

Request for Proposal (RFP)

For

Selection of Consultant for providing Advisory Services for Implementation and Execution of Ease of Doing Business Reforms (EoDB - BRAP), District Level Business Reforms Action Plan (DLBRAP) and Start up Framework Ranking for the state of Gujarat

Industrial Extension Bureau (iNDEXTb), Government of Gujarat

Block No. 1, 2nd Floor, Udyog Bhavan, Gandhinagar, Gujarat 382010

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Disclaimer

- 1 The Request for Proposal (RFP) is issued by Industrial Extension Bureau (iNDEXTb), a Government of Gujarat organization.
- 2 In taking up the said assignment, each interested bidder should make its own independent assessment and seek its own professional, technical, financial and legal advice.
- 3 Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither iNDEXTb nor Government of Gujarat (GoG), nor any of their officers or employees, nor any of their advisers nor consultants, accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Assignment, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.
- 4 The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment. It does not, and does not purport to, contain all the information that a recipient may require. Neither iNDEXTb, nor GoG, nor any of their officers; employees nor any of its advisors nor consultants undertakes to provide any recipient with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed Assignment, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Assignment and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Assignment.
- 5 This RFP may include certain statements, estimates, projections, designs, targets and forecasts with respect to the Assignment. Such statements, estimates, projections, targets and forecasts, designs reflect various assumptions made by the management, officers and employees of iNDEXTb, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relief on as, a promise, representation or warranty.
- 6 The issue of this RFP does not imply that iNDEXTb is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Assignment and the iNDEXTb reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Mere submission of a responsive Bid does not ensure selection of the bidder.
- 7 The Bidder will bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by iNDEXTb or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the

Bidder and iNDEXTb will not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Date: 07/09/2019

Place: Gandhinagar

For & on behalf of iNDEXTb

1 Invitation for Proposal

- 1.1. The State of Gujarat has always been at the forefront of economic growth in the country. To further strengthen Gujarat's image and ecosystem as an investor friendly state, Government of Gujarat (GOG) will focus on implementation of reforms pertaining to Ease of Doing Business - Business Reforms Action Plan (EoDB - BRAP), District Level Business Reform Action Plan (DLBARP) and reforms pertaining to Start up framework ranking which includes simplification of procedures, minimizing of waiting period and enhancement of doing ease of business environment.
- 1.2. To undertake these activities, iNDEXTb as investment facilitation agency of Government of Gujarat is associated with a number of GoG departments related to various approvals for the potential entrepreneurs/investors. GOG intends to further strengthen the Government approval process as part of good governance practices
- 1.3. iNDEXTb (the "Client") invites financial proposals (the "Proposals") from interested firms for selection of an advisor (the "Consultant") who will be responsible for providing the required consulting services for implementation and execution of Eodb-BRAP, DLBARP and Start up Ranking Framework.
- 1.4. Government of Gujarat (GOG), iNDEXTb is vested with the responsibility of selecting a suitable agency for this purpose. Through this RFP, iNDEXTb intends to select and appoint an in-house Consultant for an initial contract period of 12 (Twelve) months (the "Consultancy Period") and further extendible to 12 months subject to the mutual agreement of the Consultant and iNDEXTb. For further one year, decision to extend the contract will be fully vested with iNDEXTb.
- 1.5. iNDEXTb plans to implement these above mentioned reforms for more than 16 departments across all the 33 districts, which are further divided in 6 zones in the state of Gujarat. Detailed list of reforms along with applicable department is mentioned in the subsequent section of this RFP.
- 1.6. The proposal comprising of Technical proposal along with security, bid processing fee and Financial proposal will be submitted in two separate envelopes duly labelled and placed in an outer envelope labeled as **"Selection of Consultant for providing Advisory Services for Implement and Execution of EoDB, DLBRAP and Start up for the state of Gujarat"** which will be delivered at the address given below in 1.7

1.7. All communications including the submission of Proposal should be addressed to: **Managing Director, iNDEXTb**

Address: Industrial Extension Bureau (iNDEXTb), Block No. 1, 2nd Floor, Udyog Bhavan, Gandhinagar, Gujarat 382010

Email: md@indextb.com

1.8. A Bid Security of Rs. 1,50,000 (Rupees One Lakh Fifty Thousand only) in the form of Bankers' Cheque or Demand Draft from a Nationalized/Scheduled Bank payable at Gandhinagar in the favor of "Industrial Extension Bureau" will accompany the Bids. An additional nonrefundable Demand Draft of Rs. 5,000/- (Rupees Five Thousand Only) will have to be provided towards Bid Processing Fees.

1.9. The Bids will be filled in English and all entries must be typed and written in blue/black ink. Initials of the Authorized representative of the Bidder must attest all erasures and alterations made while submitting the Bids. The price bid is compulsorily to be submitted online on www.indextb.nprocure.com. Failure to comply with any of these conditions may render the Bid invalid.

1.10. Queries, if any, proposed to be raised at the pre-bid conference by the Bidders should be e-mailed to md@indextb.com at least one (1) working day before the date of the pre-bid conference

1.11. The Bid evaluation process is detailed out in this RFP. The Technical Bids will be evaluated as per the criteria laid down in the document.

1.12. The tender document and subsequent amendments can be downloaded from website: www.indextb.com and www.indextb.nprocure.com

Date: 07/09/2019

Place: Gandhinagar

For & on behalf of iNDEXTb

2 Bid Summary – Data Sheet

Assignment Title	Selection of Consultant for providing Advisory Services for Implementation and Execution of Ease of Doing Business Reforms (EoDB - BRAP), District Level Business Reforms Action Plan (DLBRAP) and Start up Framework Ranking for the state of Gujarat
Client	Industrial Extension Bureau (iNDEXTb)
Location	Industrial Extension Bureau (iNDEXTb) , Block No. 1, 2nd Floor, Udyog Bhavan, Gandhinagar, Gujarat 382010
Bid Submission & Evaluation	
Bid Processing Fee	Rs. 5,000/- (Rupees Five Thousand Only)
Bid Security	Rs. 1,50,000 /- (Rupees One Lakh Fifty thousand only)
<p>Envelopes</p> <ol style="list-style-type: none"> 1. Technical Proposal (Hard copy only) 2. Financial Proposal (Online only) 3. Tender fee (Online and Hardcopy) 4. EMD (Online and Hardcopy) 5. Cover Envelope <p>(The “Technical Proposal envelope” should separately comprise of the Pre Qualification (4.10) and the Technical Qualification (4.11)).</p>	<ol style="list-style-type: none"> 1. Technical Proposal should be placed in single envelope duly labeled as “Technical proposal” 2. Tender fee should be placed in single envelope duly labeled as “Tender fee” 3. Bid security should be placed in single envelope duly labeled as “Bid” 4. All the above envelopes should be put in a separate big cover labeled as “(Bidder’s name)_Proposal for Selection of Consultant for providing Advisory Services for Implementation and Execution of Ease of Doing Business Reforms (EoDB - BRAP), District Level Business Reforms Action Plan (DLBRAP) and Start up Framework Ranking for the state of Gujarat”
Bid Evaluation	Quality and Cost Based Selection (QCBS) – 70% Technical; 30% Commercial

Bid Conditions	
Validity for Bid Security	Valid for 90 days from the Proposal Due Date
Important Dates	
Issue of RFP	7 September 2019
Queries Submission for Pre bid	17 September 2019
Pre Bid Conference	18 September 2019
Release of Corrigendum/ Minutes of the meeting	21 September 2019
Submission	30 September 2019 upto 4:00 PM
Date and Time of Opening Bids	30 September 2019, 4:15 PM
Technical Presentation of Bidders	It will be informed to successful bidders
Opening of Price Bid	After completion of technical presentation
Assignment Duration	12 months. After 12 months as may be decided by iNDEXTb but not beyond next 12 months period. If the assignment required a conclusion, the right to extend or adjust the period remains with iNDEXTb.

3 Definition and Interpretation

3.1 Definition

- 1) 'Bid/Detailed Bid/ Proposal' shall mean the Bid submitted by the Bidder in response to the RFP including clarifications and/or amendments to RFP, if any.
- 2) 'Bid Security/ EMD' shall mean the security furnished by the Bidder in form of a Demand Draft/ Bankers' Cheque, as stipulated in the RFP document.
- 3) 'Bidder' shall mean applicant who has submitted his Bid in response to the RFP. Applicant is required to submit Bids / Proposals in any one of the above stated categories.
- 4) 'Completion Certificate' means the certificate issued by iNDEXTb in the manner set out as per the terms of RFP/ Agreement after the completion of the Project.
- 5) 'Selected Bidder' shall mean the bidder who has been selected and nominated by the iNDEXTb for the Project on the terms and conditions stipulated in the RFP / Agreement.
- 6) 'Due Date' shall mean the last date for submission/receipt of the Bid, as mentioned in the RFP document.
- 7) 'Financial Bid' or 'Price Bid' shall have the meaning as set forth in the RFP documents.
- 8) 'Financial Year' will mean year starting 1st April to 31st March. In case Bidder's financial/accounting years are different from the above, the immediate past financial/accounting years of the Bidders as per their annual reports will be applicable for the evaluation.
- 9) iNDEXTb referred to as client in this RFP.

3.2 Interpretation

In the interpretation of this RFP, unless the context otherwise requires:

- 1) The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;
- 2) Reference to any gender includes other genders;
- 3) Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;
- 4) A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- 5) The terms "include" and "including" will be deemed to be followed by the words "without limitation", whether or not so followed;
- 6) Any reference to a person will include such person's successors and permitted assignees;
- 7) A reference to a "writing" or "written" includes printing, typing, lithography and other means of reproducing words in a visible form;

- 8) Any date or period set forth in this RFP will be such date or period as may be extended pursuant to the terms of this RFP;
- 9) A reference to "month" will mean a calendar month, a reference to "week" will mean a calendar week and a reference to "day" will mean a calendar day, unless otherwise specified.
- 10) The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP.
- 11) In case of any conflict, discrepancy or repugnancy between the provisions of RFP documents, provisions of the agreement will prevail over and supersede the provisions of other documents;
- 12) The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and will not be used to interpret the provisions of the Agreement;
- 13) All capitalized words and expressions used in the RFP but not define therein will have the same meaning as ascribed to them in the Agreement.

4 Instruction to Bidders

4.1 Conflict of Interest

- 4.1.1. The selected Firm/ Agency should provide professional, objective and impartial service and hold iNDEXTb interest paramount.
- 4.1.2. The selected Firm/ Agency will not downstream or outsource the scope of work under this assignment in its entirety.

4.2 Validity of Proposal

The following will be considered for the validity of the proposals deemed submitted:

- 4.2.1 The Bids submitted will remain valid for 90 days from the Due Date of submission.
- 4.2.2 iNDEXTb reserves the right to reject a proposal valid for a shorter period as non-responsive.
- 4.2.3 In exceptional circumstances, prior to the expiry of the original bid validity period, iNDEXTb may request the Bidders to extend the period of validity for a specified additional period. The request for the extension will be made in writing. Bidder will not be permitted to modify its Price Bid, but will be required to extend the validity of the Bid for the period of extension
- 4.2.4 Extension of validity period by the Bidder should be unconditional. A Bidder may refuse the request without forfeiting the Earnest Money Deposit (EMD).

4.3 Right to Accept or Reject Any Proposal

- 4.3.1 iNDEXTb reserves the right to annul the RFP process, or to accept or reject any or all the Proposals in whole or part at any time without assigning any reason and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision

4.4 Corrupt or Fraudulent Practices

It is required that the Bidders observe the highest standard of ethics during the Bidding process. In pursuance of this policy, iNDEXTb:

- 4.4.1 Defines, for the purposes of this provision, the terms set forth below as follows:
 - a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the Bidding process or in the execution of any Agreement with iNDEXTb, or bringing political pressure.
 - b. "Fraudulent practice" means a misrepresentation of facts in order to influence the Bidding process or in the execution of any Agreement with iNDEXTb to the detriment of Society, and includes collusive practice among Bidders (prior to or after Proposal submission) designed to deprive iNDEXTb of the benefits of free and open competition.

- c. "Unfair trade practice" means supply of services different from what is ordered on, or change in the Scope of Work.
- d. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of Contract.

4.4.2 Shall reject the bid, at any stage, if it determines that the Bidder recommended for selection has engaged in corrupt or fraudulent practices during bidding process.

4.5 Clarifications and Amendments of RFP

The Clarifications/ Queries, if any, proposed to be raised at the pre-bid conference by the Bidders should be e-mailed to md@indextb.com at least one (1) working day before the date of the pre-bid conference.

At any time prior to the deadline for submission of bids, iNDEXTb, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment.

Any amendments/ corrigendum/ modification will be uploaded on the www.indextb.com and www.indextb.nprocure.com and such modification will be binding on the bidders.

In order to allow prospective bidders reasonable time to take the amendment in to account in preparing their bids, iNDEXTb, at its discretion, may extend the deadline for the submission of bids.

4.6 Bid Security

The Bidder will furnish a Bid Security amounting to Rs. 1,50,000 /- (Rupees One Lakh Fifty thousand only).

The Bid Security will be in Indian Rupees and will be in the form of Bankers Cheque or Demand Draft from any of the Nationalized / Scheduled Bank in favor of "Industrial Extension Bureau" payable at Gandhinagar.

The Bid Security of unsuccessful Bidders will be refunded on request by the Bidder after final award of Contract.

The Bid Security will be forfeited on account of one or more of the following reasons:

- Bidder withdraws the Proposal during the validity period specified in RFP.
- Bidder does not respond to requests for clarification of its Proposal.
- Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
- Successful bidder does not accept Letter of intent and/or sign an agreement.

4.7 Preparation of Proposal

- 4.7.1 Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP may be considered as non-responsive and may be liable for rejection
- 4.7.2 Adherence to formats, wherever prescribed, is required. Non-adherence to formats may be a ground for declaring a Bid non-responsive
- 4.7.3 All communication and information will be provided in writing and in English language only
- 4.7.4 All financial data will be given (converted) in Indian Rupees only.
- 4.7.5 All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
- 4.7.6 No Bidder is allowed to modify, substitute, or withdraw the Proposal after its submission. However, iNDEXTb or any of its agencies reserves the right to seek additional information and/or certification from the Bidders, if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information and/or clarifications sought by iNDEXTb or any of its advisors / consultants, may be a ground for rejecting the Bid.
- 4.7.7 If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by iNDEXTb or any of its agencies, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of iNDEXTb or any of its agencies and if iNDEXTb or any of its advisors/agencies/consultant is adequately satisfied
- 4.7.8 Every page should be sealed and signed by the bidders. Submitted Bid should be in the prescribed order and in formats as provided along with this RFP. Bids, not submitted in manner and formats as detailed in this document are liable to be rejected.
- 4.7.9 Bidders should read corrigendum/addendum and should submit their Bids in line with same.

4.8 Pre Bid Meeting

A pre-bid meeting will be held on 18th September 2019 by 1200 hours at Conference Room, iNDEXTb, Udyog Bhavan, Gandhinagar and Bidder's designated representative(s) are invited to attend the pre-bid meeting.

The purpose of the pre-bid meeting will be to clarify queries of the Bidders related to the Project and RFP document, if any.

Minutes of the pre-bid conference will be uploaded on www.indextb.com and www.indextb.nprocure.com any amendments / corrigendum / modification will be binding on the bidders.

4.9 Evaluation of Proposal

4.9.1 iNDEXTb may constitute an Evaluation committee to evaluate the Proposals submitted by Bidders for a detailed scrutiny. Subject to terms mentioned in the RFP, a two-stage process, as explained below, will be adopted for evaluation of Proposals submitted by the specified date and time

4.9.2 The proposal will be evaluated as per minimum eligibility criteria and scoring pattern as per QCBS (70% Weightage - Technical Proposal and 30% Weightage to Financial Proposal) as outlined in 4.11.

4.10 Minimum Eligibility Criteria - Pre Qualification

The Bidders will meet all the eligibility criteria, as defined under for each category:

Sr. no.	Criteria	Supporting Document
1	The Firm / Agency should be a registered entity with minimum 5 years of existence as on 31 st March 2019	1. Certificate of Incorporation / Registration 2. Pan Card
2	The Firm / Agency should have a positive net worth in the last 3 financial years	CA Certification
3	The bidder should have relevant work experience (assessment studies, district level implementation, competitiveness assessment studies, Government policy advisory etc.) in last 5 years (i.e., 1 st April 2014 onwards to 30 th September 2019) with Govt bodies	Work Order/ Completion Certificate / Acknowledgement Letter / Any other relevant supporting document from State Government/Central Government or its PSUs/Board/Corporation/Society/Authorities.
4	The Firm / Agency should not have been black listed by Central or State Governments & PSUs	Self-Certification

The bidder meeting with all the Minimum Eligibility criteria as defined above, will only be eligible for further technical evaluation, as under.

4.11 Evaluation of Technical Proposal – Technical Qualification

Technical Proposals would be evaluated further only for those Bidders (separately under each category as given above), who qualify Minimum Eligibility criteria as defined above.

The Technical Evaluation will be based on the parameters and marks as mentioned in the Table below.

Sr. No.	Criteria	Maximum marks	Evaluation Criteria
Company / Firm Experience – 35 marks			
1	Experience of undertaking assessment studies with Govt bodies	10-marks	<ul style="list-style-type: none"> • 3 projects – 10-marks
2	Experience of undertaking competitiveness assessment studies with Govt bodies	10-marks	<ul style="list-style-type: none"> • 3 projects – 10-marks
3	Experience of conducting district level study	5 marks	<ul style="list-style-type: none"> • 1 project – 5 marks
4	Experience of implementing/undertaking capacity building projects	10-marks	<ul style="list-style-type: none"> • 3 projects – 10-marks
Manpower / Resources – 25 marks			
5	Project Leader (full time) (1 resource)	5 marks	Educational Qualification – Post graduate from renowned institution <ul style="list-style-type: none"> • Length of Professional Experience - at least 12 (Twelve) years of experience in Government advisory assignments. • Should have experience on advisory assignments involving business process reengineering, project management and vendor management. • Should have worked on at least one government advisory project involving BPR, IT Project Management and Program Management Unit in the region.

Sr. No.	Criteria	Maximum marks	Evaluation Criteria
6	Team Manager (full time) (Total 2 resources - 1 for Ease of Doing Business and Start up Framework; 1 for District Level Business Reforms Action Plan)	5 marks for each resource (Total 10 Marks)	Educational Qualification - Post graduate from a renowned institutions <ul style="list-style-type: none"> Length of Professional Experience - at least 7 (seven) years Should have been involved in implementation of at least 5 Government assignments
7	Team Members (Total 5 resources - 2 resources - Ease of Doing Business; 1 resource - Start up framework and 2 resources - District Level Business Reforms Action Plan)	Total 10 marks (2 marks for each resource)	Five (5) team members with following qualification (full time): <ul style="list-style-type: none"> Educational Qualification - Graduate Length of Professional Experience - at least 3 (three) years Should have experience of working with State Governments
8	Technical Presentation	10 marks	
	TOTAL	70 marks	

Evaluation Committee may, at its discretion, call for additional information from the Bidder(s). Such information has to be supplied within the set out time-frame, otherwise the Evaluation Committee will make its own reasonable assumptions at the total risk and cost of the Bidders and the Proposal is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the proposal.

The Bidders will provide all the necessary documents, samples and reference information as desired by the Committee. The Bidders will also assist the Committee in getting relevant information from the Bidders references, if desired.

For calculating the Technical Score (St) the individual scores, as per respective marks specified above, will be summed up.

The bidders securing 50 or more marks in above technical evaluation will only be considered for opening of financial bid and further evaluation. However, the Committee reserves right to

reduce above 50 marks threshold criteria, if no bidder gets minimum 50 marks, or if committee feels that more bidders needs to be added,.

4.12 Evaluation of Financial Proposal

Financial proposals of only those firms who are technically qualified and securing 50 or more marks will be opened publicly. The qualified bidders will be informed about the date and time of the financial bid opening. Representatives from the qualified bidders may choose to remain present in the financial bid opening. The name of the Firm, their technical score (if required) and their financial proposal will be read out aloud.

iNDEXTb will correct any computational errors. While correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail.

After opening of financial proposals, final scores will be calculated as per Clause 4.13 below. The highest total score calculated as per Clause 4.13 will be used as the basis to declare selected bidder and be eligible for award of the contract. This selected Agency will then be invited for negotiations, if considered necessary.

4.13 Calculation of Total Final Score

The lowest evaluated Financial Proposal (F_m) is given the maximum financial score (S_f) of 100. The formula for determining the financial scores (S_f) of all other Proposals is calculated as following:

$S_f = 100 \times F_m / F$, in which

“ S_f ” is the financial score of the bidder,

“ F_m ” is the lowest price amongst all the qualified proposals, and

“ F ” the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 70 [weight]; P = 30 [weight]

Proposals are ranked according to their combined technical (S_t) and financial (S_f) scores using the weights.

Final score is calculated as $S = S_t \times T\% + S_f \times P\%$. (Final Score)

The proposals will be ranked in terms of total points scored. The proposal with the highest total points will be awarded contract and will be called for negotiations, if required.

4.14 Payment Terms

Payment will be released monthly on pro rata basis.

5 Scope of Work

The scope of work is mentioned below. The Consultant is expected to develop a detailed action plan for undertaking each of these activities

1. Review of current processes and identify gaps as per the requirement of Ease of Doing Business - BRAP, Start up ranking framework and District Level Business Reform Action Plan

Gujarat has been implementing the EoDB initiative and has undertaken several reforms in the last year under the BARP Reforms. As part of this assignment, the Consultant is required to review the current processes and reforms as part of the existing Ease of Doing Business initiative. The following are the key activities (not limited to):

- Conduct As-Is analysis of current operational processes and information requirements of Department and field offices/ regional offices, viz, the District Reform Plan drafted by DPIIT (October 2018), Ease of Doing Business - BRAP 2018/2019 drafted by DPIIT and Start up ranking framework 2019.
- Coordination with Department to map the existing processes and chain of command for approval. Also map the number of applications which are currently processed manually
- Documentation of existing Functional design and processes

2. Documentation of To-Be processes as part of Business Process Re-engineering

Based on the review of current processes in point 1 above, the Consultant is required to propose the need for business process re-engineering including chain of command for approvals as per the relevant reform plans. The scope of work under this will include (not limited to):

- Document set of streamlined re-engineered processes and Information requirements, including:
 - Narrative description of each re-engineered process
 - Documenting and specifying the re-engineered processes
 - Development of a comprehensive data dictionary, etc.
- Identify the applications which are currently processed manually and need integration with the Investor Facilitation Portal (IFP)

- Examine the current policy, institutional and regulatory environment, regulatory interfaces, practices and processes for investors and businesses across various identified departments and identify key bottlenecks impacting the Ease of Doing Business
 - Identify Innovative/Best Practices (Policy Improvement, Process Improvement, Institutional Mechanism improvement and Implementation Improvement) adopted by the other states as per the District level reforms exercise. This will be a benchmarking study to draft the overall business process re-engineering strategy for the state of Gujarat
 - Formulate an action plan (Policy Improvement, Process Improvement, Institutional Mechanism improvement and Implementation Improvement) for improving the business environment in Gujarat as a whole in consultation with key stakeholders such as relevant government departments
- 3. Support in integration of departmental websites and applications to the Investor Facilitation Portal**
- Coordinate with various departments in drafting the online process for approval and document requirement
 - Support in minimizing redundancy of documents required for multiple applications
 - Assist the concerned department in defining the timeline for various approvals online and mechanism for grievance redressal, if any
 - Coordinate with the appointed developer in integrating the applications and websites
 - Support in creating user manuals and self-help videos for the investors to navigate across the portal
- 4. Assistance in capacity building, submission and compliance to questionnaire pertaining to relevant reforms**
- Undertake capacity building workshops to apprise the concerned departments and officials about Ease of Doing Business – BRAP, Start up ranking framework and District Level Business Reforms Action Plan reforms.

- Prepare document checklist for each application mentioned under EoDB, Start up ranking Framework and DLBRAP and disseminate the same to the concerned officials in various departments
- Liaise and co-ordinate with various Departments for achievement of reform points enlisted in EoDB, Start up Ranking Framework and DLBRAP and also with DPIIT where required
- Support in verifying and uploading the proofs as required for submitting the EoDB, Start up Ranking Framework and DLBRAP questionnaire on Department for Promotion of Industry and Internal Trade (DPIIT) website
- Periodically monitor and evaluate implementation of ease of doing business reforms by District Industries Centers (DICs)
- Propose relevant modifications/ enhancements to the Single Desk Portal and ensure implementation
- Coordinate linking the framework to the CM dashboard
- Support with incorporating suggestions in Gujarat Clearance Window Clearance Act 2017 as per EoDB, Start up Ranking Framework and DLBRAP.

5. Assistance with Investor outreach and drawing feedback on the portal

- Assist the State with representations at various industry forums, inter- government summits, workshops and conferences, etc. where EoDB is discussed. The Consultant is required to support in preparation of presentations and collation of key action points for implementation based on approval from Competent Authority
- Support the client in reaching out to users/ investors of the portal and Study user behavior on the Single Desk Portal and identify areas of enhancing the user experience
- Suggest initiatives to improve investor communication through instruments like Investor Newsletter, periodic communication through SMS, email etc.
- Conduct quarterly investor feedback survey to understand investor satisfaction with the single window mechanism and undertake measures as applicable

6. Assist in coordinating relevant review meetings of respective reform plans with the authorities at the headquarter.

The consultant will provide the following resources:

Sr. No.	Key Personnel	Deployment of Resources
1	Project Leader	1
2	Team Manager	2
3	Team member	5
	Total	8
<p>All the resources shall be working full time on the mentioned project and there shall not be shared working by the leader, managers and team members on the other projects unless otherwise directed by iNDEXTb.</p>		

*Team member numbers are indicative to minimum of 5. There could be addition to this category of resources as the project progresses.

The zones are mentioned below

- Zone 1 - North Gujarat (Gandhinagar, Mehsana, Banaskantha, Aravalli, Patan, Sabarkantha)
- Zone 2 - Central Gujarat (Ahmedabad, Baroda, Anand, Kheda, Panchmahal, Dahod, Narmada, Chhota Udaipur)
- Zone 3 - South Gujarat (Surat, Valsad, Navsari, Bharuch, Dang, Narmada, Tapi)
- Zone 4 - Saurashtra - 1 (Rajkot, Surendranagar, Morbi, Jamnagar, Botad)
- Zone 5 - Kutch
- Zone 6 - Saurashtra - 2 (Bhavnagar, Porbandar, Amreli, Junagadh, Gir Somnath, Devbhumi Dwarka)

6 General Terms and Conditions

NOTE: Bidders should read these conditions carefully and comply strictly while submitting the Proposal.

- Rate will be written in figures and words also in Indian Rupee only.
- Agency will not assign or sublet the Assignment in its entirety to any other agency
- Rates quoted will be valid up to one year from the date of Agreement.
- In the event of any loss / damage to iNDEXTb, the Bidder will be liable to make good such loss found. No extra cost on such will be admissible.
- Direct or indirect canvassing on the part of the Bidder or his representative will lead to disqualification.
- If a Bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his Bid is liable for summarily rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of Bid issued by the iNDEXTb.
- iNDEXTb reserves the right to accept or reject one or all bids without assigning any reasons.
- Refund of Bid Security: The Bid Security of unsuccessful Bidders will be refunded soon after final acceptance of the successful Bidder's Proposal, i.e., acceptance of work order by the successful bidder
- The expenses of completing and stamping the Agreement will be paid by the selected Bidder and iNDEXTb will be given free of charge one executed stamped counter part of the Agreement.
- Remittance charges, if any, on payment made will be borne by the Bidder.
- Termination: The Assignment can be terminated at any time by iNDEXTb, if the services are not up to his satisfaction after giving an opportunity to the selected Agency of being heard and recording of the reasons for repudiation. The notice period for termination will be 30 days
- If the Agency requires an extension of time in completion of contractual service on account of occurrence of any hindrance, he shall apply in writing to iNDEXTb, for the same immediately on occurrence of the hindrance but not after the stipulated time.
- All legal proceedings, if necessity arises, by any of the parties needs to be lodged in courts situated in Gandhinagar.
- The IPR and other rights of the material or documents developed during the course of assignment will be the ownership of iNDEXTb.
- For the purposes of this clause, "Force Majeure" means an event beyond the control of the Agency/Firm and not involving the agency's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of iNDEXTb in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the Agency/Firm will promptly notify iNDEXTb in writing of such condition and the cause thereof. Unless otherwise directed by iNDEXTb in writing, the Agency/Firm will continue to perform its obligations under the Contract as far as is reasonably

practical, and will seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- The preferred bidder will be required to setup a working office in Ahmedabad / Gandhinagar to ensure regular interaction with iNDEXTb. The client may provide office space if needed
- Resources will be ready to travel as required in the project. No Out of Pocket payment will be made for travel within Gandhinagar. All other expenses required for travel outside Gandhinagar will be on actuals and billed on a monthly basis.
- Travelling, food, hotel and other incidental expenditure for travelling within Gujarat or outside Gujarat will be reimbursed by the client on actuals
- The manpower of the successful bidder will not undertake any out of State travelling, without prior approval of the client and in such circumstances, approval of Air/Rail travel or Road travel/Mileage permission, entitlement in hotel, food etc. will be approved on case to case basis.

7 Opening of Proposal

- 7.1 Technical proposal will be opened as per the Data Sheet at iNDEXTb office in the presence of Bidders or their authorized representatives who choose to attend the opening of Bids.
- 7.2 The date of opening of financial bid will be intimated to the technically qualified Bidders in due course.
- 7.3 The Evaluation Committee will determine whether the financial bids are complete, unconditional and free from any computational error. The financial bid which are incomplete or with ambiguity will not be opened under any circumstances.
- 7.4 The cost indicated in the Financial Bid will be treated as final and reflecting the total cost of services.

8 Award of Contract

- 8.1 Contract will be awarded to the bidder with the highest total points (i.e. total of the technical and financial score). The Managing Director, iNDEXTb will be the competent authority in this regard whose decision will be final & binding
- 8.2 Notification on Award of Contract for Bidder will be made in writing to the successful Bidder.
- 8.3 The period of contract will be for 12 months. (To be extended for additional 1 year based on performance)

9 Proposal Checklist

Bidders are required to submit Proposals in the formats as given under along with other required supporting documents as mentioned in this RFP:

Sr. No.	Form	Description
Technical Bid Form		
1		Bid Security/ EMD
2		Bid Processing Fee
3	Form - 1	Covering Letter
4	Form - 2	Organization Details
5	Form - 3	Letter for Undertaking regarding debarment
6	Form - 4	Power of Attorney
8	Form - 5	Details of similar engagements
9	Form - 6	CV of Key Personnel
10	Form - 7	Technical Form -Technical Proposal containing - Work Plan and Strength of the Team Bidder will deploy for the said project.
11	Copy of MOU	Proof of Consortium/ JV if any

10 Technical Proposal Forms

Form 1: COVERING LETTER

[To be furnished by the Bidder on the letterhead of the Firm]

Date

To,
Managing Director,
iNDEXTb
Gandhinagar

Subject: “Selection of Consultant for providing Advisory Services for Implementation and Execution of Ease of Doing Business Reforms (EoDB - BRAP), District Level Business Reforms Action Plan (DLBRAP) and Start up Framework Ranking for the state of Gujarat”

Sir/ Ma’am,

1. We are submitting this Bid (Proposal) on our own/ in association with _____
2. We, the undersigned, having carefully examined the referred RFP, offer to provide the required services, in full conformity with the said RFP.
3. We have read all the provisions of this RFP and confirm that these are acceptable to us.
4. We further declare that additional conditions, variations, deviations, if any, found in our proposal will not be given effect to.
5. If a Bidder is nominated as Selected Bidder, we understand that it is on the basis of the technical, financial & organizational capabilities and experience of the Bidder taken together. We understand that the basis for our qualification will be the complete Bid documents submitted along with this letter and that any circumstance affecting our continued eligibility as per RFP or any circumstance which would lead or have led to our disqualification, will result in our disqualification under this Bidding process.
6. We agree that if we fail to perform according to the conditions/stipulations of the RFP/Agreement, iNDEXTb or its representative will be at liberty to take action in accordance with the RFP
7. We agree to abide by this Bid for a period of 90 days from the Due Date fixed for receiving the same and it will remain binding upon us and may be accepted at any time before the expiry of that period.
8. We agree that if we fail to fulfill any of the conditions mentioned above, iNDEXTb has the right to forfeit the Bid Security being furnished by us along with this Bid.
9. We understand that iNDEXTb is not bound to accept any or all Bids it may receive.
10. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our Bid and selection as Agency.

11. We do also certify that all the statements made and/or any information provided in our proposal is true and correct and complete in all aspects.
12. We declare that in the event that iNDEXTb discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Bid from further participation in the Bid evaluation process and forfeit our Bid Security.

(Signature)

(Name of the person)

(In the capacity of)

Company Seal

(Name of firm)

Duly authorized to sign Proposal for and on behalf of (Fill in block capitals)

Form 2: BIDDER'S ORGANIZATION DETAILS

[To be furnished by the Bidder on the letterhead of the Firm. All Bidders will provide the details in the format below.]

Organization and Financial Information

Details of the Organization	
Name	
Date of Incorporation / Establishment	
Address of the Registered Office in India	
Contact Details (name, address, phone no. and email)	
Net worth in the last 3 financial years	

Note - The Bidder will also attach Audited Annual Reports (financial statements: balance sheets, profit and loss account, notes to accounts etc.) in support of the financial data duly certified by statutory auditor/s. In case, company does not have statutory auditor/s, it will be certified by the Chartered Accountant that ordinarily audits the annual financials of the company.

Form 3: Format for LETTER OF UNDERTAKING DEBARMENT

[To be furnished by the Bidder on the letterhead of the Firm]

Date:

**To,
Managing Director,
iNDEXTb
Gandhinagar**

Subject: Selection of Consultant for providing Advisory Services for Implementation and Execution of Ease of Doing Business Reforms (EoDB - BRAP), District Level Business Reforms Action Plan (DLBRAP) and Start up Framework Ranking for the state of Gujarat

Dear Sir/ Ma'am

We confirm that we are not barred by Government of Gujarat (GoG), any other State Government in India (SG) or Government of India (GoI) or any of the agencies of GoG/SG/GoI from participating in any category of the project or bid, as on the Bid Due Date.

Yours faithfully,

(Signature of Authorized Signatory) (Name, Title, Address, Date)

Form 4 - POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE

Know all men by these presents, we, _____ having registered office at _____ do hereby constitute, nominate, appoint and authorize _____ presently residing at _____, who is presently employed with us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for {Project Name}, proposed to be availed by the Client (iNDEXTb) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Client in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Client.

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ___DAY OF _____, 2018

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

(Signature, name, designation and address of the Attorney)

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure,. The Power of Attorney should be executed on a non-judicial stamp paper and duly notarized by a notary public.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed The Hague Legislation Convention 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carried a conforming Apostilled certificate.

Form 5 - DETAILS OF SIMILAR ASSIGNMENTS

(i)	Assignment Name	
(ii)	Name & Address of the Client	
(iii)	Time when the assignment was carried out: Start Date End Date	
(iv)	Narrative Description of the Scope of work of the Project	
(v)	Description of Actual Services provided by your Staff	
(vi)	Status of the Study [Completed/ On-going]	

Note: Please provide documentary evidence in the form of a copy of work order from the client, as the case may be. The submitted testimonial MUST contain detail description of work (Scope of Work and TOR) carried out by the consultant. Only those studies would be considered for the evaluation for which the documentary proof, i.e. client certificate or work order, have been provided.

Form 6 - CV OF KEY PERSONNEL

Passport Photo of the Professional	Name			
	1. Position:			
	2. Date of Birth			
	3. Education:			
4. Employment Record	From	To	Company	Position Held
5. Brief Profile	<ul style="list-style-type: none"> • <i>Summary of work experience</i> 			
6. Countries of Work Experience				
7. Languages				
8. Work Undertaken that Best Illustrates Capability to Handle the Task Assigned				
<p>Nature of Work:</p> <p>Year:</p> <p>Location:</p> <p>Company:</p> <p>Position Held:</p> <p>Main features:</p> <p>Activities Performed:</p>				
<p>Nature of Work:</p> <p>Year:</p> <p>Location:</p> <p>Company:</p> <p>Position Held:</p> <p>Main features:</p> <p>Activities Performed:</p>				
<p>Certification</p> <p>I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p> <p>Additionally, I also certify that I will be available for the entire duration of the contract.</p> <p>_____ Date: _____</p> <p><i>Signature of staff member</i> <i>Day/Month/Year</i></p>				

Form 7: TECHNICAL FORM

[To be furnished by the Bidder on the letterhead of the Firm]

Sr. No.	Item
1	Technical Proposal containing, Work Plan, Approach & Methodology and Team Strength, Bidder will deploy for the said project.

Note: Please refer scope of work as narrated in this bid document and presentation must cover this aspect.

11 Financial Proposal Form

Form 8 – FINANCIAL PROPOSAL SUBMISSION FORM (to be submitted on letter head of the bidder and must be in a separate envelop)

[Location, Date]

To: [Name and address of Employer]

Dear Sir:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our Financial Proposal is for the sum of [Insert amount(s) in words and figures] for a period of 12 months. This amount is exclusive of the applicable taxes and OPEs. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal will result in reject of our financial proposal. Our Financial Proposal will be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal as per RFP.

Financial Proposal Providing Advisory services for implementation and execution of District level reforms

Manpower	Number of Resource	Monthly Rate (in INR)	Amount (Rs.) excl GST
Fee for one month for project leader	1		
Fee for one month for team manager	2		
Fee for one month for team members	5		
Total fee for 1 month	xx		

1. We have read and understood the entire RFP and agree to abide by the same. We are also aware that bill will be evaluated on the total fees for 12 months.
2. The GST and out of pocket expense for outside Ahmedabad/Gandhinagar travelling will be extra.
3. Upon acceptance of our bid, we will execute an agreement and also confidentiality agreement, as per requirement of the society.
4. Additional resource will be charged as per respective category rates.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm and Address