Majeure .....	31

7.14	Termination for Default: .....	32
7.15	Termination without Default:.....	33
7.16	Penalty for Delay: .....	33
7.17	Discretionary Powers .....	33
7.18	Indemnity.....	33
7.19	Confidentiality .....	34
7.20	Period of Consultancy .....	34
7.21	Commencement of Work .....	34
7.22	Availability of Project Team.....	34
7.23	Replacement of the personnel.....	35
7.24	Performance Reviews .....	35
7.25	Payment Schedule .....	35
7.26	Dispute Resolution.....	36
7.27	Liability.....	36
<b>8.</b>	<b><i>Annexures - Standard Forms for Technical &amp; Financial Proposal.....</i></b>	<b>37</b>
8A.	Technical Proposal Submission Form .....	38
8B.	Format for Power of Attorney for Authorized Signatory .....	39
8C.	Format for Submission of Information Towards Eligibility Criteria.....	41
8D.	Format to Demonstrate Technical Eligibility.....	43
8E.	Format for Providing Experience of the Consultant for Technical Evaluation .....	44
8F.	Description of the Methodology and Work Plan for Performing the Assignment .....	45
8G.	Format of Curriculum Vitae (CV) for Proposed Project Team .....	47
8H.	Team Composition and Task Assignments.....	49
8I.	Financial Proposal Submission Form .....	50
8J.	Financial Proposal – Summary of Costs .....	51

## **2. INTRODUCTION**

Tamil Nadu is the second largest state economy of the country and is home to the highest number of factories and industrial workers in the country. Tamil Nadu has been a significant contributor to India's growth story and has witnessed consistent economic growth for decades. Tamil Nadu has been consistently ranked among top States on various indices and parameters i. e. Rank #1 in Good Governance Index, 2019; Rank #1 in Equity Pillar of Public Affairs Index, 2019; Rank #2 in the State Investment Potential Index (N-SIPI), 2018; Rank #3 in the Sustainable Development Goals (SDG) India Index, 2019; Rank #3 (Top Achievers Category) in Ease of Doing Business 2020-21. The State has nearly 2,500 nationally and internationally recognized educational institutes that ensure supply of skilled manpower for various sectors. These statistics are witness to the State's continuous efforts to be the top investment destination of the country by focusing on overall development of the State. The Government has set a target to be a US\$ 1 Trillion economy by the 2030. It plans to achieve this target by focusing on attracting investments in across multiple sectors including traditional and sunrise sectors. Improving the investment climate of the State will be a key enabler for achieving this ambitious target.

Tamil Nadu has been taking several steps to improve the State's investment climate. This includes

- Launch of conducive policies, attractive incentives
- Setting up of dedicated agency for investment promotion and facilitation
- IT-led interventions to ease the process of getting approvals in the State
- Regulatory reforms focusing on reducing the regulatory burdens on the investors
- Implementation of Ease of Doing Business Reforms in the State



Guidance is the Nodal Agency of the State responsible for spearheading the various initiatives to make Tamil Nadu the most preferred destination for Investors. The major initiatives that have been taken by State includes launch of a new Single Window Portal that will offer 200+ Government to Business (G2B) services offered by 43 Government Departments and implementation of Ease of Doing Business Reforms in the State.

As on date, 183 services spread across 25 Departments are already live on the new Single Window Portal and the remaining 53 services offered by 17 Departments is still under development. Guidance has also been implementing the Ease of Doing Business Reforms in the State in line with the guidelines outlined by Department for Promotion of Industry and Internal Trade (DPIIT), Government of India since 2015. Tamil Nadu's Rank in the Ease of Doing Business Ranking was 3<sup>rd</sup> (Top Achievers Category) in 2020-21 as compared to 18<sup>th</sup> rank in 2016. The State is keen to maintain its rank as the "Top Achievers" State in the Ease of Doing Business Ranking.

## **2.1 Scope of Proposal**

Guidance proposes to select a Consultancy Firm for **Implementation of Ease of Doing Business Initiatives in Tamil Nadu**. The period of contract will be for a period of 1 year from date of award, and renewable for 1 year subject to Guidance's requirement and satisfactory performance of the selected firm. Accordingly, proposals are invited from the eligible national and international firms for the same, hereinafter called "Applicant".

- i. Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- ii. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Guidance through the selection

process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Guidance's decisions are without any right of appeal whatsoever.

- iii. The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. Upon selection, the Applicant shall be required to enter into an agreement with the Guidance and will be referred to as the "Consultant" hereafter.

### **3. SCOPE OF WORK**

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

#### **Component 1: Implementation of Business Reform Action Plan (BRAP) in the State**

##### **a) Reform Implementation Support**

- As-Is assessment of reforms to identify reforms that are yet to be implemented by the State.
- Prepare an implementation roadmap with defined timelines for unimplemented reforms to ensure 100% implementation of reforms.
- Provide handholding support to line Departments for implementation of reforms.
- Collate all relevant details/evidence, such as orders, notifications, web links, screenshots, etc. for the implemented reforms and prepare documentary evidence to be submitted to DPIIT.
- Support in collation of user list and submission of the same to DPIIT.
- Coordinate with DPIIT and Invest India for the implementation exercise.

## **b) User outreach**

- Formulate information dissemination strategy for reforms undertaken by Government of Tamil Nadu to improve the investment climate in the State.
- Provide technical inputs for preparation of infographics, presentation, and handouts for information dissemination purpose.
- Facilitate in conducting outreach programs across the State.
- Provide functional inputs (designing survey, developing questionnaires) for the impact assessment of the outreach program.

## **Component 2: Manage the implementation of new single window portal**

### a) Project Management of System Integrator

Project manage the implementation of the new single window portal by the System Integrator (SI) selected by Guidance, in terms of the following:

- Review the project work plan of the SI, and suggest changes, if required in line with Guidance's priorities
- Review the System Requirement Specifications (SRS) of 40 services
- Review the SI's compliance to the project plan and contractual obligations

### b) Development of Functional Requirement Specifications for Single Window Services

- Review 40 services required by investors, sector specific or sector agnostic from any state-level department / agency / institution in terms

of legislation governing the service, application form and checklist of documents, workflow, and time taken to process applications.

- Identify areas for improvement in terms of simplification of application forms and supporting documents, eliminating redundant activities, duplication of roles, multiple layers of review etc. thereby ensuring greater transparency, time-bound delivery, reliance on self / third-party certification, adoption of risk-based inspection mechanisms etc.
- Suggest To-Be processes for the services where there is scope for improvement, along with associated change in regulations and institutional mechanisms.
- Finalize functional specifications for the identified 40 services.
- Review the functionalities of the single window services that shall be developed on mobile app by the system integrator.
- Support in augmenting / updating the existing modules viz. online wizard / Know your Clearances, Combined Application Form (CAF), Video Conferencing module, AI Chatbot, etc. on single window portal.
- Functional support for development of deemed approval and other procedures as required under Tamil Nadu Business Facilitation Act and Rules, 2017-18.
- Support in User Acceptance Testing of the services developed by System Integrator and providing feedback.

### **Component 3: Review of Tamil Nadu Business Facilitation Act & Rules, 2017-18**

- Suggest suitable amendments to Tamil Nadu Business Facilitation Act & Rules, 2017-18 based on reform requirements, study of best practices in other states in India and abroad, and new single window portal, to improve the overall investment climate in the state.

#### **Component 4: Regulatory Compliance Burden Reduction and Decriminalization**

- Support Guidance team in review of Act and Rules of Government of Tamil Nadu departments, and identifying regulatory bottlenecks from ease of doing business perspective and decriminalization. This activity will encompass initiatives taken within the State as well as programmes driven by Government of India from time to time.

#### **Component 5: Investment Procedures/processes**

- a. Develop an investor handbook outlining the various processes/ procedures required for market entry, licensing/ approvals, SEZ/ EoU bonded warehousing etc., advisory on tax compliances for investors and other compliances to be followed by investors and exporters in Tamil Nadu.
- b. Develop a macro-economic indicator framework focused on providing an overview of the industrial ecosystem in the State of Tamil Nadu to be leveraged for high-level policy initiatives.

#### **4. DELIVERABLES AND PAYMENT TERMS**

The Applicant shall prepare the following deliverables after undertaking the activities listed in the Scope of Work listed above.

Payment for all milestone related deliverables will be made upon acceptance of the deliverable by Guidance. Guidance may conduct a bi-annual review of the project activities and deliverables to gauge the quality of output and to approve payments and activities for the forthcoming period.

#### **Deliverables:**

S.No.	Deliverable	Timeline
1	Monthly progress report covering all tasks performed during the month under the various Components.	Before 10th of succeeding month
2	Submission of work completion report	By end of 12 <sup>th</sup> month

### **Payment Schedule:**

S.No.	Deliverable	Payment Terms
1	On submission and approval of Monthly Progress Report by Guidance	Fee per calendar month equivalent to one-twelfth of 100% of Financial Bid, payable on a monthly basis till the end of contract period based on monthly reports.

## **5. ELIGIBILITY CRITERIA**

### **5.1 Minimum Qualification Criteria for Evaluation**

To be eligible for the qualification and short-listing, the Applicant must fulfil the following conditions of eligibility:

- a) All Applicants shall have a registered office in India. For proof of registration the Applicant needs to submit a copy of the Certificate of Incorporation as per the Companies Act 1956/2013 or Limited Liability Partnership Act 2008 or other duly registered documents indicating the incorporation/existence of the said entity and a copy of the PAN card issued to them by Income Tax Department,

Government of India. The company should have been operating in India for at least the last 5 (five) years.

- b) The Applicant should have completed or should be working on at least 5 (five) Retainer Consultancy Assignments with a Government Agency (Central/State/Public Sector Undertaking) in the last 5 (five) years on or before the due date for submission of proposals.
- c) The Applicant should have completed at least one project relating to single window system (project management and functional specifications development) with state-level nodal agency or support to the Industries Department (or equivalent thereof) for any State in India in the last 7 years.
- d) The Applicant should have a permanent office in Chennai.
- e) The Applicant shall have minimum Annual Total Turnover of Rs.500 crore (Rupees Five Hundred Crore only) in each of the financial years 2020-21, 2021-22, and 2022-23.

## 5.2 Project Team

The team shall comprise the below mentioned Key and Non-Key Experts.

S.No.	Position	No. of Resources	Total Person Months
<b>A</b>	<b>Key Resources</b>		
1.	Team Leader	1	10
2.	Functional Consultant -1	1	12
3.	Functional Analyst – 1	1	12
4.	Functional Analyst - 2	1	12
5.	IT Project Management Expert	1	5
<b>B</b>	<b>Advisory Staff:</b>		
1.	Ease of Doing Business Expert	1	5
	<b>TOTAL</b>		<b>56</b>

The minimum qualification and experience of the required personnel/resources is given below. The personnel proposed by the Applicant needs to be on the Applicant's payroll on the date of bid submission.

S.No.	Position	Qualification and Experience
1.	Team Leader (1 No.)	<ul style="list-style-type: none"> <li>• Post-graduate in Engineering / Management with functional expertise in review of government processes, regulations and institutional structure, and experience of working with state government institutions in governance and reforms projects.</li> <li>• Minimum 10 years of experience.</li> <li>• Should have worked on at least 1 project relating to single window system functional specifications development and 2 projects relating to implementation of reforms across 10+ state government institutions were involved.</li> </ul>
2.	Functional Consultant (EoDB) – (1 No.)	<ul style="list-style-type: none"> <li>• Post-graduate in any field with functional expertise in process reengineering, and experience of working with state government institutions.</li> <li>• Minimum 7 years of experience.</li> <li>• Should have worked on atleast 1 project relating to Business reforms Action Plan/Investment facilitation.</li> </ul>
3.	IT Project Management Expert (1 No.)	<ul style="list-style-type: none"> <li>• Graduate in Engineering with experience in at least 2 projects which involved IT project management of government digital transformation projects of which one should have been relating to single window system.</li> <li>• Minimum 12 years of experience.</li> <li>• Should have worked on IT transformation projects with atleast 2 State Government institutions.</li> </ul>



S.No.	Position	Qualification and Experience
4.	Functional Analyst – 1 (1 No.)	<ul style="list-style-type: none"> <li>• Post-graduate in any field with functional expertise in reengineering of government processes, ease of doing business, regulatory reforms, strategy development and experience of working with state government institutions.</li> <li>• Minimum 1 year of experience.</li> </ul>
5.	Functional Analyst – 2 (1 No.)	<ul style="list-style-type: none"> <li>• Post-graduate in any field with functional expertise in government regulations, process improvement, and experience of working with government institutions.</li> <li>• Minimum 3 years of experience.</li> </ul>
6.	EoDB Expert (1 No.)	<ul style="list-style-type: none"> <li>• Post-graduate in Management or similar field with functional expertise in review of government regulations, single window implementation, and experience of working with central/ state government institutions in governance and reforms projects.</li> <li>• Minimum 15 years of experience.</li> <li>• Should have worked as domain expert on projects relating to Ease of Doing Business, single window systems, government process reengineering in the context of ease of doing business, with atleast 4 state/ central government institutions.</li> </ul>

### 5.3 Other Conditions

1. Any entity which has been barred by the Central Government/ any State Government/ a statutory authority / a public sector undertaking of India, as the case may be, from participating in any project and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal.
2. An Applicant should have during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration

award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant and shall submit an undertaking to this effect.

3. While submitting a Proposal, the Applicant shall attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

## **6. EVALUATION AND SELECTION PROCESS**

### **6.1 Selection Process**

- i. The selection shall be based on two-stage bidding process i.e., technical qualification followed by evaluation of financial bids, on a "Quality cum Cost Based Selection (QCBS)" with Technical component and Financial component in the ratio of 80:20.
- ii. A pre-bid meeting shall be held for raising queries with reference to the RFP as indicated in the Section 1. RFP Data Sheet.
- iii. The proposal comprising technical and financial proposals to be submitted on the online portal mentioned in Section 1. RFP Data Sheet. In the first stage, a Technical Evaluation will be carried out as specified in this RFP.
- iv. The list of supporting documents required for Technical Evaluation and Financial Evaluation are mentioned in the Annexure.
- v. Based on this Technical Evaluation, a list of short-listed Qualified Applicants shall be prepared and published.
- vi. In the second stage, a Financial Evaluation of the Proposal will be carried out in line with the procedures established by the Tamil Nadu Transparency in Tenders Act and Rules.
- vii. Proposals will finally be ranked according to their combined technical and financial scores.
- viii. The "Selected Applicant" will be invited to enter into Agreement with

Guidance through issuance of Letter of Award (the "LoA"), while the other ranked Applicants will be kept in "Reserve".

## **6.2 Instructions for Technical Proposal**

- i. Applicants shall submit the Technical Proposal in the formats provided under Annexures to this RFP (8A – 8H).
- ii. While submitting the Technical Proposal, the Applicant shall, in particular, ensure that it contains:
  - a. Copy of Certificate of Incorporation/related registered documents of the Applicant
  - b. Copy of Applicant's PAN card
  - c. All forms in the Annexure are in the prescribed formats and signed by the prescribed signatories;
  - d. Power of Attorney for the Authorized Signatory is executed as per Applicable Laws, if applicable or Board Resolution;
  - e. CVs of all Key Personnel, and Advisory & Support Staff have been included;
  - f. Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down in this RFP;
  - g. No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
  - h. The CVs have been recently signed and dated by the respective Key Personnel and countersigned by the Applicant's Authorized Signatory.
  - i. The CVs shall contain an undertaking from the respective Personnel about his/her availability for the Period of Consultancy specified in the RFP; and Personnel proposed have good working knowledge of English language.
- iii. Failure to comply with the requirements spelt out in this RFP shall make the Proposal liable to be rejected.

- iv. If an individual personnel makes a false averment regarding his/her qualification, experience or other particulars, or his/her commitment regarding availability for the Consultancy is not fulfilled at any stage after signing of the Agreement, he/she shall be liable to be debarred for any future assignment of the Guidance for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.
- v. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- vi. The proposed team shall comprise Key Personnel and Advisory & Support Staff specified in this RFP.
- vii. Other competent and experienced personnel in the relevant areas of expertise and support personnel may be added as required for successful completion of this Consultancy. The CV of each such Key Personnel and additional personnel, if any, shall be submitted in the format specified in the Annexure.
- viii. Guidance reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Guidance to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- ix. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions as mentioned in this RFP have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith, if not yet appointed as the Consultant Firm either by issue of the LoA or entering into of the Agreement, and if the Selected Applicant has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by Guidance without the

Guidance being liable in any manner whatsoever to the Applicant as the case may be.

### **6.3 Instructions for Financial Proposal**

- i. Applicants shall submit separate financial proposal in the format at Annexure (8I-8J) clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees (INR), and signed by the Applicant's Authorized Signatory. In the event of any difference between figures and words, the amount indicated in words shall prevail. In event of difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- ii. While submitting the Financial Proposal, the Applicant shall and account for the following:
  - a. All the costs associated with the Consultancy shall be included in the Financial Proposal. These shall normally cover remuneration for all the Key Personnel and activities undertaken with respect to activities of Guidance, equipment, printing of documents, etc. 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 Proposal, it shall be considered nonresponsive and liable to be rejected.
  - b. No escalation on the cost of Financial Bid will be provided after the issue of the contract. The contract is renewable for 1 year subject to the satisfactory performance of the selected firm, as assessed by Guidance and on mutual agreement. The Applicant shall provide an Annual Financial Bid cost that remains fixed and unchanged, should the contract be renewed.
  - c. The Financial Proposal shall take into account all expenses and tax liabilities (except Goods and Services Tax) as per Applicable Laws. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws. The applicable Goods and Services Tax Rate shall be indicated separately.

d. Costs (including break down of costs) shall be expressed in INR.

#### 6.4 Evaluation of Technical Proposal

Criteria	Max Marks
Organizational Capability	10
Past Experience of the Firm	40
Team Qualification	25
Work Plan, Approach, Methodology, and Technical Presentation	25
<b>Total Technical Proposal Marks</b>	<b>100</b>

The criteria for evaluation of the technical proposal is provided in the following table.

S.No.	Parameter	Evaluation Elements	Maximum Marks	Supporting documentary evidence
<b>1</b>	<b>Organizational Capability (10 marks)</b>			
(i)	Bidder's Average Annual Turnover from Consulting services in last three audited Financial years	<ul style="list-style-type: none"> <li>• INR 500 Cr to INR 2,500 Cr – 2.5 marks</li> <li>• More than INR 2,500 Cr – 5 marks</li> </ul>	• 5 marks	• Certificate from Auditor
(ii)	Bidder's Average Annual Turnover from e-governance / IT Consultancy services for last three audited Financial years	<ul style="list-style-type: none"> <li>• INR 50 Cr to INR 250 Cr – 2 marks</li> <li>• More than INR 250 Cr – 4 marks</li> </ul>	• 4 marks	• Certificate from Auditor

S.No.	Parameter	Evaluation Elements	Maximum Marks	Supporting documentary evidence
(iii)	Valid CMMI certification	<ul style="list-style-type: none"> <li>• CMMI Level V – 1 mark</li> <li>• Else – 0</li> </ul>	<ul style="list-style-type: none"> <li>• 1 mark</li> </ul>	<ul style="list-style-type: none"> <li>• Relevant certificate valid on Tender due date</li> </ul>
<b>2</b>	<b>Past Experience of the Firm (40 marks)</b>			
(i)	Bidder shall have experience in e-Governance consulting projects in Tamil Nadu in last 6 years	<ul style="list-style-type: none"> <li>• Up to 5 relevant projects – 5marks</li> <li>• Up to 10 relevant projects – 10 marks</li> <li>• &gt;= 15 relevant projects – 15 marks</li> </ul>	<ul style="list-style-type: none"> <li>• 15 marks</li> </ul>	<ul style="list-style-type: none"> <li>• Copy of Work Order / Contract / Experience Certificate and template given in RFP</li> </ul>
(ii)	Bidder shall have experience in Government Sector consulting projects in Tamil Nadu in last 6 years	<ul style="list-style-type: none"> <li>• Up to 5 relevant projects – 5 marks</li> <li>• Up to 10 relevant projects – 10 marks</li> <li>• &gt;= 15 relevant projects – 15 marks</li> </ul>	<ul style="list-style-type: none"> <li>• 15 marks</li> </ul>	<ul style="list-style-type: none"> <li>• Copy of Work Order / Contract / Experience Certificate and template given in RFP</li> </ul>
(iii)	Bidder shall have experience in rendering ease of doing business (including experience in single window functional specification development and project managing its implementation) in India in the last 7 years	<ul style="list-style-type: none"> <li>• 1 relevant project – 2 marks</li> <li>• Up to 2 relevant projects – 5 marks</li> <li>• &gt;= 3 relevant projects – 7 marks</li> <li>• Experience in Tamil Nadu – 3 marks (on proportional basis)</li> </ul>	<ul style="list-style-type: none"> <li>• 10 marks</li> </ul>	<ul style="list-style-type: none"> <li>• Copy of Work Order / Contract / Experience Certificate and template given in RFP</li> </ul>
<b>3</b>	<b>Qualification and competence of the Key Staff for the assignment (30 marks)</b>			
(i)	Team Leader	<u>Years of Experience (1 mark):</u>	<ul style="list-style-type: none"> <li>• 5 marks</li> </ul>	<ul style="list-style-type: none"> <li>• As per template</li> </ul>

S.No.	Parameter	Evaluation Elements	Maximum Marks	Supporting documentary evidence
		<ul style="list-style-type: none"> <li>Minimum prescribed years of experience* - 1 mark</li> </ul> <p><u>Adequacy for the assignment (2 marks):</u></p> <ul style="list-style-type: none"> <li>1 project relating to single window system functional specifications development - 1 mark</li> <li>2 projects relating to implementation of reforms across 10+ state government institutions - 1 mark</li> </ul> <p><u>Experience of working in government process review/ regulations/ and institutional transformation in Tamil Nadu - 1 mark for each project (max 2 marks).</u></p>		given in the RFP
(ii)	Functional Consultant (EoDB) - 1	<p><u>Years of Experience (1 mark):</u></p> <ul style="list-style-type: none"> <li>Minimum prescribed years of experience* - 1 mark</li> </ul> <p><u>Adequacy for the assignment (4 marks):</u></p> <ul style="list-style-type: none"> <li>1 project relating to single window system functional specifications development / regulatory / process improvement / ease of doing business - 4 marks</li> </ul>	• 5 marks	• As per template given in the RFP
(iv)	Functional Analyst - 1	<p><u>Years of Experience (1 mark):</u></p> <ul style="list-style-type: none"> <li>Minimum prescribed years of experience* - 1 mark</li> </ul>	• 5 marks	• As per template given in the RFP



S.No.	Parameter	Evaluation Elements	Maximum Marks	Supporting documentary evidence
		<p><u>Adequacy for the assignment (2 marks):</u></p> <ul style="list-style-type: none"> <li>1 project relating to single window system functional specifications development – 2 marks</li> </ul> <p><u>Experience of working in government process review/ regulations/ institutional transformation in Tamil Nadu – 2 marks</u></p>		
(v)	Functional Analyst – 2	<p><u>Years of Experience (1 mark):</u></p> <ul style="list-style-type: none"> <li>Minimum prescribed years of experience* – 1 mark</li> </ul> <p><u>Adequacy for the assignment (4 marks):</u></p> <ul style="list-style-type: none"> <li>1 project relating to process improvement / government regulations review / business process re-engineering/strategy development – 4 marks</li> </ul>	• 5 marks	• As per template given in the RFP
(iv)	IT Project Management Expert	<p><u>Years of Experience (1 mark):</u></p> <ul style="list-style-type: none"> <li>Minimum prescribed years of experience* – 1 mark.</li> </ul> <p><u>Adequacy for the assignment (2 marks):</u></p> <ul style="list-style-type: none"> <li>1 project relating to Project Management of single window project - 1 mark</li> <li>1 project relating to government digital</li> </ul>	• 5 marks	• As per template given in the RFP

S.No.	Parameter	Evaluation Elements	Maximum Marks	Supporting documentary evidence
		transformation project- 1 mark <u>Experience of working in IT transformation projects in Tamil Nadu - 1 mark for each project (max 2 marks)</u>		
<b>4</b>	<b>Adequacy of the proposed approach and methodology and technical presentation**</b>		<b>• 25 marks</b>	<b>• As per template given in the RFP</b>
<b>Total Technical Score (Maximum)</b>			<b>100 marks</b>	

\*Criteria prescribed in Section 5.2 of this RFP.

\*\*Presentation to be made by the proposed team.

Note: Atleast 50% of the proposed key experts should be Tamil Speaking.

## 6.5 Evaluation of Financial Proposal

- i. In the second stage, the financial evaluation for Applicants who have scored at least 70 Marks in the Technical Proposal will be opened. The financial evaluation will be carried out by assigning a financial score
- ii. Guidance will determine whether the Financial Proposals are complete, unqualified or unconditional.
- iii. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within total quoted price shall be that of the Applicant.
- iv. The formula for determining the financial scores is as follows:  
[FS = 100 x Fm/F, in which FS is the financial score, Fm is the lowest price, and F is the price of the proposal under consideration]

The proposals must remain valid for a period of 120 days, as specified in this

RFP. During this period, the consultant is expected to keep available the professional staff proposed for the Project. The Applicant will make its best effort to complete negotiations, if any, within this period. If Guidance wishes to extend the validity period of the proposals, it may ask the Applicants to extend the validity of their proposals for a stated period. Applicants, who do not agree, have the right not to extend the validity of their proposals.

## **6.6 Combined and Final Evaluation**

- i. Proposals will finally be ranked according to their combined technical score (TS) and financial (FS) score as follows:  $S = TS \times TW + FS \times FW$   
Where TW and FW are weightage assigned to Technical and Financial Score that shall be 0.8 and 0.2 respectively.
- ii. The applicant has to score minimum 70 Marks in the Technical Proposal Evaluation to be eligible for combined evaluation.
- iii. The Consultant achieving the highest combined score will be invited for negotiations.
- iv. Guidance reserves the right to cancel or reissue the tender at its discretion if only one Applicant has qualified the Selection Process as laid down in this RFP.

## **7. GENERAL INFORMATION AND TERMS AND CONDITIONS**

### **7.1 Number of Proposals**

No Applicant shall submit more than one Proposal for the Consultancy. Consortium or Joint Venture or engagement of sub-consultant is not permitted.

### **7.2 Language of the Proposal**

All proposals and the supporting documents shall be in English language only.

### **7.3 Cost of Proposal**

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiations, visits to Guidance, if any, etc. Guidance will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

#### **7.4 Amendments**

At any time prior to the deadline for submission of Proposal, Guidance may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the official website. At any time prior to the deadline for submission of Proposal, for any reason, Guidance may, in its sole discretion, extend the due date of submission on or before the due date for submission of proposals, by posting a notification in this regard on the official website.

#### **7.5 Currency conversion rate and payment**

For the purposes of evaluation of Proposals, all payments to the Consultancy Firm shall be made in Indian Rupee in accordance with the provisions of this RFP and the Agreement.

#### **7.6 Conflict of Interest**

Guidance requires that Consultant Firms and their Key Personnel provide professional, objective, and impartial advice and at all times hold Guidance's interest's paramount, strictly avoid conflicts with other Projects or their own corporate interests and act without any consideration for future work. Without limitation on the generality of the foregoing, the Consultancy Firm and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited.

#### **7.7 Acknowledgement by Applicant**

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

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from Guidance;
- c) acknowledged that it does not have a Conflict of Interest; and
- d) agreed to be bound by the undertaking provided by it under and in

terms hereof.

Guidance shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by Guidance.

### **7.8 Right to Reject any or all Proposals**

Notwithstanding anything contained in this RFP, Guidance reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

Without prejudice to the generality of the above clause, Guidance reserves the right to reject any Proposal if:

- i. at any time, a material misrepresentation is made or discovered, or
- ii. the Applicant does not provide, within the time specified by Guidance, the supplemental information sought by Guidance for evaluation of the Proposal.
- iii. Misrepresentation by/ improper response by/delay or non-submission of supplemental information required from the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the Selected Applicants get disqualified/rejected, then Guidance reserves the right to consider the Applicant in Reserve, or take any other measure as may be deemed fit in the sole discretion of Guidance, including annulment of the Selection Process.

### **7.9 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 Bureau", payable at Chennai, for the sum of Rupees Five Lakhs only (Rs.5,00,000 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 returned upon submission of Performance Bank Guarantee.

#### **7.10 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 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 Signatory. The copy of the notice shall be duly marked "WITHDRAWAL". No withdrawal will be permitted if the withdrawal request was received by Guidance after the last date of submission of proposal.

#### **7.11 Performance Security:**

The Successful consultant shall, before entering into contract, furnish a performance guarantee for satisfactory execution of the consultancy in the form of an irrevocable bank guarantee for an amount equivalent to 5% of the Agreement Value. The Bank Guarantee shall be valid for one year.

#### **7.12 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. However Guidance 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. In such a case, Guidance 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 at its discretion may cancel the order placed on the Selected Consultant without giving any notice.

### **7.13 Force Majeure**

The failure of a Party to fulfill any of its obligations shall not be considered to be a breach of, or default in so far so 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 minimize 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 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 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.

#### **7.14 Termination for Default:**

Guidance may terminate the Contract if:

- a) The Consultant 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 may have subsequently granted in writing:
- b) The Consultant becomes insolvent or bankrupt.
- c) If the Consultant fails to comply decisions / mandate of the Guidance.
- d) Any document, information, data or statement submitted by the Consultant 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 Consultant are found to be unethical by Guidance.

The Consultant may also terminate the Contract for Default if the Guidance 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 Consultant may have subsequently agreed in writing) following the receipt by the Guidance of the Consultant'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 shall forfeit the Performance Security.



### **7.15 Termination without Default:**

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

### **7.16 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. The consultant shall pay to the Client as Liquidated Damages a sum of one percent (1%) of the total contract value for each week of delay or part thereof if the delay is solely attributable to the Consultant. The penalty will be deducted from the next due payment. This provision will be without prejudice to the right of Guidance to exercise its right to terminate the contract and claim damages.
- ii. However, the total liability of the Consultant / Bidder as per this clause shall not exceed 25% of the total contract value.

### **7.17 Discretionary Powers**

Guidance, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- i. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- ii. consult with any Applicant in order to receive clarification or further information;
- iii. retain any information and/or evidence submitted to Guidance by, on behalf of and/or in relation to any Applicant; and/or
- iv. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

### **7.18 Indemnity**

It shall be deemed that by submitting the Proposal, the Applicant agrees

and releases Guidance, its employees, Consultants and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

### **7.19 Confidentiality**

All documents and other information supplied by Guidance or submitted by an Applicant shall remain or become, as the case may be, the property of Guidance. Applicants are required to treat all such documents and information as strictly confidential. Guidance reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record. The Applicant may retain such portion of the Confidential Information that is required for compliance with its statutory, regulatory or professional conduct obligations.

### **7.20 Period of Consultancy**

The period for contract for scope of work in Section 3 shall be 12 months from the date of commencement of work. The scope of work for in Section 3 shall be renewable up to one further year subject to the satisfactory performance of the selected firm, as assessed by Guidance and on mutual agreement. Confirmation regarding the same shall be given by both the parties at least 15 days prior to the last date of engagement.

### **7.21 Commencement of Work**

The entire project team shall commence the work within 15 days from the issue of letter of award of the contract.

### **7.22 Availability of Project Team**

The Project Team shall be physically available at the offices of Guidance (as required by Guidance) on all the working days of the Government of Tamil

Nadu, and on public holidays also as and when necessary as required by Guidance. This is necessary since the Project Team needs to support Guidance continuously throughout the period of the consultancy. The attendance of the personnel will be monitored by Guidance. All the personnel of the Project Team shall necessarily put in not less than 22 working days in any calendar month. The leave office policy of Guidance shall be applicable for the team proposed on the project.

### **7.23 Replacement of the personnel**

Change of personnel shall not be permitted. The Guidance may on specific application allow the Applicants to replace the personnel deployed with prior notice of at least 15 (fifteen) days in the subsequent years. It may be noted that Guidance may require the Applicant to replace any of the personnel deployed by said Applicant prior to relieving the personnel. The Consultancy Firm shall then have to propose 3 (three) names for replacement duly furnishing the qualifications and experience of the said personnel meeting the criterion in this document. The said qualifications and experience shall be as provided at the time of submission of RFP. Guidance will have the option of choosing from amongst them after due interaction, if considered necessary by Guidance and at the cost of the Consultancy Firm. The personnel shall be only relieved after due knowledge transfer to the new personnel with an overlap period of 1 week.

### **7.24 Performance Reviews**

Guidance shall review any or all the Key Personnel of the Consultancy Firm, any or all of the documents, and advice forming part of the Consultancy, in meetings and conferences which will be held by Guidance on a quarterly basis. The Project Lead and/or respective personnel shall be available as required by Guidance and make formal presentations to Guidance on the work done. They shall be available for periodic/regular review, as required by Guidance.

### **7.25 Payment Schedule**

The payments will be made to the successful Consultant Firm after completion

of every month on submission of, a monthly report of deliverables submitted to Guidance for that particular month, time and attendance statement for that particular month and invoice (in duplicate), by the said Consultant Firm, within a period of 15 days.

### **7.26 Dispute Resolution**

In case of any disputes, the Selected Applicant and Guidance shall try to resolve it amicably. The Selection Process and the Agreement shall be governed by, and construed in accordance with, the laws of India and the Courts of Chennai shall have exclusive jurisdiction in respect of all disputes arising under, pursuant to and/or in connection with the Selection Process and the Agreement.

### **7.27 Liability**

Notwithstanding anything contained in the contract, Guidance agrees that the Consultant shall not be liable to Guidance, for any losses, claims, damages, liabilities, cost or expenses ("Losses") of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Consultant. In no event shall the Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract.

\*\*\*\*\*

## **8. Annexures - Standard Forms for Technical & Financial Proposal**

- 8A.** Technical Proposal submission form
- 8B.** Format for Power of Attorney for authorized signatory
- 8C.** Format for submission of information towards eligibility criteria
- 8D.** Format for providing a summary of experience of the Applicant
- 8E.** Format for providing experience of the consultant for technical evaluation
- 8F.** Team composition and task assignments
- 8G.1.** Format of Curriculum Vitae of proposed professional staff
- 8H.** Description of the methodology and work plan for performing the assignment
- 8I.** Format for Financial Proposal Submission Form
- 8J.** Financial Proposal – Summary of Costs

**8A. Technical Proposal Submission Form**

[Location, Date]

From: (Name of Firm)

TO: (Guidance)

**Subject: -----, Tamil Nadu– Appointment of Consultant for Implementation of Ease of Doing Business Initiatives in the State of Tamil Nadu.**

Being duly authorized to represent and act on behalf of ..... (hereinafter referred to as "the Applicant"), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of \_\_\_\_\_ (Name of Applicant) for the captioned Project in one (1) original and one (1) copy, with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of **120 days** from \_\_\_\_\_ (insert Proposal Submission Date).

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Applicant or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

**8B. Format for Power of Attorney for Authorized Signatory<sup>1</sup>**

We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ..... , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for RFP and submission of our bid for the ..... Project proposed or being developed by the ..... (the "Client") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre Bid meeting and other conferences and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Client in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into the Agreement with the Client.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2.....

For .....

---

<sup>1</sup> To be submitted in original.

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*



## 8C. Format for Submission of Information Towards Eligibility Criteria

(To be filled, signed and attached)

### DETAILED INFORMATION ABOUT THE CONSULTANTS

Sl. No.	ITEMS	DETAILS	
i)	Name of the Company		
ii)	Legal Status		
iii)	(a)Postal address of the Registered (b)Telephone no.(s) (c)Fax No.(s) (d) Website, (e)Email	(a) (b) (c) (d) (e)	
iv)	(a) Name of the authorized representative (b) Designation and postal address (c) Telephone	(a) (b) (c)	
v)	Year of incorporation of the company under the Companies Act		
vi)	Banker's Name and Address		
vii)	Registration Number (under companies Act)		
viii)	Permanent Account Number (PAN) for Income Tax		
ix)	GST details		
x)	Annual turn over the last three completed financial years	Financial Year	Annual Turnover (Rs. Crore)
		FY2022-23	
		FY2021-22	
		FY2020-21	

Signature, Name & Designation of the Authorized Signatory

The following documents shall be provided to demonstrate eligibility

- Copy of registration certificate issued by registrar of

companies/firms

- Copy of GST Certificate
- Copy of audited Balance Sheet along with Profit and loss Account statement of the firm for the last three financial years (Year 2022-23, Year 2021-22 & Year 2020-21)
- Auditor's certificate for annual average turnover for the last three financial years (mentioned above) in the following format

### **Certificate from the Auditor**

This is to certify that (**NAME OF THE CONSULTANT**) has registered annual turnover against the respective years on account of fees from professional advisory services/management consultancy services excluding audit and tax services.

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the authorized signatory)

### **8D. Format to Demonstrate Technical Eligibility**

(To be filled, signed and attached)

Please list the experience as specified in Section 5.1. in following format:

<b>Sl. No.</b>	<b>Duration</b>	<b>Assignment name/ &amp; brief description of main deliverables/ outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Approx. Contract value (in INR equivalent)/ Amount paid to your firm</b>	<b>Role in the Assignment</b>
	{e.g., Jan.2009– Apr.2010}	{e.g., "Improvement quality of.....": designed master plan for rationalization of .....; }	{e.g., Ministry of ....., country}	{e.g., Rs. 1 crore/Rs. 1.5 crore}	{e.g., Lead partner in a JV A&B&C}
	{e.g., Jan-May 2008}	{e.g., "Support to sub-national government....." : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., Rs. 1 crore/Rs. 1.5 crore}	{e.g., sole Consultant}

Signature of Authorized Representative of the Applicant

Note:

Documents verifying the claim as per technical eligibility including the letter of award / work order / contract and / or successful completion from the client, as applicable, shall be provided for all projects listed above. The certificates enclosed as proof should show the project year/date clearly.

## **8E. Format for Providing Experience of the Consultant for Technical Evaluation**

### **Relevant Services Carried Out**

Please list the experience as specified in Section 6.4. in following format:

(Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.)

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/entity (Profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (In Rs./ US\$):
Name of Associated Consultants, if any:		No. of Months of Professional Staff, provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Note: Documents verifying the experience including the letter of award / work order / contract / successful completion certificate from the client, as applicable shall be provided for all projects listed above. The certificates enclosed as proof should show the project year/date clearly.

**8F. Description of the Methodology and Work Plan for Performing the  
Assignment  
(WITH DETAILED WORK SCHEDULE)**

Please provide a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing.

Suggested structure of your Technical Proposal:

- a) Technical Approach and Methodology
  - b) Work Plan
  - c) Organization and Staffing
- 
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
  - b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by Guidance), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
  - c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

## WORK SCHEDULE AND PLANNING FOR DELIVERABLES

---

	Deliverables <sup>1</sup> (D-..)	Months					
		1	2	3	.....	n	TOTAL
<b>D-1</b>	{e.g., Deliverable #1: Report A						
	1) data collection						
	2) drafting						
	3) inception report						
	4) incorporating comments						
	5) delivery of final report to Client}						
<b>D-2</b>	{e.g., Deliverable #2:.....}						

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

**8G. Format of Curriculum Vitae (CV) for Proposed Project Team**

1. Name				Photo of the Expert
2. Position				
3. Date of Birth				
4. Education	From	To	University/ College Name	Degree
5. Employment Record	From	To	Company	Position Held
6. Total Years of Experience				
7. Years of Experience Relevant to the proposed role				
8. Brief Profile				
9. Languages known with competency	Language	Read	Write	Speak
10. Work Undertaken that Best Illustrates Capability to Handle the Task Assigned				
<div style="border: 1px solid black; padding: 5px;"> Name of assignment of project:  Year: From:      To:  Location:  Client:  Main project features: </div>				

Positions held: Activities performed:
Name of assignment of project: Year:            From:            To: Location: Client: Main project features: Positions held: Activities performed:
i. List of Publications (if any)
<p>Certification</p> <p>I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p> <p>Additionally, I also certify that I shall be available for the entire duration of the contract.</p> <p>Signature of staff member          Date:</p>



## 8H. Team Composition and Task Assignments

### 1. Key Staff and Advisory & Support Staff

<b>S. No</b>	<b>Name</b>	<b>Proposed Position</b>	<b>Summary of tasks to be performed in the assignment</b>	<b>Total time-input (in Months)</b>
1.				
2.				
3.				
4.				
5.				
6.				
7.				

(Please add more rows if required)

Note:

Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

**8I. Financial Proposal Submission Form**

[Location, Date]

From: (Name of Firm)

To: (Guidance)

\_\_\_\_\_  
\_\_\_\_\_

**Subject:-----**

We, the undersigned offer to provide the consulting services for the above in accordance with your Request for proposal dated **xxxxx** and our proposal (Technical and Financial proposal) dated xxxxx. Our attached financial proposal is for the sum of **Rs..... (Figures) (Rupees. Words only/-)**.This amount is inclusive of all applicable taxes and expenses (except Goods and Service Tax) estimated at INR ..... (Figs) (Rupees. Words only/-) after careful analysis of cost involved for the performance of the complete work considering all parts of the Bidding Document. The Goods and Services Tax rate applicable is ....%.

Our financial proposal is binding upon us up to expiring of validity period of the proposal, **i.e. date xxx.**

We undertake that, in competing 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 that you are not bound to accept any proposal you receive.

Lump sum fee for providing services including out of pocket expenses and all other expenses, including all applicable taxes (excluding GST)	Fee in Rs. figure. (Rupees in words)
---	--------------------------------------

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Firm:

Address:

### 8J. Financial Proposal – Summary of Costs

<b>PRICE SCHEDULE</b>								
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #
SI. No.	Item Description	Number of Resource	Units	Sub Total	Time Input in month	BASIC RATE Per Person per Month remuneration In <b>Figures</b> To be entered by the Bidder <b>Rs. P</b>	<b>TOTAL AMOUNT</b> in <b>Rs. P</b>	<b>TOTAL AMOUNT</b> In Words
1	2	4	5	6	7	13	53	55
1	<b>Remuneration</b>							
1.01	Team Leader	1.00	Nos		10		0.00	INR Zero Only
1.02	Functional Consultant-1	1.00	Nos		12		0.00	INR Zero Only
1.03	Functional Analyst-1	1.00	Nos		12		0.00	INR Zero Only
1.04	Funtional Analyst-2	1.00	Nos		12		0.00	INR Zero Only
1.05	IT Project Management Expert	1.00	Nos		5		0.00	INR Zero Only
1.06	Ease of Doing Business Expert	1.00	Nos		5		0.00	INR Zero Only
2	<b>Total Remuneration</b>			0.0000				
2.01	GST 18%					0.00	0.00	INR Zero Only
<b>Total in Figures</b>							<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>						