



Request For Proposal
for
**‘Selection of Consultant in Jharkhand Industrial Area
Development Authority (JIADA) for Development of
Industrial Areas, Promotion of Industries and reforms
in Land Allotment Process’**

29th May, 2023

Letter No. 287

Dated: 25.05.2023

Retender Notice
Short Term NIT No.: JIADA/03/2023-24(3rd Call)

Request for Proposal
For
‘Selection of Consultant in Jharkhand Industrial Area Development Authority (JIADA) for Development of Industrial Areas, Promotion of Industries and reforms in Land Allotment process’

The JIADA invites technical and financial proposals from management consultancy firms. The document can be downloaded from the <https://www.jiada.co.in/tenders.php> and <https://jharkhandtenders.gov.in/>. Response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties. The RFP/tender document cost of INR 5,000/- + 900/- (G.S.T.) = Rs. 5,900/- (Rupees Five Thousand and nine hundred only) (through Demand Draft only) is to be paid using <https://jharkhandtenders.gov.in/> only.

Disclaimer

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by Jharkhand Industrial Area Development Authority hereinafter referred to as JIADA, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not purport to contain all the information each Bidder may require.

This RFP document may not be appropriate for all persons, and it is not possible for the JIADA, their employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

JIADA, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

JIADA may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

1. Fact Sheet

S.No	Particulars	Details
1	Publishing of RFP/ Tender on website	May 29, 2023
2	Period of downloading and Submission of tender	Start date: 29 th May, 2023 to End date 13 th June,2023, 3:00 PM
6	Technical proposal opening	15 th June, 2023, 3.30 PM
7	Presentation on approach & methodology	19 th June2023 at 3:00 PM
8	Financial Bid Opening	To be notified
9	Cost of Tender	INR 5,000/- + 900/- (GST) = 5,900/- in Form of Demand Draft in favour of JIADA, Ranchi (to be submitted physically latest by 1.00 PM on 15 th June 2023)
10	Earnest Money Deposit (EMD)	INR 5,00,000/- (Rupees five lakhs only) in form of Demand Draft in favour of JIADA OR Bank Guarantee in favour of M.D JIADA (to be submitted physically latest by 1.00 PM on 15 th June 2023)
11	Website for downloading Tender Documents	https://www.jiada.co.in/tenders.php . https://jharkhandtenders.gov.in/
12	Mode of submission of Tender	Onlinethrough https://jharkhandtenders.gov.in/
13	Name and Address of Office inviting Tender	Secretary, JIADA, 3 rd Floor, JIADA Bhawan, Namkum, Lowadih,Ranchi, Jharkhand-834010, Mobile:+919431386208Website: www.jiada.co.in Email: mdjiada@gmail.com

Note:

- JIADA reserves the right to change any schedule of bidding process. Please visit JIADA website mentioned in document regularly for any update regarding the same.
- JIADA reserves the right to terminate the bid process at any time without assigning any reason.
- Proposals must be received not later than time, and date as mentioned above. Proposals that are received after the last date and time will not be entertained.

2. Background Information

2.1 Introduction

Jharkhand Industrial Area Development Authority (JIADA) is the anchor industrial area development Authority of Jharkhand. JIADA is actively engaged in developing Industrial Infrastructure, allotment of land for establishment of industrial units and promoting Industrial Progress by developing & maintaining Industrial Areas, and Industrial Parks and fostering an investor-friendly climate within the State.

2.2 Objective

JIADA intends to engage a consultancy agency of international repute (Consultant) for providing necessary support to JIADA, in accordance with the provisions of the RFP, for a period of 3 Years (extendable for further two year on mutually agreed terms and conditions) and serving the primary objective of assisting JIADA in developing state of the art industrial estates and promoting investments in the areas/estates of JIADA.

3. Eligibility Criteria

3.1 Eligibility requirements for the Consultant

The Bidder must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the RFP/Tender documents. The Bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the Services. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document. The invitation to Proposal is open to all Bidders who qualify the eligibility criteria as given below:

Criteria	Requirements	Documentary Evidence
Legal Entity	The bidder should be a single Business Entity. (Any kind of Joint Venture or consortium is not allowed either in scope of work or team). For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act 1956/2013, or a Limited Liability Partnership firm registered under the Limited Liability Partnership Act of 2008 and operating for the last 10 years in Business Consulting as of March 31,2023.	Certificates of Registration/ Incorporation.
Turnover from Government Consulting	The bidder should have a minimum annual turnover of INR100crore from Government/Public Sector consulting services in	Certificate from statutory auditor or a Practicing Chartered Accounting.

Criteria	Requirements	Documentary Evidence
Services	India in each of the 3 financial years for FY 19-20, 20-21 and 21-22.	
Bidder Experience	Minimum five years of experience as Lead Consultant for Department for industries or industrial area authorities/Government industrial corporation in minimum 3 State Governments/UTs of India.	Letter of Award/Work Order/Contract Agreement/Completion Certificate
Software Development Experience	Bidder should have experience of Implementation of large-scale IT project of value not less than 10 crore in last 10 years	Project Details Work Order Completion Certificate for completed projects
Quality Certification	Bidder should be CMMi Level 3 and ISO 27001: 2013 certified	Copy of valid certificate
Blacklisting	The Bidder should not be blacklisted / banned/debarred by any State Government/UT or Central Government entity / PSU as on bid submission date.	Self-certification. False certification and/or non-disclosure will lead to forfeiture of the EMD and disqualification from the evaluation process and blacklisting by the State of Jharkhand.

4. Instructions to the Bidders

4.1 General conditions of contract

- a) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by JIADA based on this RFP.
- b) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the JIADA. Any notification of preferred Bidder status by the JIADA shall not give rise to any enforceable rights by the Bidder. The JIADA may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the JIADA.
- c) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

4.2 Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP and Contract have the following meanings:

- a) Bidder means firm/ company who submits proposal in response to this Request for Proposal document.
- b) Consultant or Advisor means the firm/ company, selected through competitive tendering in pursuance of this RFP, for providing the services under the Contract.
- c) JIADA 'means Jharkhand Industrial Area Development Authority' (JIADA).
- d) Contract means the Contract entered into by the parties for providing the services.
- e) Personnel means professional and support staff provided by the Consultant to perform Services to execute an assignment and any part thereof.
- f) Proposal means proposal submitted by Bidders in response to the RFP issued by the JIADA for appointment of consultant.
- g) Services means the work to be performed by the Consultant pursuant to this RFP and to the Contract to be signed by the parties in pursuance of any specific assignment awarded by the JIADA.

4.3 Complaint Tenders/ Completeness of Response

- a) Bidders are advised to study all instructions, forms, requirements, annexure and other information in the RFP documents carefully. Submission of the bid/ Proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - Comply with all requirements as set out within this RFP.
 - i. Submit the forms as specified in this RFP and respond to each element in the order asset out in this RFP.
 - ii. Include all supporting documentations specified in this RFP.
- c) The Proposals must be complete in all respects, Indexed. The page numbers must be clearly marked on each page and cross reference be indicated on the Index Page. All the proposals should be submitted through hardcopy as given in the section 4.5.4 within due date. The bidder should submit all original documents and hard bound copy of proposals to the JIADA at the time of technical presentation.
- d) In case of any difference between the proposal submitted online and hard bound proposal, the proposal submitted online shall be considered valid.

4.4 Pre - bid meeting and clarifications

4.4.1 Bidder Queries

- a) JIADA shall invite queries from Bidders as per the details mentioned in the Fact Sheet of this document.
- b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to JIADA by email (Word File Only) on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document through the e-mail of only authorized representative of the Bidder. The queries should necessarily be submitted in the following format:

Section/ Page No.	Content of RFP requiring clarifications	Change/ Clarification Requested	Remark

- c) JIADA shall not be responsible for ensuring that the Bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by JIADA.
- d) The purpose of query clarification is to provide the Bidders with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, JIADA reserves the right to hold or re-schedule the Pre-Bid meeting.

4.4.2 Response to pre-bid Queries and Issue of Corrigendum

- a) The Officer will provide timely response to the queries. However, JIADA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does JIADA undertake to answer all the queries that have been posed by the Bidders.
- b) At any time prior to the last date for receipt of bids, JIADA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c) The Corrigendum (if any) and clarifications to the queries from all Bidders will only be uploaded on the website of JIADA.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, JIADA may, at its discretion, extend the last date for the receipt of Proposals.

4.5 Key requirements of the Bid

4.5.1 Mode of submission of Tender

Bid has to be submitted Online through <https://jharkhandtenders.gov.in/> however Tender Document fee and EMD have to be submitted physically on or before the deadline of date and time as mentioned in the fact sheet.

4.5.2 Rights to terminate the process

- a) JIADA may terminate the RFP process at any time and without assigning any reason. JIADA make no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by JIADA. The Bidders 'participation in this process may result JIADA selecting the Bidder to engage towards execution of the Contract.

4.5.3 Tender Document Fee

- a) Cost of tender/bidding document in the shape of Demand Draft issued by any nationalized /scheduled Indian after the date of publication of NIT, in favour of JIADA, payable at Ranchi.
- b) Tender Document fee has mandatorily to be submitted physically on 15th June 2023 at 1.00 PM.
- c) Proposals received without or with inadequate Tender Document fees shall be rejected.

4.5.4 Earnest Money Deposit

- a) EMD of INR 5,00,000/- (Rupees Five Lakhs Only), in the shape of Demand Draft in favour of JIADA or Bank guarantee in favour of M.D JIADA, Ranchi, in prescribed Performa as per annexure from any schedules/nationalized bank and valid for 120 (one hundred twenty) days from the date of receipt of tender.
- b) EMD has mandatorily to be submitted physically by 15th June, 2023 at 1.00 PM.
- c) EMD of all unsuccessful Bidders would be refunded by JIADA within 60 Days of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure-IV.
- d) EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- e) The bid/ Proposal submitted without EMD, mentioned above, will be summarily rejected.
- f) The EMD may be forfeited:
 - i) If a Bidder withdraws its bid during the period of bid validity.
 - ii) In case of a successful Bidder, if the Bidder fails to sign the Contract in accordance with this RFP.

4.5.5 Submission of Responses

- a. Technical Bid (containing)
 - i. EMD, Power of Attorney and Tender Document Fees
 - ii. Cover letter and Eligibility Criteria as detailed in Section 3
 - iii. Technical Proposal
- b. Financial Bid (containing)
 - i. Cover Letter
 - ii. Financial Proposal

4.5.6 Authentication of Bids

The Proposal should be accompanied by a power-of-attorney or Board Resolution in the name of the signatory of the Proposal as per Annexure mentioned in this RFP.

4.6 Preparation and Submission of Proposal

4.6.1 Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of Proposal, in providing any additional information required by JIADA to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. JIADA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.6.2 Language

The Proposal should be filled by the Bidders in English language. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

4.6.3 Late Bids

- a) Original hard copy of Tender Document fees and EMD received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b) The bids submitted by telex/telegram/fax/e-mail etc. **shall not** be considered. No correspondence will be entertained on this matter.
- c) JIADA shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

- d) JIADA reserve the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

4.7 Evaluation Process

- a) JIADA will constitute a Tender Committee to evaluate the responses of the Bidders.
- b) The tendercommittee constituted by the JIADA shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- c) The decision of the Tender Committee in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of evaluation with the Committee.
- d) The Tender Committee may ask for meetings with the Bidders to seek clarifications on their Proposals.
- e) The TenderCommittee reserves the right to reject any or all Proposals on the basis of any deviations.
- f) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under the Evaluation and Selection 'section.

4.7.1 Tender Opening

The Proposals submitted up to date and time mentioned in this RFP document by Tender committee authorized by JIADA, in the presence of such of those Bidders or their representatives who may be present at the time of opening. The representatives of the Bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the Proposal.

4.7.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

4.7.3 Tender Evaluation

Tender evaluation and Bidder Selection will be carried out as per the specifications mentioned in the Section on Evaluation and Selection.

4.8 Modification and withdrawal of Bids

- a) The Bidder is allowed to modify or withdraw its submitted Proposal any time prior to the last date prescribed for receipt of bids, by giving a written notice to the JIADA.
- b) Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.

- c) The Bidders cannot withdraw the Proposal in the interval between the last date for receipt of bids and the expiry of the Proposal validity period specified in the Proposal. Such withdrawal may result in the forfeiture of its EMD from the Bidder.
- d) Any document submitted after the last date of bid submission shall not be considered in any case.

4.9 Proposal Forms

Wherever a specific form is prescribed in the Proposal document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information. For all other cases, the Bidder shall design a form to hold the required information.

4.10 Local Conditions

- a) Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the Contract and/or the cost.
- b) The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the Contract after issue of letter of Award as described in the bidding document. The JIADA shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c) It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the Proposal. No claim, what-so-ever, including that for financial adjustment to the Contract awarded under the bidding document will be entertained by the JIADA. Neither any change in the time schedule of the Contract nor any financial adjustments arising there-of shall be permitted by the JIADA on account of failure of the Bidder to know the local laws/ conditions. The Bidder is expected to visit and examine and study the location of Govt. offices and its surroundings and obtain all information that may be necessary for preparing the Proposal at its own interest and cost.

4.11 Contacting JIADA

Any effort by a Bidder to influence the evaluation, and comparison or contract award decisions may result in the rejection of the Proposal.

4.12 Eligibility Criteria

The Bidder shall meet the criteria for eligibility mentioned in the Tender document. The Bidder must have registration certificate, registration under Labor Laws, Contract Act, valid GST registration certificate and valid service tax registration certificate, whichever is applicable, for this Tender.

4.13 Tentative Schedule of Events

Tentative schedule of events regarding this tender shall be as per the dates and times mentioned in Section-1: of Fact Sheet.

4.14 Opening of Proposal

First, The Technical bid will be opened. The Financial bid may be opened in presence of technically qualified Bidders. The Evaluation Committee or its authorized representative will open the tenders. Sequence of opening is as follows:

- a. Technical Bid
- b. Financial Bid

4.15 Deciding Award of Contract

- a) The JIADA reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening the Financial Proposal. The Bidder shall furnish the required information to JIADA and its appointed representative on the date asked for, at no cost to JIADA. The JIADA may at its discretion, visit the office of the Bidder any-time before signing of Agreement.
- b) JIADA shall inform those Bidders whose Proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Financial Proposals will be not opened after completing the selection process. JIADA shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, informing the date and time set for opening of Financial Proposals. The notification may be sent by mail.
- c) The Bidder 's name, the Proposal Price, the total amount of each Proposal and other such details as the Tendering Authority may consider appropriate, will be announced and recorded by the JIADA at the opening of bid.
- d) After acceptance of LoA, Performance Security shall be deposited as specified in this document for signing an Agreement with JIADA.
- e) Special Condition for Awarding the Agreement:
 1. JIADA will sign the Agreement with Successful Bidder for a period as mentioned in Duration of Contract 'in the document.
 2. JIADA, in exceptional circumstances, may extend the Agreement for a time period beyond what has been specified in Duration of Contract 'in the document on mutually agreed terms and conditions.
 3. JIADA will also have the right to provide extension/increase in the scope of work as per mutually agreed terms and conditions between bot the parties.
 4. JIADA will have the right to ask for additional Team members beyond what has been specified in this RFP, subject to cost approvals.

4.16 Confidentiality

- a) As used herein, the term —Confidential Informationl means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the Services hereunder are the Confidential Information of the Bidder.
- b) The Bidder shall keep confidential, any information related to this RFP/tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this RFP/tender and shall not be disclosed to any third party for any reason what-so-ever.
- c) At all-time of the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees are given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms no less onerous than those contained under this RFP/tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- d) The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e) The obligations of confidentiality under this section shall survive rejection of the Contract.

4.17 Publicity

Any publicity by the Bidder containing the name of JIADA should be done only with the explicit written permission from JIADA.

4.18 Execution of the Agreement

After acknowledgement of the LoA by the selected Bidder, a performance guarantee of 5% of Total Professional Fee has to deposit in the form of FDR/TDR/BG of any nationalized/scheduled bank in the name of JIADA. The performance guarantee shall be valid for period of 6 months beyond the duration of Contract as specified in the RFP document. The Consultant shall sign the Agreement within thirty days from the issue of LoA.

Agreement is mutually extendable post the completion of the initial term.

4.18.1 Performance Guarantee

The successful Consultant/Company/Firm shall furnish the Performance Guarantee as stipulated in the section Contract Performance Guarantee ‘in this document.

4.19 Duration of Contract

The initial engagement shall be for 3 years, and it can be extended up to 2 year upon review of performance of consultant and on mutually agreed terms and conditions.

4.20 Terms and Conditions: Applicable Post Award of Contract

4.20.1 Termination Clause

1. JIADA may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Bidder to rectify the breach):
2. If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by JIADA; or
3. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or
4. If the selected Bidder, in the judgment of the JIADA, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract; or
5. If the selected Bidder commits breach of any condition of the Contract; or
6. If JIADA terminates the Contract in whole or in part, proportionate amount of Performance Guarantee shall be forfeited.

4.20.1.1 Termination for Default

- a) JIADA may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Bidder to rectify the breach):
- b) If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by JIADA; or
- c) If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of Service or any extension granted thereof; or

- d) If the selected Bidder, in the judgment of the JIADA, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- e) If the selected Bidder commits breach of any condition of the Contract
- f) If JIADA terminates the Contract in whole or in part, amount of Performance Guaranteeshall be forfeited.

4.20.1.2 Termination for Insolvency

JIADA may at any time terminate the Contract by giving a written notice of at least 30 days to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to JIADA.

4.20.1.3 Termination for Convenience

- a) JIADA, by a written notice of at least 30 days sent to the selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for JIADA 's convenience, the extent to which performance of the selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b) In such case, JIADA will pay for all the pending invoices as well as the work done till that date by the Consultant.
- c) Depending on merits of the case the selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the Contract if any due to such termination.
- d) Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

4.20.1.4 Termination by JIADA

- a) The JIADA may, by not less than 30 days written notice of termination to the Technical Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 1. The selected Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within twenty (20) days of receipt of such notice of suspension or within such further period as the JIADA may have subsequently granted in writing;

2. The selected Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
 3. The selected Bidder fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
 4. The selected Bidder submits to the JIADA a statement which has a material effect on the rights, obligations or interests of the JIADA and which the selected Bidder knows to be false.
- b) Any document, information, data or statement submitted by the in its Proposals, based on which the selected Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or as the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
 - c) If the JIADA would like to terminate the Contract for reasons not attributable to the selected Bidder 's performance, they will need to clear all invoices for the Services up to the date of their notice along with 1 month fee pro-rata fee out of the total fee.
 - d) If the JIADA would like to terminate the Contract for reasons attributable related to the selected Bidder 's performance, the government will give a rectification notice for 3 months to the Consultant/ Advisor in writing with specific observations and instructions.

4.20.1.5 Termination by the selected Bidder

- a) The selected Bidder may, by not less than 30 days written notice to the JIADA, such notice to be given after the occurrence of any of the events, terminate this Agreement if.
 1. JIADA is in material breach of its obligations pursuant to this Agreement and has not remedied the same within twenty (20) days (or such longer period as the Technical Consultant may have subsequently agreed in writing) following the receipt by the JIADA of the selected Bidder's notice specifying such breach
 2. If there are more than 2 unpaid invoices and JIADA fails to remedy the same within 45 days of the submission of the last unpaid invoice
 3. As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
 4. The JIADA fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
 5. Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by JIADA to the selected Bidder within 30 days of the Contract termination.

4.20.1.6 Consequences of Termination

- a) In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated term of the Contract or otherwise], JIADA shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- b) Nothing herein shall restrict the right of JIADA to invoke the JIADA Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available JIADA under law or otherwise.
- c) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

4.20.2 Liquidated Damage

- a) Notwithstanding JIADA's right to cancel the order, Liquidated Damages (LD) for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the contract. No Damage will be charged in case of force majeure beyond control of the Bidder.
- b) Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case maybe.
- c) JIADA reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by JIADA to the Bidder. Liquidated damages will be calculated on per week basis.
- d) The cumulative and aggregate limit of LD for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total Professional Fee. The aggregate liability of the Consultant/Advisor shall in no event exceed the 10% of the total value of the fee received under this Contract.

4.20.3 Dispute Resolution Mechanism

The JIADA and the Consultant shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute, arising between them under supply order, failing which the matter may be referred to the arbitration council as per Arbitration Act.

4.20.4 Notices

Notice or other communications given or required to be given under the Contract shall be in writing and shall be e-mailed followed by registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

4.20.5 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or JIADA as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- a) Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- b) Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- c) Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or JIADA shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of Contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the Contract.

Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Proposal and/ or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The JIADA will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to

provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

4.20.6 Failure to agree with Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event JIADA may award the contract to the next best value Bidder or call for new Proposals from the interested Bidders or invoke the PBG of the most responsive Bidder.

4.21 Deployment

The proposed team should be stationed in Ranchi, or any location as decided by the JIADA for the entire project period as per the requirements of the RFP. The team will be deployed within maximum of 20 days of the award of contract. The proposed team has to follow the working hours, working days and Holidays of State Government of Jharkhand.

Physical office space will be provided by the JIADA and other facilities in this office like Laptop and data cards will be arranged by selected bidder.

4.22 Contract Performance Guarantee

- a) Within 20 days after the receipt of notification of award of the Contract from JIADA, the successful Bidder shall furnish Contract Performance Guarantee to JIADA, which shall be equal to 5% of Total Professional Fee and shall be in the form of a Bank Guarantee Bond from any Nationalized Bank/Scheduled bank in the Performa given here-in-after in this document valid for period of 6 months beyond the duration of Contract as specified in the document.
- b) The proceeds of the performance guarantees shall be payable to the Purchaser as compensation for any loss/penalties resulting from the Suppliers failure to complete its obligations under the Contract.
- c) The performance guarantee will be discharged by the purchaser and returned to the Supplier within 60 days following the date of completion of the Suppliers performance obligations, including any warranty obligations under the Contract.

4.23 Statutory Requirements

During the tenure of this Contract, nothing shall be done by the Selected Bidder in contravention of any law, act and/or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep JIADA indemnified in this regard.

4.24 Contract Administration

- a) Either party may appoint any individual/organization as its authorized representative through a written notice to the other party. Each Representative shall have the authority to;
1. Exercise all of the powers and functions of his/her Party under this Contract, other than the power to amend this Contract and ensure proper administration and performance of the terms hereof; and
 2. Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
 3. The Selected Bidder shall be bound by all undertakings and representations made by the authorized representative of the Selected Bidder and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.
 4. For the purpose of execution or performance of the obligations under this Contract, the JIADA representative would act as an interface with the nominated representative of the Selected Bidder. The Selected Bidder shall comply with any instructions that are given by the JIADA representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.
 5. A committee comprising of representatives from JIADA, and the Selected Bidder shall meet on a quarterly basis or as desired by JIADA to discuss any issues/bottlenecks being encountered. The Selected Bidder shall draw the minutes of these meetings and circulate to JIADA.

4.25 Right of Monitoring, Inspection and Periodic Audit

The JIADA reserves the right to inspect and monitor/ assess the progress/ performance at any time during the course of the Contract, after providing due notice to the Selected Bidder. The JIADA may demand, and upon such demand being made, the selected Bidder shall provide with any document, data, material or any other information required to assess the progress of the project. The JIADA shall also have the right to conduct, either itself or through any another consultant/ advisor as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/ functions in accordance with the standards committed to or required by the JIADA and the Selected Bidder undertakes to cooperate with and provide to the JIADA/ any other Consultant/ Advisor/ Agency appointed by the JIADA, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the Selected Bidder failing which the JIADA may, without prejudice to any other rights that it may have, issue a notice of default.

4.26 JIADA's Obligations

The JIADA representative shall interface with the Selected Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

JIADA shall ensure that timely approval is provided to the selected Bidder, where deemed necessary, which should include diagram/plans and all specifications related to Services required to be provided as part of the Scope of Work.

JIADA shall provide functional office space to the Project Team in its premises equipped with Internet and Printer etc. facilities.

4.27 Information Security

The Selected Bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the JIADA, out of premises, without prior written permission from the JIADA.

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by JIADA, whichever is earliest, return any and all information provided to the Selected Bidder by JIADA, including any copies or reproductions, both hard copy and electronic.

4.28 Indemnity

The Selected Bidder shall execute and furnish to JIADA, a Deed of Indemnity in favour of the JIADA in a form and manner acceptable to the JIADA, indemnifying JIADA from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

- a) Negligence or wrongful act or omission by the Selected Bidder or it's team or any agency/ Third Party in connection with or incidental to this Contract; or
- b) Any breach of any of the terms the Selected Bidder 's Proposal as agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/ Third Party.
- c) The indemnity shall be to the extent of Total Professional Fee in favor of JIADA.

4.29 Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account what-so-ever throughout the period of the engagement. JIADA however reserve the right to review and negotiate the charges payable.

4.30 Special Conditions of Contract

Amendments of, and Supplements to, Clauses in the General Conditions of Contract.

4.31 Payment Schedule

The payment as specified in financial format Annexure as submitted by Selected Consultant shall be made on a Monthly basis.

- a) All travel expense outside Ranchi for official purpose with the permission of competent authority shall be paid directly or reimbursed by JIADA, in such cases where arrangements are not being made by JIADA.
- b) The travel expense (boarding and lodging) outside Ranchi will be paid extra based on the actual rate of economy class airfare in case they are required to travel from Ranchi to anywhere in India and abroad. Other allowances will be payable at the rates admissible to class-1 officers of the State Government.
- c) To claim reimbursement, onsite resources need to submit the Travel Expense Claim to the JIADA along with the relevant bills/vouchers, boarding passes, tickets and hotel bills and approval from the authorized approving authority within four weeks from the date of return from the trip.
- d) Submission of hotel bills is mandatory with the Travel Expense Claim.
- e) For local travel during official visit within Ranchi, Consultants will make their own arrangements.
- f) Team members should have their own laptops and other peripherals including mobile phone. The Invoice will be submitted every month. The payment will be made within 15 days after submission of Invoice. The Selected bidder shall satisfactorily perform work as specified under the Tender to the JIADA.

4.32 Continuation of the Contract

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

4.33 Conflict of Interest

The Bidder shall disclose to JIADA in writing, all actual and potential conflicts of interest that exist, arise or may arise (for the Vendor the Bidders team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

4.34 Severance

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

4.35 Governing Language

The Agreement shall be written in English language, subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language.

4.36 “No Claim” Certificate

The Selected Bidder shall not be entitled to make any claim, whatsoever against JIADA, under or by virtue of or arising out of, the Contract, nor shall JIADA entertain or consider any such claim, if made by the Selected Bidder after it has signed a —No claim certificate in favor of JIADA in such form as shall be required by it after the work is finally accepted.

4.37 Publicity

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the JIADA first gives its written consent to the selected Bidder.

4.38 General

4.38.1 Relationship between the parties

Nothing in the Contract constitutes any fiduciary relationship between the JIADA and Selected Bidder/ Bidder ‘s Team or any relationship of employer employee, principal and agent, or partnership, between the JIADA and Selected Bidder. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract. JIADA will not be under any obligation to the Implementation Consultant ‘s/ Advisor ‘s Team except as agreed under the terms of the Contract.

4.38.2 No Assignment

The Selected Bidder shall not transfer any interest, right, benefit or obligation under the Contract without the prior written consent of the JIADA.

4.38.3 Survival

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless JIADA notifies the Selected Bidder of its release from those obligations.

4.38.4 Entire Contract

The terms and conditions laid down in the Tender and all annexure thereto as also the Proposal and any attachments/annexure thereto shall be read in consonance with and form integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

4.38.5 Governing Law

This Contract shall be governed in accordance with the laws of India.

4.38.6 Jurisdiction of Courts

The High Court of India at Ranchi, Jharkhand has exclusive jurisdiction to determine any proceeding in relation to the Contract.

4.38.7 Compliance with Laws

The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.

4.38.8 Notices

A notice means:

1. A Notice; or
2. A consent, approval or other communication required to be in writing under the Contract.

All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by prepaid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To,
The Managing Director, JIADA
3rd Floor, JIADA Bhawan, Namkum, Lowadih, Ranchi, Jharkhand-834010

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative 's Party.

4.38.9 Waiver

Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

The failure of either Party to enforce at any time any of the provisions of this Contract shall

not be interpreted as a waiver of such provision.

4.38.10 Modification

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

4.38.11 Taxes

The Bidder shall pay service and other applicable taxes, if any, imposed on the supply of Services under this Contract.

4.38.12 Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

4.39 Fraud and Corrupt Practices

4.39.1 Fraud and Corrupt Practices

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the JIADA shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the—Prohibited Practices) in the Selection Process. In such an event, the JIADA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case maybe, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- b) Without prejudice to the rights of the JIADA under Clause above and the rights and remedies which the JIADA may have under the LoA or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the JIADA during a period of 2 years from the date such Bidder, as the case may be, is found by the JIADA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case maybe.
- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

1. corrupt practice means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the JIADA who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the JIADA, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the JIADA in relation to any matter concerning the Project.
2. Fraudulent practice means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
3. Coercive practice means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process.
4. Undesirable practice means (i) establishing contact with any person connected with or employed or engaged by JIADA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or(ii) having a Conflict of Interest; and
5. Restrictive practice means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. Scope of Work

Detailed Scope of Work

Selected consultant will have to carry out the following tasks: -

Part I – Process reform of Industrial Area Services

The Consultant will have to work extensively with the JIADA to understand the current processes, acts, organizational structure, roles and responsibilities etc. which defines the operational procedures. This broadly includes:

- Examining the current policy, practices and processes for attracting investors and businesses throughout the lifecycle of JIADA related approvals.
- Identifying key bottlenecks impacting the ease of doing business pertaining to JIADA.

- Process of approval of projects in sync with the requisite norms.
- Meeting with Industry and concerned stakeholders for taking inputs regarding their problems.
- Making recommendations on changes in process for approvals, application form, types of documents required timelines etc.
- Formulating an action plan for improving the JIADA related approval process in Jharkhand as a whole in consultation with key stakeholders such as other relevant state JIADAs and industry bodies.
- Development of investor related process guidelines.
- Recommendations for implementing Ease of Doing business reforms (providing automated services with ease of approvals & NOCs pertaining to JIADA) through ICT enablement in a phased manner. A detailed phase-wise roadmap would be developed.
- Business process re-engineering for land allotment and building plan approval processes.
- Propose key changes in Land & Building regulations as per the Jharkhand Building Bye Laws-2017.
- Propose key changes in JIADA Regulation 2016 in order to make the land allotment process more simplified and transparent and effective.
- Benchmarking of other policies on parameters such as Mode of Allotment, criteria for evaluation of application, Lease Period, Use of Auto- DCR/any other such software, Defining Saturation Level, Categorization of IAs, Timelines, ERP implementation etc.
- Assistance in institutionalization of reforms, policies and standard operating procedures (SOPs) related to industrial areas through Government of Jharkhand.
- Business process re-engineering regarding all the Industrial Area services including land allotment, building plan approval, amalgamation of plot, sub-division of plot, time extension, signing of lease deed, possession of plot etc.

Part II – Assistance to Land Allotment Committee (LAC) and Project Clearance Committee

- The selected agency will place one consultant in each of the four regional offices of JIADA, namely Adityapur, Bokaro, Ranchi and santhal Pargana to provide assistance in project appraisal and scrutiny of applications received for Land Allotment
- Assistance in auction process for the land allotment in each of the regional offices of JIADA.
- Assessment to see if the project proposal is aligned with extant policy provision of the state.

Part III – Industrial Park Promotion

- The consultant will prepare strategy for economic development of Jharkhand through development of sector specific Industrial parks.
- Identify potential projects that can be positioned under different schemes to boost the economic development of Jharkhand. It shall involve identification of Greenfield and Brownfield projects and preliminary details about land availability, profile of user

- enterprises, infrastructure components required and eligibility under relevant scheme.
- Assistance/handholding to the JIADA/SPV in obtaining the grant approval from the Central government including presentation to be given at the desired forums.
- The Consultant shall carry out a detailed location and site analysis based on the higher employment creation and economic development which shall include connectivity, regulatory assessment i.e., guidelines pertaining to zoning and land use, change of land use, city development plans, FAR regulations, ground coverage, height restrictions and permissible BUA etc.
- Techno-economic feasibility of the project, site location and availability of land, project components, management arrangements, project cost and means of finance, financial analysis, sustainability aspects, impact etc.
- Assistance/handholding for hiring third party agencies through competitive bidding for preparing master plans, financial feasibility reports and DPRs for the projects involving following activities
 - Drafting of Request for Proposal(s) (RFP), Expression of Interest, Rate contract
 - Understanding and recommending possible Scope of Work for the work to be executed
 - Setting up of competitive selection and evaluation criteria for selection of JIADA vendor
 - Drafting of contract agreement in consultation with JIADA officials
 - Formulation of responses to bidder queries.
 - Assistance/handholding JIADA officials in floating e-tender and accepting online response
 - Evaluation of Bid documents
 - Project management & monitoring of the services of various vendors to enable timely completion of the project
- Activities pertaining to proposed Amritsar Kolkata Industrial Corridor (AKIC) in process formalization for formation of Special Purpose Vehicle (SPV) with National Industrial Corridor Development Corporation (NICDC) and investment promotion for upcoming Integrated Manufacturing Cluster (IMC)
- Any activity related to Industrial Park promotion under Government of India scheme and policies.

Part IV: Assistance JIADA in taking Environmental Clearance of Industrial Areas

- Assist JIADA in appointment of environmental consultant for preparation of Environmental Impact Assessment reports and Environmental Clearance reports of Industrial parks/Estates.
- Consultant will update JIADA regarding the provisions of existing Solid Waste Management Rule 2016 and any amendment or changes thereof.
- Consultant will assist JIADA in implementing SWM Rules 2016 by developing an implementation plan on the basis of site visit and inputs from various stakeholders.
- Consultant will assist JIADA in planning the implementation of various NGT orders related to industrial areas.

- Assist JIADA in availing Consent to Establish (CTE) and Consent to Operate (CTO) from Jharkhand State Pollution Control Board (JSPCB) for projects of JIADA

Note: Scope of services will not include site survey, cost analysis preparation of detailed project report and master plan.

Part V: IPA Ranking Framework

- Assistance/handholding the JIADA in achieving compliance of Industrial Parking Rating System (IPRS-2)
- Conduct gap analysis of Industrial Areas and suggest area of improvements

Part VI: Support JIADA in management of Industrial Area related services for Ease of Doing Business compliance.

- Conduct Business process re-engineering of Industrial Area services and diagnose the same in line with BRAP (ease of doing business recommendations by DPIIT).
- Provide necessary inputs on behalf of JIADA for Industrial Information System (IIS) of Department for Promotion of Industries and Internal Trade (DPIIT).
- Easing out the process of different modes of allotment of land and building plan approval.
- Promotion of JIADA Industrial parks through DPIIT portal and Industrial Park rating systems (IPRS).
- Earmarking of JIADA land bank on Geographical Information System for Ease of Doing Business (Ease of Doing Business) compliances.

Part VII: Industrial Area Development Strategy

- Based on socio-economic development and infrastructure demand in various regions of the state, the Knowledge Partner will identify the key clusters / regions/ areas to be taken up for industrial development.
- Identify the anchor sector/ industry for each cluster and envisaged infrastructure for development of a holistic ecosystem for the sector.
- Assistance/handholding JIADA in formulating the strategy and ways for increasing industrial land bank across Jharkhand.
- Assistance/handholding JIADA in development of sectoral specific parks across the States by drafting EOI 's, RFPs for hiring of technical consultants and contractors.
- Pricing Strategy and Land allotment strategy Investment Promotion. Consultant will prepare the pricing and land allotment strategy of the industrial park so that there would be early takers of the plot.

Part VIII: Sector specific industrial park policy implementation and support

- Draft implementation guidelines for Sectoral policies formulated by the State.
- To identify the area in Jharkhand which can be notified for setting of logistic parks and private Industrial Park for economic development of the State.
- Drafting SOP for monitoring of compliance of terms and conditions already for availing incentives.
- Policy related issues for submission of Government for better implementation and study and

- policies followed by various State.
- Proposal for revision of byelaws to incorporate the logistics park/private Industrial Park policy.

Part IX: Implementation and supervision of the Information and Communication Technology (ICT).

- Design, develop, host and maintain business services e.g. Land Bank, Land Allotment, Online Payment Management and other such services
- Design, develop, host and maintain post land allotment services e.g. Surrender of allotted plots, Transfer of Lease Hold Rights, Mortgage Rights, Merge Demerge Amalgamate, Change in Constitution, Change in Shareholding, Renewal of Lease of Allotted plots, Date of Production, Unit Expansion, Unit Existence & Operational Certificate etc.
- Integration with State Single Window system, India Industrial Land Bank (IILB) and other such portals as required from time to time by state department or central ministries.
- Implementation of Business Reform Action Plan (BRAP) under Ease of Doing business reforms as mandated by DPIIT

Apart from the above, selected bidder is required to provide assistance in works related to development of industrial area, promotion of industries and reforms in land allotment by as assigned JIADA from time to time.

6. Team Composition

The team for the engagement should comprise of eight (8) core team members. The team members will be deployed at JIADA on full time basis. Following should be the composition of the core team:

S. No.	Position	No.	Qualification and Experience
1	Team Leader	1	<ul style="list-style-type: none"> • MBA or Equivalent/ B.Tech/ M.Tech/ with at least 10 years of post-qualification experience comprising of minimum 5 years in industry department or industrial area authority/corporation of any state in India. • He/She should have completed the above-mentioned degree in full-time mode.
2	Policy Expert	1	<ul style="list-style-type: none"> • MBA or Equivalent/ B.Tech/ M.Tech with 7 years of post-qualification experience . • He/She should have completed the above-mentioned degree in full-time mode. • Experience of drafting industrial policies with the industry department or industrial area authority/corporation of any state in India
4	Project Appraisal Expert	4	<ul style="list-style-type: none"> • MBA or Equivalent/ B.Tech/ M.Tech with 7

	(to be deployed in each of the regional offices)		<p>years of post-qualification experience .</p> <ul style="list-style-type: none"> ● He/She should have completed the above-mentioned degree in full-time mode. ● Experience of project appraisal with the industry department or industrial area authority/corporation of any state in India
4	ICT Expert	2	<ul style="list-style-type: none"> ● MCA/ BE/B.Tech (Computer Science/Information Technology) with at least 5 years of experience in PHP and SQL server platform. ● Should have experience of working on software development projects with various state/ central governments

If at any point in time, the JIADA feels that a resource is not up to the mark, a replacement will be demanded in written and will need to be obliged within 4 weeks.

The Consultant/ Advisor are not expected to change the team from what is proposed as a part of the response to this RFP. However, if a resource needs to be changed due to unforeseen circumstances, the Consultant/ Advisor need to give it in written to the Client and only upon agreement, the replacement may be carried out.

The consultant/ advisor shall make available the resources/ team members for meetings with Department or any other government officials in Jharkhand.

7. Evaluation and Selection

7.1 Technical Evaluation

Initial Bid scrutiny will be held, and incomplete details as given below will be treated as non-responsive. If Proposals:

1. are not submitted in as specified in the RFP document; or
2. received without the letter of authorization (power of attorney); or
3. are found with suppression of details; or
4. with incomplete information, subjective, conditional offers and partial offers submitted;
or
5. submitted without the documents requested in the checklist; or
6. have non-compliance of any of the clauses stipulated in the RFP; or
7. have a lesser validity period.

All responsive Bids will be considered for further processing as below.

Proposal Evaluation Committee will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

- a) Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- b) The JIADA may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise.
- c) Further the scope of evaluation committee also covers taking any decision with regard to the Tender document, execution/ implementation of the project including management period.
- d) Proposal shall be opened in the presence of Bidders representatives who intend to attend at their cost. The Bidders 'representatives who are present shall sign a register giving evidence of their attendance.
- e) Proposal document shall be evaluated as per the following steps.
 1. Preliminary examination of pre-qualification/eligibility criteria documents: The prequalification document will be examined to determine whether the Bidder meets the eligibility criteria, whether the Proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any

bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this RFP document will be rejected and will not be considered further.

2. Evaluation of document: A detailed evaluation of the bids shall be carried out in order to determine whether the Bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the RFP document. Bids received would be assigned scores based on the parameters defined in the table below. All supporting document submitted in support of Eligibility and Technical Evaluation matrix should comply the following:

- Supporting document is to be submitted in Technical Cover.
- Supporting document should clearly indicate value of the completed/ on-going project and scope of work/services should be clearly highlighted.
- In case of Bidder is having Non-Disclosure Agreement (NDA) with their client, no such experience will be counted (if agreement copy not submitted).
- Bidders failing to comply any of the above then the Bid will be summarily rejected.

7.2 Technical Proposal Evaluation Parameters

(i)Financial Capacity		
Turnover of the Firm	Max score	Supporting Documents
a. Average annual turnover from Government/Public sector consulting in India during Financial Year 19-20, 20-21 and 21-22 <ul style="list-style-type: none"> • <100Crores: 0 Marks • >100 upto200 Crores: 4 Marks • >200 upto300 Crores: 8 Marks • Above 300Crores:10Marks 	10	Certificate from statutory auditor /audited financial statements for the three previous financial years
b. Average Annual turnover from industry department/Industrial area authority/Government industrial corporations of any state/UT in India during Financial Year 19-20, 20-21 and 21-22 <ul style="list-style-type: none"> • <25Crores: 0 Marks • >25upto40 Crores: 4 Marks • >40upto50Crores: 8 Marks • Above 50Crores:10 Marks 	10	

(ii)Experience		
Relevant Experience	Max score	Supporting Documents
a. Experience of	20	

(ii) Experience		
Relevant Experience	Max score	Supporting Documents
<p>Knowledge Partner/consulting assignment with Industry Department/industrial authority/government industrial corporation of any state/UT in India with engagement duration of at least 02 years in the last 5 years ending 31st march 2023 with a project value of minimum 03 Crore (as on date of publication of this RFP, start/end of the project should fall within the specified period)</p> <p>2 marks each project subject to maximum of 20 marks</p>		/Certificate from the Client showing the time, period and contract value
<p>b. Experience of working on a software development projects with industry department of any state of India during Financial Year 19-20, 20-21 and 21-22 with engagement duration of at least 1 year with a project value of minimum 2 Crore (as on date of publication of this RFP, start/end of the project should fall within the specified period) 2 marks each project subject to maximum of 10 marks</p>	10	

(iii) Quality Certification		
	Max score	Supporting Documents
<ul style="list-style-type: none"> • CMMi Level 3 and ISO 27001: 2013 certified (5 Marks) • CMMi Level 5 and ISO 27001: 2013 certified (10 Marks) 	10	Issued Certificate

(iv) Approach and Methodology		
	Max score	Supporting Documents
<p>Parameters: Understanding of the Project, Project Plan and work breakdown structure and Proposed Tools and technologies for effective management of project</p>	20	Technical Proposal & Technical Presentation by the bidder

(v) Strength of the proposed team
--

Team Member	Max Score	Supporting Document
Project Manager (4 marks)	20	CV as per format defined in the RFP
Policy Expert (2 Marks)		
Project Appraisal Expert (8 Marks)		
ICT Expert (6 Marks)		

7.3 Financial Evaluation

The Bidder shall be selected on the basis of Quality cum Cost Based System (QCBS), whereby Technical Proposal will be allotted weightage of 80% and Financial Proposal will be allotted weightage of 20%. The Proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to lowest Financial Proposal as stated below. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

Financial Proposals of only those Applicants who scores at least 75% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria. The Financial Proposals shall be given scores as follows:

$S_f = 100 \times F_m / \text{Financial Proposal of Applicant under consideration}$

1. F_m : Lowest Financial Proposal
2. S_f : Financial Score

For selection of Consultant/Advisor, final ranking will be determined based on the combined total score for each Bidder separately. This will be done by applying a weight of 0.80 (or 80 %) and 0.20 (or 20%) respectively to the technical and financial scores of each qualifying Proposal.

The Total Score of Technical Proposal and Financial Proposal shall be computed as follows:

Total Score = $(T_m \times 0.80) + (S_f \times 0.20)$
 T_m : Technical Marks S_f : Financial Score

7.4 Selection

The Bidder scoring the highest Total Score shall be declared as the —Selected Consultant

8. Annexure

8.1 Annexure I: Proposal Covering Letter

Date:

Managing Director
Jharkhand Industrial Area Development Authority,
3rd Floor, JIADA Bhawan, Namkum,
Lowadih, Ranchi, Jharkhand-834010
Website: www.jiada.co.in

Dear Sir,

We.....(Name of the Bidder) hereby submit our Proposal in response to notice inviting tender dateand tender document no.....and confirm that:

1.All information provided in this Proposal and in the attachments is true and correct to the best of our knowledge and belief.

2.We shall make available any additional information if required to verify the correctness of the above statement.

3.Certified that the period of validity of bids is 180 days from the last date of submission of Proposal, and

4.We are quoting for all the services mentioned in the Scope of Work of the RFP.

5.We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.

6.JIADA Ranchi may contact the following person for further information regarding this tender:

a. Name and full address of office, Contact No., Email ID, Company Name

7.We are submitting our Eligibility criteria, Proposal bid documents and technical bid documents along with original DD of both EMD and Tender Document Fee.

Yours sincerely, Signature
Full name of signatory
Designation Name of
the Bidder (firm etc.)

8.2 Annexure II: Format for Power of Attorney

(To be provided in original as part of Technical Proposal (Envelope – 2) on stamp paper of value required under law duly signed by Bidder for the tender)

Dated: _____

POWER OF ATTORNEY To Whomsoever It May Concern

Know all men by these presents, we _____ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. ____ (Name of the _____ Person(s)), domiciled _____ at _____ (Address), acting as (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement <<Name of the project>> involving the deliverables as per agreement with JIADA, vide Request of Proposal (Tender Document) Document dated, issued by Managing Director, JIADA, including signing and submission of all documents and providing information and responses to clarifications/ enquiries etc. as may be required by JIADA or any governmental authority, representing us in all matters before JIADA and generally dealing with JIADA in all matters in connection with our Proposal for the said Project. We _____ hereby _____ agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)
(Name, Title and Address)

Accept
(Attested signature of Mr. _____) (Name, Title and Address of the Attorney)

Notes:

- a. To be executed by the Bidder
- b. 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 executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c. Also, wherever required, the executants(s) should submit for verification the extract of the _____ charter _____ documents _____ and documentssuchasaboardresolution/powerofattorneyinfavorofthePersonexecutingthisPower of Attorney for the delegation of power hereunder on behalf of the executants(s).

8.3 Annexure IV: Draft performance Guarantee (issued by the bank)

This Deed of Guarantee executed at _____ by _____ (Name of the Bank) having its Head/ Registered office at _____ (hereinafter referred to as —the Guarantor) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favor of <<Client name & Address>> which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns); Whereas M/s_ a company/ firm formed under _____(specify the applicable law) and having its registered office at _____has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No._dated//2022 issued by Managing Director, JIADA and selected M/s _____(hereinafter referred to as the Bidder) for the Agreement by Managing Director, JIADA as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the Managing Director, JIADA, and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. _____ - (Rupees _____ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement. Whereas the Bidder approached the Guarantor, and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____ Bank here by guarantee as follows:

- 1) The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfill its obligations there under
- 2) We, the Guarantor, shall, without demur, pay to Managing Director, JIADA an amount not exceeding IN(Rupees _____ only) within 7(seven) days of receipt of a written demand therefore from Managing Director, JIADA, stating that the Bidder has failed to fulfill its obligations as stated in Clause 1 above.
- 3) The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the Managing Director, JIADA is disputed by the Bidder or not.
- 4) The Guarantee shall come into effect from (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 17:00 hours Indian Standard Time on _____(Expiry Date) (both dates inclusive) or till the receipt of a claim, from the JIADA under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from Managing Director, JIADA prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to Managing Director, JIADA.

- 5) In order to give effect to this Guarantee, Managing Director , JIADA shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by Managing Director , JIADA or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by Managing Director , JIADA against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of Managing Director , JIADA or any indulgence by Managing Director , JIADA to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
- 6) This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.
- 7) The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under_____.
- 8) In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here- in above written.

Signed and Delivered by _____ Bank by the hand of Shri _____ its ___ and authorized office.

Authorized Signatory _____ Bank

8.4 Annexure V: Format for Professional Experience Citation

Assignment Name		Country
Project Location within the Country		Professional Staff provided by your Firm/ Company
Name of Client		
		No. of Staff
		No. of Person Months
Start Date	Completion Date	Approx. Value of Services
Name of Associated Firms (s)if any		No. of Professional Staff Months provided by Associated Firms(s)
Name of Senior Staff (Project Director/ Coordinator, Team Leader) involved, and functions Performed		
Detailed Narrative Description of Project		
Detailed Description of Actual Services Provided by your Firm		

8.5 Annexure VI: Format for Curriculum Vitae (CV) of Key Staff

	1.Name:			
	2.Position:			
	3. Date of Birth:			
	4. Education:			
6. Employment Record	<u>From</u>	<u>To</u>	<u>Company</u>	Position Held
7. Brief Profile				
8. Countries of Work Experience				
9. Languages				
10. Representative Projects				
<p>Nature of Work:</p> <p>Year:</p> <p>Location:</p> <p>Company:</p> <p>Position Held:</p> <p>Main Features:</p> <p>Activities Performed:</p>				
<p>Nature of Work:</p> <p>Year:</p> <p>Location:</p> <p>Company:</p> <p>Position Held:</p> <p>Main Features:</p> <p>Activities Performed:</p>				
Signature:			Name:	

8.6 Annexure VII: Format for Composition of Team and Task of Team Members

S.No.	Name	Qualification & Experience Required (in Years)	Proposed Position	Deployment (Part time/Fulltime)	Task Assigned

Note: Attach CV of all experts who will be supporting core team members.

8.7 Annexure VIII: Technical Proposal Submission Form

- TP-1 Technical Proposal Submission Form/ Declaration
- TP-2 Consultant 's Organization and Confirmation to Eligibility Criteria
- TP-3 Consultant 's Experience for Technical Evaluation
- TP-4 Conceptual Clarity and Understanding of the Assignment
- TP-5 Approach, Methodology and Work Plan for Performing the Assignment (10 Pages limit)
- TP-6 Team Composition
- TP-7 Curriculum Vitae (CV) for Key Staff
- TP-8 Other Relevant Documents & Submissions

8.8 Financial Proposal Format

S. No.	Position	Number	Unit Monthly Rate without taxes (in INR)	Total
1	Team Leader	1		
2	Policy Expert	1		
3	Project Appraisal Expert	4		
4	ICT Expert/Developer	2		
Total		8		