

RFP for selection of PMU for strengthening of MSME Ecosystem in the State of Haryana



Directorate of Micro, Small and Medium Enterprises,
Government of Haryana

REQUEST FOR PROPOSAL (RFP)

For

**Selection of Project Management Unit (PMU) for
strengthening of MSME ecosystem in the
state of Haryana**

Date of issue of RFP: _____

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Finalized Date Sheet

BID REFERENCE	
Published Date	04.12.2020
Bidding Document Download Start Date	04.12.2020
Clarification Start Date and Time	04.12.2020
Clarification End Date and Time	11.12.2020 at 5.00 PM
Pre-bid Meeting Date and Time	14.12.2020 at 11.00 AM
Bid Submission Start Date and Time	04.12.2020
EMD Submission End Date	11.01.2021
Bid Submission End Date and Time	11.01.2021 at 3.00 PM
Time and date of online opening of technical bids	11.01.2021 at 3.30 PM

Note:

1. In the event of the specified date of opening of bids being declared a holiday for the Purchaser, the bids shall be opened on the next working day at the same time and venue.

Instructions to bidder on eProcurement Portal

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

A. REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.hry.nic.in/niccep/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode/ eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

B. SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could

include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk (24x7 CPP Portal help desk).

C. ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
3. More information useful for submitting online bids may be obtained from the CPP Portal <https://etenders.hry.nic.in/nicgep/app>.



I. Section 1: Letter of Invitation

Directorate of Micro, Small and Medium Enterprises
Government of Haryana
Sector 6, Panchkula

1. The Directorate of Micro, Small and Medium Enterprises (MSME), Government of Haryana invites proposals from reputed consulting firms to provide consultancy services for 'Selection of PMU for strengthening of MSME Ecosystem in the State of Haryana'.
2. More details on the scope of work and services expected from the consultant are provided in the Section 6: Terms of Reference in this RFP document.
3. A firm will be selected under Quality and Cost Based Selection (QCBS) procedures described in this RFP.
4. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to Consultants (including Data Sheet)
 - Section 3 - Pre-Qualification Proposal - Standard Forms
 - Section 4 - Technical Proposal - Standard Forms
 - Section 5 - Financial Proposal - Standard Forms
 - Section 6 - Terms of Reference
 - Section 7 - Standard Form of Contract

Director General, Directorate of MSME
Government of Haryana

II. Section 2: Instruction to Consultants

PART I

STANDARD

Definitions	<p>a) "Employer" means the agency with which the selected Consultant signs the Contract for the Services. In this project, the 'Employer' is the Directorate of MSME, Government of Haryana.</p> <p>b) "Consultant" means any entity or person that may provide or provides the Services to the Employer under Contract.</p> <p>c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.</p> <p>d) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.</p> <p>e) "Day" means calendar day.</p> <p>f) "Government" means the Government of the Employer's country. In this project "Government" means Government of India/Haryana.</p> <p>g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides interested Consultants with all information needed to prepare their proposals.</p> <p>h) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Employer to the Consultant.</p> <p>i) "Personnel" means professionals and support staff provided by the Consultant and assigned to perform the Services or any part thereof.</p> <p>j) "Proposal" means the Pre-Qualification Proposal, Technical Proposal and the Financial Proposal.</p> <p>k) "RFP" means the Request for Proposal to be prepared by Employer for the selection of Consultants, based on SRFP.</p> <p>l) "SRFP" means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.</p> <p>m) "Assignment/job" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>n) "Terms of Reference" (TOR) means the document included in the RFP as Section 6 which explains the objectives,</p>
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	scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.
1. Introduction	<p>1.1. The Directorate of MSME will select a consulting firm/organization (the Consultant), in accordance with the method of selection specified in the Data Sheet.</p> <p>1.2. The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described in Terms of Reference in Section 6.</p> <p>1.3. The date, time and address for submission of the proposals has been given in Part II Data Sheet.</p> <p>1.4. Interested Consultants are invited to submit a Pre-Qualification Proposal, Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal, technical presentation, and any clarifications provided by the Consultant along with the Terms of Reference provided in the RFP will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.</p> <p>1.5. Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Employer before submitting a proposal and to attend a pre-proposal conference. Attending the pre-proposal conference is optional. Consultants should contact the Employer's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.</p> <p>1.6. The Employer will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.</p> <p>1.7. Consultants shall bear all costs associated with the preparation and submission of their proposals and</p>

	contract negotiation. The Employer is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
Conflict of Interest	<p>1.8. Employer requires that consultants shall provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts of interest with other assignments or their own corporate interests and act without any consideration for future work.</p> <p>1.8.1. Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:</p>
Conflicting Activities	i. A firm that has been engaged by the Employer to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.
Conflicting Assignments	ii. A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Employer.
Conflicting	iii. A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the Assignment/job, (b) the selection process for such

	<p>Assignment/job, or (c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.</p> <p>1.8.2. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p> <p>1.8.3. No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.</p>
<p>Fraud and Corruption</p>	<p>1.9. It is required that Consultants participating in the project adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract.</p> <p>The Employer:</p> <p>a) defines, for the purpose of this paragraph, the terms set forth below as follows:</p> <ul style="list-style-type: none"> i. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or members of the CEC, in the selection process or in contract execution; ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract; iii. "collusive practices" means a scheme or arrangement between two or more consultants with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels; iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract; <p>b) Will reject a proposal for award, if it determines that</p>

	<p>the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;</p> <p>1.10. The Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.</p> <p>1.11. Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 5).</p>
Only one Proposal	<p>1.12. A Consultant may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.</p>
Proposal Validity	<p>1.13. The Part II Data Sheet to consultant indicates how long Consultants' Proposals must remain valid after the submission date.</p> <p>During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and fully commit to their financial proposal, unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise, however, the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and fully commit to their financial proposal, unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree, have the right to refuse to extend the validity of their Proposals, under such circumstances, the Employer shall not consider such proposal for further evaluation.</p>

2. Clarification and Amendment of the RFP Document	2.1. Consultants may request a clarification in the RFP document up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Data Sheet. The Employer will respond in writing by standard electronic means of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under next para.
3. Preparation of Proposals	<p>3.1. The Proposal as well as all related correspondence exchanged by the Consultants and the Employer, shall be written in English.</p> <p>3.2. In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal. The Proposal consists of 3 parts (i) Pre-Qualification Proposal (ii) Technical Proposal and (iii) Financial Proposal.</p> <p>3.3. While preparing the Pre-Qualification Proposal and Technical Proposal, Consultants must give particular attention to the following:</p> <ul style="list-style-type: none"> a) If a Consultant considers that it may enhance its expertise for the assignment by associating with individual experts/ other consultants in it may do so. b) The estimated number of Professional staff- months/ tenure for the Assignment/ job is as shown in the Part II Data sheet. However, the Proposal shall be based on the number of Professional staff-months/ tenure or budget estimated by the Consultants. While making the proposal, the consultant must ensure that it proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive. c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position. d) Documents to be issued by the Consultants as part of this assignment must be in English language.

<p>Pre-Qualification Proposal and Technical Proposal Format and Content</p>	<p>3.4. Consultants are required to submit the Pre-Qualification proposal and the Technical Proposal. The Data Sheet indicates the format of the Pre-Qualification Proposal and Technical Proposal to be submitted. Submission of the wrong type of Pre-Qualification and Technical Proposal will result in the Proposal being deemed non-responsive.</p> <p>The Pre-Qualification Proposal shall provide the information as required in Data Sheet Para 5.1 using the attached Standard Forms (Section 3) and shall provide all documentary evidence for the same.</p> <p>The Technical Proposal (TP) shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 4).</p> <p>a) For the Technical Proposal: a brief description of the Consultant's organization and an outline of recent experience of the Consultant on assignments of a similar nature is required in Form TECH-2 of Section 4. For each assignment, the outline should indicate the names of Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Employer as a corporation. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so, requested by the Employer.</p> <p>b) For the Technical Proposal (TP): comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, equipment, data, etc. to be provided by the Employer (Form TECH-3 of Section 4). Consultants should be able to substantiate the experience claimed in their proposal and must submit Letter of Award/ Copy of Contract for all</p>
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	<p>assignments mentioned in the proposal.</p> <p>c) For the TP, a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 4. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 4) which will show in the form of a bar chart the timing proposed for each activity.</p> <p>d) The list of the proposed Professional staff team to be engaged in this assignment by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 4).</p> <p>e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7A & 7B of Section 4). The staff-months input should be indicated separately in the format.</p> <p>f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 4).</p> <p>g) For the TP: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.</p> <p>3.5. The Pre-Qualification Proposal and Technical Proposal shall not include any financial information. A Pre-Qualification Proposal or Technical Proposal containing financial information shall be declared non-responsive.</p>
Financial Proposals	<p>3.6. The Financial Proposal shall be prepared using the attached Standard Forms (Section 5). It shall list all costs associated with the assignment, including remuneration for staff (foreign and local, in the field and at the Consultants' home office). The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.</p>
Taxes	<p>3.7. The Consultant may be subject to local taxes (such as: Goods and Services Tax, social charges or income taxes</p>

	<p>on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Employer under the Contract. Consultants shall include such taxes in the financial proposal.</p> <p>3.8. Consultants should provide the price of their services in Indian Rupees.</p> <p>3.9. Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 5.</p>
<p>Earnest Money Deposit (EMD), and Performance Guarantee</p>	<p>3.10. Earnest Money Deposit</p> <ul style="list-style-type: none"> i. An EMD of Rs.15,00,000, in the form of DD drawn in favour of Bureau of Industrial Policy & Promotion, Haryana and payable at Chandigarh, must be submitted along with the Proposal. EMD can also be submitted in form of renewable Bank Guarantee in favour of Bureau of Industrial Policy & Promotion, Haryana. Additional security equivalent to the shortfall in 2% of the financial bid will be sought by the department from the successful bidder and the amount of EMD already obtained shall be adjusted in the same. ii. Proposals not accompanied by EMD shall be rejected as non-responsive. iii. No interest shall be payable by the Employer for the sum deposited as earnest money deposit. iv. The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract with successful bidder. <p>3.11. The EMD shall be forfeited by the Employer in the following events: _____</p> <ul style="list-style-type: none"> i. If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof. ii. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof. iii. If the consultant tries to influence the evaluation process. iv. If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

	<p>3.12. Performance Bank Guarantee</p> <p>The selected consultant shall be required to furnish a Performance Bank Guarantee equivalent to 10% of the contract value rounded off to the nearest thousand Indian Rupees, in the form of an unconditional and irrevocable bank guarantee from a scheduled commercial bank in India in favour of Directorate of MSME, Haryana for the entire period of contract with 90 days claim period. The bank guarantee must be submitted after award of contract but before signing of consultancy contract. The successful bidder has to renew the bank guarantee on same terms and conditions for the period up to contract including extension period, if any. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable/ payable from/by the Consultant on any account under the contract. On submission of this performance guarantee and after signing of the contract, demand draft submitted towards EMD would be returned in original.</p> <p>i The format for the Performance Bank Guarantee is the same as the "Format of Bank Guarantee" provided in as part of the RFP.</p> <p>3.13. The department will do regular reviews of the progress made by the consultants during the execution of project. For any time slippages, the bidder will have to induct more resources at their own cost to meet the time schedules. In case of any delays solely attributable to the consultants, the Department may impose a penalty of 1% of payment to be made to the consultant for such milestone wherein delay has occurred, for each week of delay subject to a maximum limit of 5%. Any delay beyond this period may lead to termination of contract with no further payments.</p>
<p>4. Submission, receipt and opening of proposals</p>	<p>4.1. The original proposal (Pre-Qualification proposal, Technical Proposal and Financial Proposal;) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for the Pre-Qualification</p>

	<p>Proposal, Technical Proposal and Financial Proposals should respectively be in the format of PRE-QUAL FORM 1 and PRE-QUAL FORM 2, TECH-1 of Section 4, and FIN-1 of Section 5, respectively.</p> <p>4.2. An authorized representative of the Consultant shall initial all pages of the original Pre-Qualification, Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Pre-Qualification, Technical and Financial Proposals or in any other form demonstrating that the representative has been dully authorized to sign. The signed Pre-Qualification, Technical and Financial Proposals shall be marked "ORIGINAL".</p> <p>4.3. All the agencies responding to this tender would need to meet the pre-qualification criteria set in this RFP as per details provided in Data Sheet Para 5.1.</p> <p>4.4. The Technical Proposals shall be submitted online on eProcurement Portal.</p> <p>4.5. Pre-qualification documents will be submitted into the Pre-Qualification folder on eProcurement Portal. Similarly, technical documents shall be submitted Technical folder and Financial quotations shall be submitted into Financial folder.</p> <p>4.6. Last date for submission of the proposal will be as per the finalized date sheet. Bidders will not be able to submit the bid after closing date of the tender.</p> <p>4.7. From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Pre-Qualification, Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.</p> <p>4.8. The Employer has/ will constitute a Consultancy Evaluation Committee (CEC) which will carry out the entire evaluation process.</p> <p>4.9. The Employer shall open the Pre-Qualification and Technical Proposal immediately after the deadline for their submission. Financial proposal of only technically qualified bidders will be opened online.</p>
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<p>5. Evaluation of Pre-Qualification Proposal and Technical Proposal</p>	<p>5.1. The Consultancy Evaluation Committee shall first evaluate the Pre-Qualification Proposal as per the Pre-Qualification Criteria detailed in Data Sheet Para 5.1. The CEC while evaluating the Pre-Qualification Proposals shall have no access to the Technical and Financial Proposals until the Pre-Qualification evaluation is concluded, and the competent authority accepts the recommendation. The Pre-Qualification proposal shall be evaluated based on the information provided in the Standard Forms (Section 3) and the supporting documents.</p> <p>5.2. The technical proposals of only those bidders, who qualify in the evaluation of the pre-qualification proposals, shall be opened. Consultancy Evaluation Committee while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, and the competent authority accepts the recommendation.</p> <p>5.3. The CEC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will be done and at this stage the financial bid (proposal) will remain unopened. Consultants shall make presentation to Consultancy Evaluation Committee which will be evaluated. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Data sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, & particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p>
<p>Public Opening and Evaluation of Financial Proposals - QCBS</p>	<p>5.4. Financial proposals of only those firms who are technically qualified shall be opened on the date & time specified the Data sheet, in the presence of the Consultants' representatives who choose to attend.</p>

<p>Selection Procedure</p>	<p>5.5. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. If permitted under RFP to quote in any currency other than Indian Rupees, prices shall be converted to Indian Rupees using the selling rates of exchange, source and reference date indicated in the Data sheet. Normally, the date will be the date of opening of the tender unless specified otherwise in the Data sheet.</p> <p>5.6. In the QCBS method of selection of Consultant, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (t = the weight given to the Technical Proposal; f = the weight given to the Financial Proposal; t + f = 1) indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.</p>
<p>6. Negotiations</p>	<p>6.1. Negotiations will be held at the address as informed to the successful bidder at the later stage. The invited Consultant will, as a pre-requisite for attendance at the</p>



	<p>negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Employer proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.</p>
Technical Negotiations	<p>6.2. Negotiations will include a discussion of the Technical negotiations Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the assignment. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.</p>
Financial Negotiations	<p>6.3. After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstances, the financial negotiation shall result in an increase in the price originally quoted by the consultant. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Employer with the information on remuneration rates described in the Appendix attached to Section 5 - Financial Proposal - Standard Forms of this RFP.</p>
Availability of Professional Staff/Experts	<p>6.4. Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree</p>

	<p>that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.</p>
Conclusions of Negotiations	<p>6.5. Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the Employer will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.</p>
7. Award of Contract	<p>7.1. After completing negotiations, the Employer shall issue a Letter of Intent to the selected Consultant, and promptly notify all Consultants who have submitted proposals about the decision taken.</p> <p>7.2. The consultants will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract in Section-7, within 15 days of issuance of the letter of intent.</p> <p>7.3. The Consultant is expected to commence the assignment on the date and at the location specified in the Part II Data Sheet.</p>
8. Confidentiality	<p>8.1. Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.</p>



III. Instructions to Consultants

Part II Data Sheet

Paragraph Reference	
1.1	Name of the Employer: Directorate of MSME, Government of Haryana Method of selection: Pre-Qualification of eligible consultants followed by Quality and Cost Based Selection [QCBS]
1.2	Name of the assignment: "Selection of a Project Management Unit for strengthening of MSME Ecosystem in the State of Haryana"
1.3	The proposal will be submitted online on eProcurement portal before date of closing of tender as specified in finalized date sheet.
1.4	Proposals must remain valid for 90 days after the submission date.
2.	Clarifications may be requested till the day before the Pre-bid Meeting Date. Accordingly, a pre-bid meeting will be held on the date and time as defined in finalized date sheet. Clarifications may be requested online by emailing the queries on jaideepkapoor.msme@hry.gov.in .
3.1	The estimated tenure of contract: Fixed price fixed term contract for a period of 36 Months with a provision of extension with mutual agreement of both the parties.
3.2	The formats for the Pre-Qualification Proposal to be submitted are: Pre-Qual Form 1 - Pre-Qualification Proposal Submission Form Pre-Qual Form 2 - Consultant's Organization & Requisite Experience The formats of the Technical Proposal to be submitted are: Form Tech 1: Letter of Proposal submission Form Tech 2: Consultant's organization & experience Form Tech 3: Comments & suggestions on TOR Form Tech 4: Approach & methodology Form Tech 5: Team composition Form Tech 6: Curriculum vitae Form Tech 7A & 7B: Staffing Schedule Form Tech 8: Work Schedule Form Tech 9: Comments / modifications suggested on draft Contract Form Tech 10: Information regarding any conflicting activities and declaration thereof.

3.3	Training is a specific component of this assignment: No
3.4	Consultant to state local cost in Indian Rupees
4.1	<p>Pre-Qualification Criteria</p> <p>The Technical Proposals of only those bidders who meet the pre-qualification criteria will be opened. Bidders failing to meet these criteria or not submitting requisite proof for supporting pre-qualification criteria are liable to be rejected summarily.</p> <ol style="list-style-type: none"> 1. The Bidder must have a registered office in India and an existing office in Chandigarh. 2. Bidder must have experience of operating in India for the last 10 years as on March 31, 2020. 3. The Bidder must have an average annual turnover of minimum 100 crores during the last 3 financial years ending March 31, 2019 from India operations 4. The bidder must have at least 200 full time consulting professionals on the company's rolls, as on March 31, 2020. 5. The bidder should have experience of working with central or state departments/ Governments for consulting/advisory in cluster development/MSME sector 6. The bidder should have experience of preparation of Diagnostic Study Report/Detailed Project Report for a Common Facility Centre/Infrastructure Development within a cluster and the DSR/DPR must have been accorded approval by Gol. 7. The consultant should not have been debarred or blacklisted by Government or Governmental Agency as on date of the submission of RFP. 8. Consortium/ Joint Venture is not allowed for this bid. <p>The list of mandatory supporting documents to be submitted are:</p> <ol style="list-style-type: none"> 1. Financials (Audited Balance Sheet/ CA Certificate) for the last three financial years, 2016-17, 2017-18 and 2018-19 for pre-qualification criteria 3. 2. Certificate of incorporation, Registration Certificates, GST Registration for previous experience cited in Pre-Qual criteria 1 and 2. 3. Certificate duly attested by Human Resource Department/ Statutory Auditor of the firm for previous experience cited in Pre-Qual criteria 4. 4. Work Order/ Completion Certificate/ Client Certificate for previous experience cited in Pre-Qual criteria 5 and 6. 5. Certificate duly attested by authorized signatory for criteria 7.

Criteria, sub-criteria, and point system for the Detailed Evaluation of Technical Proposals are:		
i. Previous Experience		
S. No.	Criteria	Maximum Points
5.1	1. The bidder should have experience of providing consulting/advisory service in MSME development Sector in last 5 years (Projects with consulting fees over Rs.50 Lakhs) Only those projects to be considered which have been accorded approval by Gol. 2 points per project up to a maximum of 6 points The Project should have been initiated or completed in last five years	6
	2. The bidder should have at least experience of 4 projects (2 points per project) for preparing Detailed Project Report for a Common Facility Centre/ Infrastructure Development within a cluster. Only those projects will be considered whose DPR has been accorded approval by Gol and projects in northern India will be given weightage.	8
	3. Experience of working on at least 1 project for development of MSME ecosystem (including skill development, promotion of Business Development Services (technical and financial services), financial linkages for MSME's, investment promotion, capacity building of associations, evolving district industrial development plans, setting up of CFCs)	6
	4. Experience of working on at least 1 long term (more than 12 months) project for MSME sector. Cumulative fee of maximum 3 projects can be considered Project with cumulative consulting fee over Rs. 5.00 Crore- 5 Marks Project with cumulative consulting fee of over Rs. 3.00 Crore - 3 marks	5

5.	At least one project under MSE-CDP scheme, assisted by the bidder, should have received completion letter from the State implementing agency (2.5 points). The project implementing agency should have received Govt grant of more than Rs.10.00 crore Additional 2.5 points if completed project is in Haryana	5
Total Score for Criterion (i)		30

* The bidder is required to submit a copy of LOI/work order/completion certificate. Also, bidder needs to satisfy that they have received part payment of the allotted Project (undertaking to be submitted to this effect).

ii. Adequacy of the proposed methodology and work plan in responding to the Terms of Reference

S.No.	Criteria	Maximum Points
1.	Technical approach and methodology	20
	a) Overall understanding*	10
	b) Detailed approach and methodology alongwith approach for knowledge transfer**	10
2.	Project/work plan with milestones and timelines	3
3.	Organization & Staffing - Adequacy beyond the required mandatory positions	2
4.	Technical Presentation**	10
Total Score for Criterion (ii)		35

* demonstrated through past experience of various schemes of Govt related to development of MSMEs/ infrastructure in Clusters (2 marks each for MSECDP, IIUS, IID, NSDC, Tool Room, textile schemes, SFURTI)

** technical presentation should be by the proposed team

iii. Key professional staff qualifications and competence for the assignment

S. No	Criteria	Maximum Points
1.	Team Leader cum MSME Development Expert Education Qualification: B.E./B. Com/ B. Tech. and Post-Graduation i.e. MBA, M. Com, M. Tech, MCA or equivalent Overall experience of 15 years with minimum 5 years in Government sponsored projects. Experience of leading at least 5 projects in MSME sector development in the country with government/bilateral and multilateral agencies. Experience of working towards increasing productivity of MSMEs under following domains of MSME development:	7

	<ul style="list-style-type: none"> i. Leading 5 CFC cluster development projects with DPR approval: 2 Points ii. Enhancement of marketing linkages: 1 Points iii. Technology upgradation/Process improvements: 1 Points iv. Linkages with Business Development Service Providers: 1 Points 	
2.	MSME Financing Lead Education Qualification: CA Experience Requirement: Overall experience of 10 years with at least 3 years in assisting state industry/MSME departments in enhancing MSME financing. Experience of enhancing linkages of MSMEs with financial institutions.	5
3.	Marketing Expert Education Qualification: Post graduate Degree in Management, Commerce, Economics, Mass Communication or relevant field Experience Requirement: Overall experience of 7 years with at least 3 years of experience in market research and analysis along with experience in creation of marketing linkages for MSMEs.	5
4.	Public Procurement Expert Education Qualification: Post graduate Degree in Management, Commerce, Economics or relevant field Experience Requirement: Overall experience of 7 years with expertise in public procurement through GFR, CVC guidelines	5
5.	Sector Expert 1- Automobile, General Engineering, Metal expert Education Qualification: Postgraduate with graduation in relevant area Experience Requirement: Minimum 7 years of sector experience	2
6.	Sector Expert 2- Food Technology and Processing expert Education Qualification: Postgraduate with graduation in relevant area Experience Requirement: Minimum 7 years of sector experience	2
7.	Sector Expert 3- Textile expert Education Qualification: Postgraduate with graduation in relevant area Experience Requirement: Minimum 7 years of sector experience	2

	<p>8. Sector Expert 4- Micro Enterprise Expert Education Qualification: Postgraduate with graduation in relevant area Experience Requirement: Minimum 7 years of sector experience</p>	2
	<p>9. Consultants - 4 Education Qualification: Post Graduate Degree in Management, Commerce, Economics Experience Requirement: Minimum 4 years of experience with at least 1-year experience in government advisory engagements related to MSME Development</p>	5
	<p>Total Score for Criterion (iii) 35</p>	
	<ul style="list-style-type: none"> • In line with the Government orders, age of the proposed staff should not be more than 60 years as on 31st March, 2020. • State Government may like to engage additional sector experts as per the requirement of the assignment. Consultant may give man month rates for the sector experts separately. • Experience of team to be demonstrated from employment records and self-certification by the individual. • Bio metric attendance for the proposed team will be monitored by the Department • Sector experts needs to be deputed on part-time basis for minimum 10-man days per month as per the requirement of Department. If additional man days are utilized the department will pay extra. <p>* The CVs would be evaluated on basis the relevant experience of the proposed staff. 20% weightage would be given to the qualification and rest 80% would be given to the experience requirement. Sector experts with higher experience will be given additional weightage.</p> <p>Stech = Total points obtained for the above criteria (i), (ii), (iii) The minimum technical score St required to pass is: 70 Points.</p>	
5.2	<p>The formula for determining the technical score is as follows: $St = (100 \times T / Tm)$, in which St is the normalized technical score, Tm is the highest technical score and T is the technical score of the proposal under consideration.</p> <p>The formula for determining the financial scores is the following: $Sf = (100 \times Fm/F)$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.</p> <p>Final score of Tenderer shall be evaluated based on the following formula: $FS = St \times t + Sf \times f$ Where, FS = Final Score of the Tenderer</p>	

	<p>St = Normalized Technical Score of the Tenderer</p> <p>Sf = Normalized Financial Score of the Tenderer</p> <p>t = Technical Weightage (80%)</p> <p>f = Financial Weightage (20%)</p>																																								
	<p>Payment Schedule</p> <table border="1"> <thead> <tr> <th>S. No</th> <th>Deliverables</th> <th>Payment (% of total)</th> <th>Timeline (months)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Mobilisation Advance</td> <td>10%</td> <td>T</td> </tr> <tr> <td>2.</td> <td>Report on State MSME spectrum including list of identified clusters and roadmap for cluster development interventions</td> <td>1.00%</td> <td>T+3</td> </tr> <tr> <td>3.</td> <td>Impact analysis report of trade agreements on Haryana MSMEs</td> <td>2.00%</td> <td>T+12</td> </tr> <tr> <td>4.</td> <td>Cluster Diagnostic Study Report(DSR) (15 Nos.)</td> <td>3.75%</td> <td>Till T+18 (0.25% on each Diagnostic study report in 3 years)</td> </tr> <tr> <td>5.</td> <td>Cluster Detailed Project Report(DPR) (15 Nos.)</td> <td>8.25%</td> <td>Till T+21 (0.55% on each Detailed Project report in 3 years)</td> </tr> <tr> <td>6.</td> <td>2 Reports on Product Profiles for rural entrepreneurship (with 10 Products Profiles in each report)</td> <td>5.00%</td> <td>T+12 & T+24 (2.50% on each report)</td> </tr> <tr> <td>7.</td> <td>Marketing and Capacity building, export promotion workshops (2 campaigns with 4-5 workshops in each campaign)</td> <td>4.00%</td> <td>T+18 & T+30 (2% for each campaign)</td> </tr> <tr> <td>8.</td> <td>Quarterly payments</td> <td>3.00%</td> <td>Quarterly payments</td> </tr> <tr> <td>9.</td> <td>Project Closure Report</td> <td>30.00%</td> <td>T+36</td> </tr> </tbody> </table> <p>The timelines are tentative and may vary depending upon project requirements and various approvals. (T-Effective date of contract)</p>	S. No	Deliverables	Payment (% of total)	Timeline (months)	1.	Mobilisation Advance	10%	T	2.	Report on State MSME spectrum including list of identified clusters and roadmap for cluster development interventions	1.00%	T+3	3.	Impact analysis report of trade agreements on Haryana MSMEs	2.00%	T+12	4.	Cluster Diagnostic Study Report(DSR) (15 Nos.)	3.75%	Till T+18 (0.25% on each Diagnostic study report in 3 years)	5.	Cluster Detailed Project Report(DPR) (15 Nos.)	8.25%	Till T+21 (0.55% on each Detailed Project report in 3 years)	6.	2 Reports on Product Profiles for rural entrepreneurship (with 10 Products Profiles in each report)	5.00%	T+12 & T+24 (2.50% on each report)	7.	Marketing and Capacity building, export promotion workshops (2 campaigns with 4-5 workshops in each campaign)	4.00%	T+18 & T+30 (2% for each campaign)	8.	Quarterly payments	3.00%	Quarterly payments	9.	Project Closure Report	30.00%	T+36
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6.1	<p>Expected date and address for contract negotiations:</p> <p>To be communicated later.</p>																																								
7	<p>Expected date and place for commencement of consulting services:</p> <p>To be communicated later.</p>																																								

IV. Section 3- Pre-Qualification Proposal - Standard Forms

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Pre-Qualification Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

Pre-Qualification Proposal

PRE-QUAL FORM 1 - Pre-Qualification Proposal Submission Form

PRE-QUAL FORM 2 - Consultant's Organization and Requisite Experience



1. Pre-Qual Form 1 - Pre-Qualification Submission form

To:

Director General, Directorate of MSME
Government of Haryana,
C-3, HSVP Complex,
Sector-6, Panchkula (Haryana).

Dear Sir:

We, the undersigned, offer to provide Consultancy for the assignment - 'Selection of Project Management Unit for strengthening of MSME Ecosystem in the State of Haryana' in accordance with your Request for Proposal dated _____ and our Proposal. We are hereby submitting our Proposal, which includes this Pre-Qualification Proposal, and a Technical Proposal and Financial Proposal.

We hereby declare that all the information and statements made in this Pre-Qualification Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.3 of the Data Sheet.

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

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

2. Pre-Qual Form 2 - Consultant Organization and Experience

A - Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity. Also provide a brief description on the ownership details, date and place of incorporation of the firm, objectives of the firm etc. Apart from this, also provide information on the Annual Turnover of the firm for the last 3 financial years as required in Section III- Instruction to consultants, Part II - Data Sheet]

Organization and Financial Information

Form A 1: Details of the Organization - Bidder	
Name	
Date of Incorporation	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Registered Office in India	
Area of expertise with respect to this project	
Contact details (name, address, phone no. and e-mail)	
No. of fulltime consultants on payroll as on 31 March 2020	
No. of years of business consulting experience in India as on 31 March 2020	

Form A 2: Financial Information - Bidder*			
From India operations			
	FY 2016-17	FY 2017-18	FY 2018-19
Revenue (in INR crores)			
Revenue from Consulting (in INR crores)			
Revenue from Government Consulting (in INR crores)			
Other Relevant Information			

B - Consultant Firm's Experience

[Using the format below, provide information on each assignment for which your firm was legally contracted individually as a corporate entity for carrying out consulting services as requested under this assignment. Consultants should provide all the details (including documentary evidence like copy of work order/ contract document/ completion certificate from customer/ certificate from auditor) as required in Section III- Instruction to consultants, Part II - Data Sheet]

Please provide citations of 1 relevant consultancy project

Assignment name:	Approx. Value of Contract: (Mandatory field) (Mention contract value in INR)
Country: Location within country	Duration of assignment (months):
Name of Employer:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved & functions performed (indicate most significant profiles such as Project Director/ Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

V. Section 4 - Technical Proposal - Standard Forms

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Pre-Qualification Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

Technical Proposal

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience

A - Consultant's Organization

B - Consultant's Experience against all relevant evaluation criteria

TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Employer

A - On the Terms of Reference

B - On the Counterpart Staff and Facilities

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment

TECH-5 Team Composition and Task Assignments

TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-7A & 7B Staffing Schedule

TECH-8 Work Schedule



1. Form Tech 1 -Technical Proposal Submission Form

To:

Director General,
Directorate of MSME, Government of Haryana
C-3, HSVP Complex, Sector-6, Panchkula

Dear Sir:

We, the undersigned, offer to provide Consultancy for the assignment- 'Selection of Project Management Unit for strengthening of MSME Ecosystem in the State of Haryana' in accordance with your Request for Proposal dated _____ and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.13 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.3 of the Data Sheet.

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

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

2. Form Tech 2 - Consultant Organization and Experience

A - Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity.]



B - Consultant Firm's Experience

[Using the format below, provide information on each assignment for which your firm was legally contracted individually as a corporate entity for carrying out consulting services as requested under this assignment. Consultants should provide all the details (including documentary evidence like copy of work order/ contract document/ completion certificate from customer/ certificate from auditor) as required in Section III- Instruction to consultants, Part II - Data Sheet]

Assignment name:	Approx. Value of Contract: (Mandatory field) (Mention contract value in INR)
Country: Location within country	Duration of assignment (months):
Name of Employer:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved & functions performed (indicate most significant profiles such as Project Director/ Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

3. Form Tech 3 - Comments and Suggestions on the Terms of Reference and on Counterpart Staff and facilities to be provided by the employer

A - On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Inputs and Facilities

[Comment here on inputs and facilities to be provided by the Employer according to Paragraph Reference 1.6 of the Part II Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

4. Form Tech 4 - Description of Approach, Methodology and Work Plan for Performing the Consultancy Assignment

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) *Technical Approach and Methodology,*
 - b) *Work Plan, and*
 - c) *Organization and Staffing,*
- a) **Technical Approach and Methodology:** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
 - b) **Work Plan:** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.
 - c) **Organization and Staffing:** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. The support staff profiles shall be different from Key professional staff as required in Section 5.3 (a) (Iii) of the Data Sheet. The details of these resources shall be given in Form TECH -5.

5. Form Tech 5 - Team Composition and Task Assignments for Consultancy Assignment

Professional Staff			
Name of Staff	Area of Expertise	Position Assigned	Task Assigned

Support Staff as required in Form TECH - 4 (c)			
Name of Staff	Area of Expertise	Position Assigned	Task Assigned

6. FORM TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

1. Proposed Position
2. Name of Firm:
3. Name of Staff:
4. Date of Birth
5. Nationality
6. Education

Name of Institution	Degree(s) or Diploma(s) obtained:	Date

7. Membership in Professional Associations/ Trainings attended

8. Countries of Work Experience:

9. Languages

Language	Reading	Speaking	Writing
English			
Hindi			
Any other			

10. Employment Record:

FROM : _____ TO: _____
 EMPLOYER _____
 POSITION/S HELD _____

FROM: _____ TO: _____
 EMPLOYER _____
 POSITION/S HELD _____

FROM: _____ TO: _____
 EMPLOYER _____
 POSITION/S HELD _____

11. Work Undertaken that Best Illustrates Capacity to Handle the Tasks Assigned

Name of assignment or project:

Year:

Location:

Client:

Main project features:

•

Position/s held:

Activities performed:

•

Name of assignment or project:

Year:

Location:

Client:

Main project features:

•

Position/s held:

Activities performed:

•

Name of assignment or project:

Year:

Location:

Client:

Main project features:

Positions held:

Activities performed:

12. Certification

I, the undersigned, 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.

Full name of authorized representative:

8. Form Tech 8 - Work Schedule (Project Management Plan)

	Activity	Months													
		1	2	3	4	5	6	7	8	9	10	11	12	n	
1.															
2.															
3.															
4.															
5.															
6.															
7.															
8.															
9.															
10.															
11.															
12.															
13.															
14.															
15.															
16.															
17.															
N															

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: Inception, interim, and final reports), and other benchmarks such as Employer approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart.

9. Form Tech 9 - Comments/Modifications suggested on Draft Contract

[Here the consultant shall mention any suggestion/ views on the draft contract attached with the RFP document. The consultant may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]

10. Form Tech 10 - Information Regarding any Conflicting Activities and Declaration Thereof

Are there any activities carried out by your firm or group company which are of conflicting nature as mentioned in para 1.8 of section 2. If yes, please furnish details of any such activities.

If no, please certify,

[We hereby declare that our firm, our associate/ group firm is not indulged in any such activities which can be termed as the conflicting activities under para 1.8 of the section 2. We also acknowledge that incase of misrepresentation of the information, our proposals/contract shall be rejected / terminated by the Employer which shall be binding on us.]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:



VI. Section 5- Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para 4 of the Letter of Invitation.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

1. Form FIN 1- Financial Proposal Submission Form

[Location, Date]

To:

The Director General,
Directorate of MSME, Government of Haryana
C-3, HSVP Complex, Sector-6, Panchkula

Dear Sirs:

We, the undersigned, offer to provide Consultancy for the assignment- 'Selection of Project Management Unit for strengthening of MSME Ecosystem in the State of Haryana' in accordance with your Request for Proposal dated _____ and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures] excluding any taxes and duties. The amount of the local taxes, as identified/estimated is shown in the summary separately.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.13 of the Data Sheet. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery. 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 you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:



2. Form FIN 2 - Summary of Costs

Financial Proposal for providing Consultancy services

Item	Costs in INR
1. Total Costs of Financial Proposal for providing consultancy services (including Out of Pocket expenses (OPE's)) excluding taxes and duties	
2. Taxes and other duties	
Total Amount of Financial Proposal for providing consultancy services (including taxes)	

3. Form FIN 3 - Breakdown of Remuneration

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Employer)

Name	Position	Staff Month Rate without taxes and duties (A)	Proposed total no. of man-months (B)	Total Amount in INR (A*B) excluding taxes and duties
Key Professionals				
Supporting Staff				

1. Form FIN-3 shall be filled in for the same Professional (to be indicated by name) and Support Staff (to be indicated by category) listed in Part II Data Sheet 5.3.
2. Professional Staff and Support Staff should be indicated individually.

VII. Section 6 - Terms of Reference

1. Background

The State of Haryana has emerged as one of the most industrialized States in the country. In the past five years alone, the State GSDP at constant prices has grown from INR 3.7 Lakh Crore (FY 2014-15) to INR 5.72 Lakh Crore (FY 2019-20), registering a compounded annual growth rate of 9%. In 2019-20, the industrial contribution to GSDP was 33%, while that of the service sector was 51%. Further in 2019-20, the industry sector grew at 6.8% and services sector at 8.8% versus the national average of 2.5% and 6.9% respectively. The state has been a leader in manufacturing of cars, two-wheelers, tractors and scientific instruments.

The State boasts of a vibrant Micro, Small and Medium Enterprises (MSME) sector that contributes significantly to the state's income, output and employment. Haryana houses about 9.7 lakh MSMEs generating employment for more than 19 lakh people. However, the number of registered MSMEs as per the UAM data of MoMSME (as of June'20) stands at 2.05 lakh units, highlighting a tremendous opportunity to facilitate transition of a large number of micro and small units to the organized domain.

The manufacturing MSME spectrum in the state comprises both state of the art medium enterprises (majorly located in Panipat, Faridabad, Sonapat and Gurugram) as well as a large number of traditional micro and small enterprises (majorly located in Ambala, Karnal, Rohtak, Sirsa and Kaithal). The major MSME footprint is in the auto/auto components, food & beverages, textiles & apparels, engineering, leather and pharma sectors.

The State has adopted a 'Cluster' approach for development of the MSMEs by enabling them to achieve economies of scale. Focusing on cluster approach, initiatives under EPP 2015 created tremendous on ground impact for enhancing competitiveness of MSMEs. The interventions include setting up of state-of-the-art CFCs, improving market access, vendor development etc.

The policy framework of Enterprises Promotion Policy 2020 (EPP 2.0) aims to foster a vibrant MSME ecosystem, by providing an enabling business environment for MSMEs to grow and overcome their challenges. The policy will further strengthen the MSME sector in state by widening and deepening its cluster development activities to enhance MSME access to technology, finance, quality and markets.

The Government of Haryana in its endeavor to support the 'Atmanirbhar Bharat' campaign, has taken a historic step of setting up a dedicated agency- 'Directorate of MSME' to lay a greater emphasis on promotion & development of the state's MSME sector. As a next step, the Directorate of MSME intends to implement a program to strengthen the MSME ecosystem in the state by establishing a centralized Project Management Unit which will be responsible for furthering the cluster development initiatives & setting up a network of CFCs, provide facilitation services to MSMEs, support in enhancing MSME access to markets, implement various provisions of the EPP 2.0 for development of the MSME sector as well as support the Directorate in fostering a robust performance oriented internal ecosystem.

2. Scope of Work

The overall scope of work for the consultant is divided into 4 tracks:

- a) Track 1: Enhancing competitiveness of MSMEs through widening of cluster development Initiatives
- b) Track 2: Furthering rural entrepreneurship and enhancing marketing and export promotion support to accelerate MSME growth
- c) Track 3: Internal capacity building of Directorate and Project Management Support
- d) Track 4: Evaluation of cases under Haryana Agri Business and Food Processing Policy 2018

The detailed scope of work for each of the 4 tracks is described below:

Track 1: Enhancing competitiveness of MSMEs through widening of cluster development Initiatives

Cluster development track is aimed at enhancing the competitiveness of the state MSMEs by widening the successful interventions under the cluster development schemes of the state government. Under this track, 15 new clusters will be identified across the state as per the identified focus sectors for support under EPP 2.0. Support at various stages will be provided to the identified clusters for approvals of the project and establishment of CFCs. Following are the complete list of activities that will be undertaken as part of this track:

Activity 1.1: State MSME study and Identification of clusters for enhancing MSME competitiveness

- Undertake an assessment of the challenges and opportunities in the state's MSME spectrum
- Identification and prioritization of clusters based on the parameters like focus sector, potential for employment, exports etc. for initiating interventions
- Consultations with key MSME stakeholders for designing a cluster development roadmap with soft/hard recommendations
- Provide a detailed action plan for cluster development in the identified clusters including timelines for various interventions

Activity 1.2: Preparation of 15 Diagnostic Study Reports (DSRs) and Detailed Project Reports (DPRs) for cluster development and Common Facility Centre under State Cluster Development Scheme

- Undertake cluster diagnostic study to assess the current infrastructure available with the cluster, existing status of the cluster.
- Undertake SWOT analysis of the cluster
- Provide a detailed action plan for cluster including hard and soft interventions and assist cluster members in formation of SPV/consortia etc. for managing the cluster
- Provide support for approval of Diagnostic Study Report by the state government
- Undertake technical feasibility and financial viability assessment for the Common Facility Centre (CFC)

- Support in formation of Special Purpose Vehicle (SPV) for managing and running the CFC
- Identify the key plant and machinery requirement along with the requirement of raw material, utilities and services etc.
- Support the SPV in identifying a suitable place for setting up the CFC
- Preparation of Detailed Project Report for establishment of CFC identifying hard and soft interventions to be implemented in the cluster
- Provide support for approval of DPR of CFC by state government

Activity 1.3: Implementation Support upto Completion of Cluster

Part 1 - Soft Interventions

- Gain stakeholder commitment within cluster by organizing trust building meets with key cluster stakeholders
- Assist in SPV formation including enabling visits to Technical/Research institutes
- Assistance in organizing visits to benchmarking clusters
- Assist the SPV in undertaking joint procurement and joint marketing activities

Part 2- Hard Interventions: Project Implementation Support for completion of CFC

- Provide procurement management support as per GFR guidelines i.e. preparation of bidding documents for civil works and equipment/goods
- Support in preparation of bid evaluation reports, minutes of purchase committee/other meetings, contract documents etc.
- Assist the SPV in preparing documentation required by the State Government for release of grants
- Conduct a capacity building program for SPV members in running the CFC as per the scheme guidelines
- Support in monitoring of procurement activities for successful execution of the Cluster

Activity 1.4: Support for evaluation & execution of cluster development projects as per the revised MSE-CDP guidelines of Gol notified dated 11.10.2019

- Detailed review of project proposals/DPRs forwarded by MSME-DI, Gol to Directorate
- Ascertain the viability and appropriateness of proposals forwarded by MSME-DI
- Ranking of proposals submitted by multiple SPVs within one cluster
- Support in conduct of State Level Steering Committee for consideration of proposals and forwarding of cases to Gol
- Support in bank appraisal and obtaining approval of cases from Gol
- Support the implementing agency in undertaking bid process management as per GFR guidelines i.e. review of bidding documents for civil works and equipment prepared by SPV etc.

- Support in preparation of bid evaluation reports and drafting minutes of purchase committee meetings
 - Assist SPVs in development activities such as selection of agencies for project implementation, detailed engineering, site supervision, operational matters etc.
 - Assist the implementing agency/Directorate in preparing documentation required by Ministry of MSME, Govt for release of grant installments
 - Participate in relevant review meetings of MSME-DI, DCMSME. along with the Directorate officials and SPV
 - Assist Directorate in responding to queries raised and information sought by DCMSME from time to time
- Conduct capacity building programs for SPV members

Activity 1.5: Support In Monitoring and Evaluation (M&E) of approved projects

- Development of case studies and success stories of cluster interventions and setting up of CFCs
- Design of online M&E framework for clusters where grant has been disbursed and CFCs partly/fully operationalized which enables creation of dashboards to showcase the success of initiatives
- Capturing of impact of the cluster development initiatives

Key Deliverables - Track 1

- Report on MSME spectrum including list of identified clusters and roadmap for cluster development interventions
- Cluster Diagnostic Study Reports and Detailed Project Reports under State Cluster Development Scheme
- Support for obtaining approval of cluster DPRs from state government
- Implementation support upto completion of CFC as per approved projects under State Cluster Development Scheme
- Observations on viability and ranking of the MSE-CDP proposals sent by MSME-DI
- Minutes of purchase committee meetings and bid evaluation reports of MSE-CDP projects
- Monitoring & evaluation framework on cluster development

Track 2: Furthering rural entrepreneurship and enhancing marketing and export promotion support to accelerate MSME growth

The consultant will provide support in planning and implementation of Directorate's initiatives to enhance state MSMEs' access to domestic and international markets as well as further the rural entrepreneurship initiatives. The consultant shall perform the following activities as part of this track:



Activity 2.1: Supporting rural entrepreneurship and promoting self-employment

- Identify opportunities for promotion of rural entrepreneurship in the state
- Compilation/as-is study of existing state and central government policies/schemes for promotion of rural entrepreneurship
- Conduct benchmarking study of schemes and policies of other states and incorporate value ideas in Haryana policy for comprehensive support to rural enterprises
- Identification of agencies working in the areas of rural entrepreneurship in the state and coordinate with them to enhance awareness about Central and State Government schemes
- Support the Directorate in enhancement of market linkages for rural enterprises
- Identification of focused products (having self-employment generation potential) in districts for preparation of product profiles with detailed value chain analysis
- Creation of two comprehensive reports with (10 product profiles each) for the identified focused products with technical and financial assessment of the projects to provide ready project profiles for new entrepreneurs in the district

Activity 2.2: Enhancing MSME access to markets through eCommerce linkages and digital infrastructure

- Identify relevant e-commerce companies and on-board them to form strategic alliance to assist MSMEs get better access to markets
- Engage with e-commerce companies to design specially curated packages for Haryana MSMEs and support in signing of MoUs
- Planning for e-commerce workshops (online/offline) for MSMEs, traders to enhance awareness around benefits of listing product and the procedure of listing online
- Providing facilitation support to drive e-commerce linkages successfully
- Monitoring of the strategic partnerships in a timely manner to ensure they meet their desired objectives
- Facilitating awareness campaign around need for digital infrastructure, such as digital payments, etc., for MSMEs, small businesses, traders, etc.
- Identification and compilation of simple, cost effective digital solutions to help broad base the visibility and branding of state MSMEs

Activity 2.3: Enhancing Haryana MSMEs' access to international markets

- Undertake regular consultations with key stakeholders (export promotion councils, DGFT, ITPO, TPCI, ECGC, EXIM Bank, Key Export Houses etc.)
- Provide advisory to MSMEs on export documentation, certifications, quality standards, labelling requirements
- Engaging with BMOs, national & international level chambers of commerce and councils to establish strategic partnerships for promotion of MSMEs' access to markets

- Assistance in handling various exports related grievances of Haryana MSMEs such as procedural grievances, taxes, duties, subsidies related grievances etc.
- Support Directorate in taking up demands & concerns of Haryana MSME exporters with relevant Govt bodies such as Ministry of Commerce, Director General of Foreign Trade, Directorate General of Anti-Dumping & Allied Duties etc.
- Creating various collaterals and supporting the State Govt. in presenting the State's point of view in various national forums such as Board of Trade Meetings, National Council for Trade Facilitation meetings etc.
- Assistance in organizing exports promotion workshops for MSMEs, informing them on exports related procedures & potential profits in exports

Activity 2.4: Impact analysis of India's Trade Agreements on Haryana MSMEs

- Identifying key FTAs/PTAs/ BTIAs/Economic Cooperation agreements signed by India which are of relevance to Haryana MSMEs, particularly in thrust sectors
- Analyzing the identified trade agreements in terms of sector-wise impact on duty structure, comparative advantage vis-à-vis other countries, ease of trade/investment etc.
- Time-series & benefit analysis of each of the trade agreement on Haryana's MSME exports growth, imports scenario.
- Comparative analysis of impact of each Trade agreement on Haryana's trade balance.
- Development of knowledge collaterals and effective information dissemination of the key trade agreements to MSMEs and concerned industries associations.
- Drafting of consequent recommendations to be made to Govt on behalf of the State Govt.

Key Deliverables - Track 2

- Two rural entrepreneurship reports having 10 product profiles each
- Draft MoUs to be signed with e-commerce companies
- Organization of eCommerce bootcamps/workshops (online/offline)
- Capacity building workshops on exports promotion & documentation
- Comprehensive impact analysis report of trade agreements
- Easy-to-understand flyers on trade agreements for sharing with MSMEs

Track 3: Internal capacity building of the MSME Directorate and Project Management Support

The consultant will provide project management support at the state and district levels including internal capacity building of the Directorate, monitoring and evaluation etc. Following are the detailed activities which will be undertaken as part of this track:

Activity 3.1: Sharing MSME issues and policy advocacy at regular intervals

- Monitoring of trends in key MSME/business sectors, engaging with key stakeholders for mobilization of issues, particularly due to economic disruptions
- Assessment of expectations of MSMEs/businesses related to government support for various interventions
- Consultations with key internal and external stakeholders to identify policy initiatives for development of MSME sector
- Studying leading international practices for facilitation and promotion of small businesses traders and suggesting ways to include them in organized sector
- Share sector/cluster/district wise inputs with the Directorate and provide advisory inputs suggesting possible sectoral interventions for policy formulation

Activity 3.2: Internal capacity building and performance improvement of the Directorate of MSME

- Creation of an administrative manual for the Directorate of MSME
- Study and analyze existing processes for implementation of MSME related schemes and providing various services to the MSMEs
- Identify and recommend improvements in existing processes for implementation of MSME related schemes
- Conduct training of officers and staff of various Districts Industries Centres
- Conduct training programmes for the officers/staff at HQ/districts
- As a part of the capacity building, the team will conduct 1 National and 1 International tour during the course of the project (based on best practices adopted by different states/countries for MSME development). Two resources from the consultant would accompany the Directorate officials to facilitate the discussions. Logistics for the two resources for these visits would be paid by the state government as per norms.

Key Deliverables - Track 3

- Status reports on trends in various sectors with recommendations
- Administrative manual of the Directorate
- Training programs for Directorate staff on key MSME topics

Track 4: Support for effective implementation of Haryana Agri Business and Food Processing Policy 2018

The Government of Haryana is running an ambitious Agri Business and Food Processing Policy which offers a slew of incentives for strengthening the food processing related ecosystem and value chain integration in the state such as capital subsidies for setting up food processing units, integrated cold chain, enhancing infrastructure facilities in

food parks, empowering FPOs etc. The consultant will be required to support the Directorate in effectively implementing the policy including undertaking pre-approval and post approval activities under various schemes as follows:

- Promotion of key schemes under the policy across the state
- Sensitizing potential investors about detailed guidelines of the scheme
- Evaluation of the received proposals as per the scheme guidelines
- Detailed review of financial feasibility of the projects and sharing observation with Directorate
- Assistance in conduct of Technical Evaluation Committee (TEC) and State Level Committee for Food Processing (SLC-FP) meetings
- Presentation of proposals to TEC and SLC-FP for consideration of approval
- Provide inputs for preparation of the agenda notes and minutes of meetings
- Assist the department in drafting grant approval letters
- Undertake post approval coordination with the beneficiaries
- Assist the Directorate in undertaking field inspections and preparation of inspection reports
- Assistance in preparing documents required for release of grant as per the scheme guidelines
- Assistance in monitoring & evaluation of projects where grant has been disbursed
- Any other support related to implementation of the policy

Key Deliverables - Track 4

- Observations on eligibility and financial viability of the applications
- Presentations to the Technical Evaluation Committee (TEC) and State Level Committee for Food Processing (SLC-FP)
- Agenda notes and Minutes of the Meetings



3. Team Composition

Following are the minimum team deployment for the team members required as part of the PMU. Participants are free to propose resources in addition to the ones mentioned below.

S. No.	Position	No. of resources	Deployment
Professional Staff			
1.	Team Leader cum MSME Development Expert	1	Full time
2.	MSME Financing Lead	1	Full time
3.	Marketing Expert	1	Full time
4.	Public Procurement Expert	1	Full time
5.	Sector Expert 1- Automobile, General Engineering, Metal Expert	1	Part-time (minimum 1/3 rd of project duration)
6.	Sector Expert 2- Food Technology and Processing Expert	1	
7.	Sector Expert 3- Textile Expert	1	
8.	Sector Expert 4- Micro Enterprise Expert	1	
9.	Consultants	4	Full time Out of 4 consultants one consultant would exclusively be deputed for Export cell in the department.

Viii. Section 7 - Standard Forms of Contract and Annexure

STANDARD FORM OF CONTRACT
**Consultants'
Services**

Lump Sum

I. Form of Contract

CONTRACT FOR CONSULTANTS' SERVICES

Lump-Sum

between

[name of the Employer]

and

[name of the Consultant]

Dated:

LUMP-SUM

(All notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, the Government of Haryana acting through Director General, Directorate of MSME, (hereinafter called the "Employer") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

WHEREAS

(a) the Employer has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, having represented to the Employer that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

(a) The General Conditions of Contract;

(b) The Special Conditions of Contract;

(c) The following Appendices: [Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix]

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing Schedule

Appendix D: Total Cost of Services

Appendix E: Duties of the Employer

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

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

(b) the Employer shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of [name of Employer]

[Authorized Representative]

For and on behalf of [name of Consultant]

[Authorized Representative]

I. General Conditions of Contract

1. GENERAL PROVISIONS

1.1	Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time. b) "Consultant" means any private or public entity that will provide the Services to the Employer under the Contract. c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is these General Conditions (GC), the Special Condition (SC), and the Appendices. d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6; e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1. f) "Foreign Currency" means any currency other than the currency of the Employer's country. g) "GC" mean these General Conditions of Contract. h) "Government" means the Government of the Employer's country. i) "Local Currency" means the currency of the Employer's country. j) "Bidder" means the Consultant firm bidding for this consultancy assignment. k) "Member" means the entity. l) "Party" means the Employer or the Consultant, as the case maybe, and "Parties" means both of them. m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
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		<p>n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.</p> <p>o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.</p> <p>q) "In writing" means communicated in written form with proof of receipt.</p>
1.2	Relationship between the Parties	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
1.3	Law Governing the contract	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.
1.4	Language	This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.5	Notices	
1.5.1		Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
1.5.2		A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
1.6	Location	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location

		of a particular task is not so specified, at such locations, as the Employer may approve.
1.7	Authority of Lead Partner	Not applicable
1.8	Authorized representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the employer or the Consultant may be taken or executed by the officials specified in the SC.
1.9	Taxes and Duties	The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India.
1.10	Fraud & Corruption	
1.10.1	Definitions	<p>It is the Employer's policy to require that the Employer as well as Consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Employer:</p> <p>a) defines, for the purpose of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> i. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution; ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract; iii. "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels; iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2	Measures to be taken by the employer	<p>a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;</p> <p>b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract.</p>
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2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1	Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both Parties or any such other later date as may be agreed by both the parties. The date the Contract comes into effect is defined as the Effective Date. Effective date of the contract is the date of approval of the resources.
2.2	Termination of Contract for failure to become more effective	If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
2.3	Commencement of Services	The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
2.4	Expiration of Contract	Unless terminated earlier pursuant to Clause GC 2.2 or extended by the mutual consent hereof, this Contract shall expire at the end of 36 months' period after the Effective Date as specified in the SC.
2.5	Entire Agreement	This Contract contains all covenants stipulations and provisions agreed by the Parties. No agent or

		representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
2.6	Modifications or Variations	<p>a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.</p>
2.7	Force Majeure	
2.7.1	Definition	<p>a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p>

		c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.
2.7.2	No Breach of Contract	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.7.3	Measures to be taken	<p>a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>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 case 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 written notice of the restoration of normal conditions as soon as possible.</p> <p>c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Employer", shall either:</p> <ol style="list-style-type: none"> i. Demobilize; or ii. Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract. <p>e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.</p>

2.8	Suspension	The "Employer" may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.
2.9	Termination	
2.9.1	By the employer	<p>The Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (j) of this Clause GC 2.9.1. In such an occurrence the Employer shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).</p> <ul style="list-style-type: none"> a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing. b) If the Consultant becomes insolvent or go into liquidation or receivership whether compulsory or voluntary. c) If the Consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days. e) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. f) If the Consultant submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer".

		<p>g) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.</p> <p>h) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.</p> <p>i) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>j) Employer reserves the right to terminate the agreement with the selected consultant or reduce the project cost at any stage of the project if the personnel proposed to be deployed full-time on this engagement are not actually working on this assignment on a full-time basis as proposed by Consultant.</p>
2.9.2	By the Consultant	<p>The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2:</p> <p>a) If the Employer fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.</p> <p>b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p>

		<p>c) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p> <p>d) If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the "Employer" of the Consultant's notice specifying such breach.</p>
2.9.3	Cessation of rights and obligations	Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.
2.9.4	Cessation of Services	Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the "Employer", the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.
2.9.5	Payment upon termination	<p>Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2, the Employer shall make the following payments to the Consultant:</p> <p>a) If the Contract is terminated pursuant to Clause 2.9.1 (d), (e), (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3 (h), (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of</p>

		<p>termination;</p> <p>b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (c) and (f) to (i), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the Employer may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to Employer within 30 days of termination date.</p>
2.9.6	Disputes about events and termination	<p>If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p>
2.10	Extension of Contract	<p>The contract shall be extended for a period as required by the Employer based on mutual agreement. The man- month rates used for the calculation of the 'Total Cost of Services' as given in Appendix D shall be effective for such extension.</p>
2.11	Confidentiality	<p>Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it; (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect</p>

		to that information (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.
2.12	Reports	Any information, advice, recommendations or other contents of any reports, presentations or other communications the bidder provides under this Agreement ("Reports"), other than Employer's Information, are for Employer's internal use only (consistent with the purpose of the particular Services) including Employer's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Employer may not rely on any draft Report and the bidder shall not be required to update its Final Report.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General Conditions

3.1.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interest

The Consultant shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Consultant not to benefit from commissions discounts etc.

- a) The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission,

discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

- b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Consultant shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the "Employer".

3.2.2 Consultants and affiliates not to be otherwise interested in projects

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the Employer, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be taken out by the Consultant

The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Accounting, Inspection and Auditing:

The Consultant (i) shall keep accurate and systematic accounts and records in

respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Employer" or the Employer, if so required by the "Employer" or the Employer as the case may be.

3.6 Consultant's Actions Requiring Employer's Prior Approval

The Consultant shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: The Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Consultant to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.

3.7 Reporting Obligations

- (a) The Consultant shall submit to the Employer the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.8 Documents Prepared by the Consultant to be the Property of the Employer

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Employer, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof.
- (b) The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the "Employer"'s prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9 Equipment, Vehicles and Materials Furnished by the "Employer"

Equipment, vehicles and materials made available to the Consultant by the "Employer" or purchased by the Consultant wholly or partly with funds provided by the "Employer", shall be the property of the "Employer" and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the "Employer" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Employer's" instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the "Employer" in writing, shall insure them at the expense of the "Employer" in an amount equal to their full replacement value.

3.10 Equipments and Materials provided by Consultants

Equipment or materials brought into the Government's country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANT PERSONNEL

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

4.2 Description of Personnel

(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer's" written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Consultant. In case where payments under this Contract exceed the ceilings set

forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel

The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".

4.4 Removal or Replacement of Personnel

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 Resident Project Manger

If required by the client, the Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to the "Employer", shall take charge of the performance of such Services.

5. OBLIGATIONS OF EMPLOYER

5.1 Assistance and Exemptions

Unless otherwise specified by the client, the "Employer" shall use its best efforts to ensure that the Government shall:

- a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits, and any other documents required for their stay in India.
- c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. GST or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 Services, Facilities and Property of the "Employer"

(a) The "Employer" shall make available to the Consultant and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.

(b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services.

5.4 Payment

In consideration of the Services performed by Consultant under this Contract, the "Employer" shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel

a) If necessary, the "Employer" shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the "Employer" with the Consultant's advice, if specified in Appendix E.

(b) Professional and support counterpart personnel, excluding "Employer's" liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the "Employer" shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of Services

(a) The total cost of the Services payable is set forth in Appendix D as per the consultant's proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1 (c), payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment

All payments shall be made in Indian Rupees. [In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

6.3 Terms of Payment

The payments in respect of the Services shall be made as follows:

(a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work-related milestones achieved and as per the specified percentage as per appendices.

(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release 75% of the payment for the respective deliverable without further delay (maximum 30 days) and the consultant shall

produce a Bank Guarantee for the same. The remaining 25% of the payment for the respective deliverable shall be paid on acceptance of the deliverable by the Employer. The Bank Guarantee shall be released when the Directorate accepts the respective deliverable.

(c) Final Payment: The final payment as specified in appendices shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Employer" within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the CMC/ Employer (Mention this if presentation is required) with/ without modifications to be communicated in writing by the Employer to the consultant.

(e) If the deliverables submitted by the consultant are not acceptable to the Employer /CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable, and which is accepted by the Employer.

(f) All payments under this Contract shall be made to the accounts of the Consultant specified in the appendices.

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.

(h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with:

(i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.

(ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. LIQUIDATED DAMAGES

The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

The department will do regular reviews of the progress made by the consultants during the execution of project. For any slippages, the bidder will have to induct more resources at their own cost to meet the time schedules. In case of any delay solely attributable to the consultants, the Department may impose a penalty 1% of payment to be made to the Consultant for each milestone wherein delay has occurred, for each week of delay subject to a maximum limit of 10%. Any delay beyond this period may lead to termination of contract with no further payments and department will debar the vendor for 2 years.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration

a) In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration

and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Govt of Haryana. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

(b) Arbitration proceedings shall be held in India at the place to be indicated by employer and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. MISCELLANEOUS PROVISIONS

(i) Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Contractor/Consultant shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) The Contractor/Consultant, shall be severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services.

(v) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of Haryana against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(vi) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.

(vii) The Contractor/ Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, subcontractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.

(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

10. Limitation of Liability

10.1 Limitation of Liability

The Employer (and any others for whom Services are provided) shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Employer (and any others for whom Services are provided) shall not recover from the Consultant, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.

II. Appendices

APPENDIX - A

DESCRIPTION OF SERVICES

[Give Note: This Appendix will include the final Terms of Reference worked out by the "Employer" and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by "Employer", etc.]

Appendix - B

REPORTING REQUIREMENTS

[List format, frequency and contents of reports; persons to receive them; dates of submission, number of copies, etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C

STAFFING SCHEDULE

(Include here the agreed (negotiated) staffing schedule including the engagement of sub-contractors, if any)

Appendix D

TOTAL COST OF SERVICES

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

Appendix E

DUTIES OF THE "EMPLOYER"

(Include here the list of Services, facilities and property to be made available to the Consultant by the "Employer").

III. Format of Bank Guarantee

Dear Sirs,

Guarantee No. _____

Amount of Guarantee _____

Guarantee cover from _____

Last date for lodgment of claim _____

This Deed of guarantee executed by the..... (name of Bank) having its Central Office at and amongst other places, a Branch at _____ (hereinafter referred to as 'the Bank') in favour of _____ (hereinafter referred to as 'the Beneficiary ') for an amount not exceeding Rs _____ (Rupees _____) the request of _____ (hereinafter referred to as 'the Contractor/s').

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs. _____ (Rupees _____) and the Guarantee shall remain in full force up to _____ (Date of expiry) and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the Bank on or before the _____ (last date of the claim).

BANK GUARANTEE

To

Director General, MSME
Government of Haryana

Dear Sir,

BANK GUARANTEE

WHEREAS

..... (Company name), a company registered under the Companies Act, 1956 having its registered and corporate office at, hereinafter referred to as "our constituent", Which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated _____ (Herein after, referred to as "contract") with Directorate of MSME, Govt. of Haryana as detailed in the said contract.

We are aware of the fact that as per the terms of the Contract, (Company name) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount INR (in words) and guarantee the due by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent. In Consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we (Name and Branch of Bank) have agreed to issue this Bank Guarantee.

Therefore, we (Name and Branch of Bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of INR (Amount in words) without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Bank Guarantee shall continue and hold good till date subject to the terms and conditions in the said Contract. We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract to

BANK GUARANTEE

To

Director General, MSME
Government of Haryana

Dear Sir,

BANK GUARANTEE

WHEREAS

..... (Company name), a company registered under the Companies Act, 1956 having its registered and corporate office at, hereinafter referred to as "our constituent", Which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated _____ (Herein after, referred to as "contract") with Directorate of MSME, Govt. of Haryana as detailed in the said contract.

We are aware of the fact that as per the terms of the Contract, (Company name) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount INR (in words) and guarantee the due by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent. In Consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we (Name and Branch of Bank) have agreed to issue this Bank Guarantee.

Therefore, we (Name and Branch of Bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of INR (Amount in words) without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Bank Guarantee shall continue and hold good till date subject to the terms and conditions in the said Contract. We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract to

date ___ as per said Contract. We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights:

(i) Requiring beneficiary to pursue legal remedies against (Company name) for notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained herein above, our liability under this Bank Guarantee is restricted to INR..... (Amount in words) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the Power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our

constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, Notwithstanding any arrangement that may be entered into between you and our Constituent, during the entire currency of this guarantee.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject-matter hereof brought by you may not be enforce in or by such court.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed INR (Amount in words).

This Bank Guarantee shall be valid only up to _____ (date).

We are liable to pay the guaranteed amount or part thereof under this Bank Guarantee only and only if we receive a written claim or demand on or before _____ (date).

Dated _____ this _____ day _____ 20__

Yours faithfully,

For and on behalf of the _____ Bank,

(Signature)

Designation

(Address of the Bank)

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.