

**Request for Proposal
(RFP)
Appointment of Project Advisor
for
Preparation of
Detailed Project Report, Programme
Management, Sector Promotion and
Investment Attraction for Pharma Park, at
Jharkhand.**

Issued By:
Jharkhand Industrial and Infrastructure Development Corporation (JIIDCO)
Department of Industries, Mines & Geology
Government of Jharkhand
(March 2017)

**NOTICE INVITING TENDER
FOR**

Selection of Project Advisor for preparation of Detailed Project Report, Programme Management, sector promotion and investment attraction for Pharma Park at Jharkhand.

Jharkhand Industrial and Infrastructure Development Corporation (JIIDCO) Department of Industries, Jharkhand, invites project advisor of national and international repute for preparation of Detailed Project Report Programme Management & Promotion of pharma Park at Jharkhand.

The document can be downloaded from the website:
<https://www.jharkhandindustry.gov.in>.

Response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties. The RFP/ tender document cost of INR 5,000/- is to be submitted vide crossed demand draft on any Nationalized Bank/ Scheduled Bank in favour Department of Industries, Government of Jharkhand.

Issuer:

Managing Director,
Jharkhand Industrial and Infrastructure Development Corporation (JIIDCO)
RIADA Building
Namkum Industrial Area
Loadih, Namkum
Ranchi - 834010
Jharkhand, India

Disclaimer

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

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

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

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

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

1. Fact Sheet

Sr. No.	Particulars	Details
1	RFP/ Tender Availability	10.03.2017
2	Last date for receiving queries	24.03.2017
3	Date of Pre-Bidding Meeting	27.03.2017
4	Response to queries	27.03.2017
5	Proposal Due Date	3.30 PM on 10.04.2017
6	Technical Proposal Opening	4.00 PM Onwards 10.04.2017
7	Financial Bid Opening	To be notified
8	Letter of Award	To be intimated
9	Start Date	To be intimated to Selected Bidder
10	Cost of Tender (Demand Draft)	INR 5,000 (Rupees Five Thousand Only)
11	Earnest Money Deposit (EMD) in the form of Demand Draft	INR 1,00,000 (Rupees One lakhs Only)
12	Performance Bank Guarantee	10% of the Total Professional Fee
13	Website for Tender Documents	https://jharkhandindustry.gov.in
14	Method of Selection	QCBS 50:50
15	Contact Details	Managing Director Jharkhand Industrial and Infrastructure Development Corporation (JIIDCO) RIADA Building Namkum Industrial Area Loadih, Namkum Ranchi - 834010 Jharkhand, India E-mail id: jhr-doi@nic.in Phone/Fax:+91-651-2491844 www.jharkhandindustry.gov.in

Note:

1. Department reserves the right to change any schedule of bidding process. Please visit Department website mentioned in document regularly for the same.

2. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline will not be considered in this procurement process.

2. Background Information

Selection of project advisor for detailed project report, programme management and sector promotion and investment attraction for Pharma Park for proposed “Pharma Park” at Jharkhand

1. Introduction

The Department of Industries, Mines and Geology, Government of Jharkhand is the State Government Department responsible for Industrial development in the State. The Department very well realizes that the Pharmaceuticals sector holds great potential and opportunities for the State to achieve sustainable economic growth and employment generation. Therefore, the Department has embarked upon a Park based Development approach for enhancing competitiveness of this sector.

The Department has identified the Scheme for development for the Pharma sector (CDP-PS) of the Department of Pharmaceuticals (DoP), Ministry of Chemicals & Fertilizers, and Government of India and intends to leverage the same for the development of the sector in the State. The scheme was launched by the Department in the 12th Five Year Plan and shall continue in the next Five Year Plan. The total size of the scheme is proposed at Rs. 125 crores for the current 12th Five Year Plan and would be implemented through private sector participation format through a one-time grant-in-aid to be released in various phases for creation of identified infrastructure and common facilities to Special Purpose Vehicles (SPVs) set up for the purpose. The scheme is for setting up of new clusters as well as up-gradation of existing clusters, however the purpose of the grant is for creation of common facilities.

The vision of the Department of Pharmaceuticals is to catalyze and encourage quality, productivity and innovation in the pharmaceutical sector and to enable the Industry to play a leading role in the competitive global market. The Govt. of Jharkhand's vision is in line with the scheme with the intention to develop the State of Jharkhand as a leader in the country for Pharmaceuticals. Common Facilities under the CDP-PS will consist of creation of tangible assets as Common Facility Centers (CFCs). Some of the indicative activities would include:

- Common Testing Facilities
- Training Centre
- R&D Centres
- Effluent Treatment Plant
- Common Logistics Centre

The Land & Building for CFC shall be provided by SPV/ State Government concerned as per cost indicated. For the implementation of Pharma Park a separate SPV is proposed to be incorporated wherein Jharkhand Industrial and Infrastructure Development Corporation (JIIDCO) will form SPV and participate as equity contributor for development of Pharma Park. As and when the SPV is incorporated for planning and development of Pharma Park, the project would be managed and implemented by SPV.

Objective

The objective of this RFP is to engage and advisor for preparation of Detailed Project Report, programme management and sector promotion and investment attraction for Pharma Park at Jharkhand. The RFP document provides the Scope of Work, pre-

qualification criteria, terms and conditions including evaluation criteria, EMD, application fee and suggested response formats.

3 Eligibility Criteria

3.1 Eligibility requirements for the Consultant/ Advisor

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

Criteria	Requirements	Documentary Evidence
Qualification Criteria		
Legal Entity	The Bidder should be a Business Entity or a Joint Venture/Consortium of Business Entities. For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act 1956, or a partnership firm registered under the Limited Liability Partnership Act of 2008, with an experience for the last 10 years operating as advisory/ consultancy as of March 31, 2016.	Certificates of Registration/ Incorporation and Joint Venture Agreement
Financial Capacity	The Bidder (or Lead Member of the Joint Venture/ Consortium) should have a minimum annual turnover of INR 10 crore from Indian operations in advisory/ consultancy services in each of the previous three financial years reported (FY 13-14, 14-15 and 15-16)	Certificate from statutory auditor /audited financial statements for the three previous financial years.
Turnover from services given to Government	The Bidder should have a minimum annual turnover of INR 3 Crore from advisory/ consultancy services for Government/ Public Sector in India in each of the last 3 financial years reported (FY 13-14, 14-15 and 15-16)	Certificate from statutory auditor.
Bidder Experience	a) The Bidder should have been in the business of providing technical consultancy and project advisory services/ similar services to State/ Central Government/ PSUs/ trade bodies/ private organizations in India for at least 5 years or more, from the date of submission of the tender	Proof of incorporation of the firm/ company (Articles of Association); attested by the authorized signatory. Proofs like work orders/ vouchers that mentions the name of government body or private company to which the services are rendered.
Blacklisting	The Bidder should not have been blacklisted by any State Government or Central Government entity/ PSU in the last 5 years	Self-certification. False certification and/ or nondisclosure will lead to forfeiture of the EMD and disqualification from the

		evaluation process and blacklisting by the State of Jharkhand.
Consortia/ Tie Ups/ JVs	Permitted	Maximum 2 members

4. Instruction to the Bidders

4.1 General Conditions of Contract

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

4.2 Definitions

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

- a. "Bidder" means firm/ company who submits proposal in response to this Request for Proposal document.
- b. "Consultant" or "Advisor" means the firm/ company, selected through competitive tendering in pursuance of this RFP, for providing the services under the Contract.
- c. "Authority" means firm/ company who submits proposal in response to this Request for Proposal document.
- d. 'Department' means JIIDCO or Department of Industries Mines & Geology, Government of Jharkhand. After the incorporation of the SPV for the pharma park, Department shall refer to SPV.
- e. "SPV" means Special Purpose Vehicle established for the development of the proposed pharma park.
- f. "Contract" means the Contract entered into by the parties for providing the advisory services
- g. "Personnel" means professional and support staff provided by the Consultant/ Advisor to perform Services to execute an assignment and any part thereof.
- h. "Proposal" means proposal submitted by Bidders in response to the RFP issued by the Department of Industries Mines & Geology, Government of Jharkhand for selection of advisor
- i. "Services" means the work to be performed by the Consultant/ Advisor pursuant to this RFP and to the Contract to be signed by the parties in pursuance of any specific assignment awarded by the Department of Industries Mines & Geology, Government of Jharkhand.
- j. Resources deployed by Consultant/ Advisor would be allowed 20 (Twenty) leaves per year on pro-rata basis, however prior approval of the Department shall be required before availing the leave(s).

4.3 Compliant Tenders/ Completeness of Response

- a. Bidders are advised to study all instructions, forms, terms, requirements and other Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid/ Proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order asset out in this RFP.
 - iii. Include all supporting documentations specified in this RFP.
- c. The Proposals must be complete in all respects, Indexed and Hard Bound. The page numbers must be clearly marked on each page and cross reference be indicated on the Index Page

4.4 Pre-bid meeting & Clarifications

4.4.1 Bidders Queries

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

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

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

4.4.2 Responses to Pre-bid Queries and Issue of Corrigendum

- a. The Officer notified by the Managing Director, JIIDCO, Department of Industries, Mines & Geology will endeavour to provide timely response to the queries. However, Department makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does

Department undertake to answer all the queries that have been posed by the Bidders.

- b. At any time prior to the last date for receipt of bids, Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all Bidders will be uploaded on the Department website <https://jharkhandindustry.gov.in>
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Department may, at its discretion, extend the last date for the receipt of Proposals.

4.5 Key Requirements of the Bid

4.5.1 Rights to terminate the process

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

4.5.2 RFP Document Fees

- a. RFP document can be downloaded from the website <https://jharkhandindustry.gov.in>. Online bid submission fee in form of bank demand draft of **INR 5,000/-** drawn in favour of JIIDCO payable at Ranchi from any nationalized bank/ scheduled bank.
- b. The demand draft of RFP document fees should be submitted along with Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

4.5.3 Earnest Money Deposit

- a. Bidders shall submit, along with their Bids, EMD of **INR 1,00,000/-** (Rupees One Lakhs Only), in the form of a Demand Draft issued in favour of JIIDCO payable at Ranchi, and should be valid for 180 Days from the due date of the RFP/Tender.
- b. EMD of all unsuccessful Bidders would be refunded by Department within 60 Days of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix IV.
- c. EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- d. The bid/ Proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
 - i. If a Bidder withdraws its bid during the period of bid validity.
 - ii. In case of a successful Bidder, if the Bidder fails to sign the Contract in accordance with this RFP.

4.5.4 Submission of Responses

- a. Technical Cover (containing)
 - i. EMD, Power of Attorney and Bid Document Fees (in a separate sealed envelope)

- ii. Cover letter and Eligibility Criteria mentioned in Section 3 (in a separate sealed envelope)
 - iii. Technical Proposal (in a separate sealed envelope)
- b. Financial Proposal (containing)
 - i. Cover Letter
 - ii. Financial Proposal

4.5.5 Authentication of Bids

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

4.6 Preparation and Submission of Proposal

4.6.1 Proposal Preparation Costs

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

4.6.2 Language

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

4.6.3 Late Bids

- a. Original hard copy of Tender fees and EMD received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. Department shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. Department reserve the right to modify and amend any of the above-stipulated condition/ criterion depending upon project priorities vis-à-vis urgent commitments.

4.7 Evaluation Process

- a. Department will constitute a Proposal Evaluation Committee to evaluate the responses of the Bidders.
- b. The Proposal Evaluation Committee constituted by the Department shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their Proposals.

- e. The Proposal Evaluation Committee reserves the right to reject any or all Proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under the 'Evaluation and Selection' section.

4.7.1 Tender Opening

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

4.7.2 Tender Validity

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

4.7.3 Tender Evaluation

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

4.8 Modification and withdrawal of Bids

- a. The Bidder is allowed to modify or withdraw its submitted Proposal any time prior to the last date prescribed for receipt of bids, by giving a written notice to the Department.
- b. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.
- c. The Bidders cannot withdraw the Proposal in the interval between the last date for receipt of bids and the expiry of the Proposal validity period specified in the Proposal. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

4.9 Proposal Forms

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

4.10 Local Conditions

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

The Bidder is expected to visit and examine and study the location of Govt. offices and its surroundings and obtain all information that may be necessary for preparing the Proposal at its own interest and cost.

4.11 Contacting the Department of Industries Mines & Geology, Government of Jharkhand

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

Bidder shall not approach Department officers after office hours and/ or outside Department office premises, from the time of the Proposal opening till the time the Contract is awarded.

4.12 Eligibility Criteria

The Bidder shall meet the criteria for eligibility mentioned in the Tender document. The Bidder must have registration certificate, registration under Labour Laws Contract Act, valid sales tax registration certificate and valid service tax registration certificate, whichever is applicable, for this Tender. Any kind of consortium will not be permitted.

4.13 Tentative Schedule of Events

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

4.14 Opening of Proposal

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

- a. Technical Cover
- b. Financial Cover

4.15 Deciding Award of Contract

- a. The Department reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening the Financial Proposal. The Bidder shall furnish the required information to Department and its appointed representative on the date asked for, at no cost to the Department. The Department may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.
- b. Department shall inform those Bidders whose Proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Financial Proposals will be not opened after completing the selection process. Department shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, informing the date and time set for opening of Financial Proposals. The notification may be sent by mail.
- c. The Bidder's name, the Proposal Price, the total amount of each Proposal and other such details as the Tendering Authority may consider appropriate, will be announced and recorded by the Department at the opening of bid.
- d. After acceptance of LoA Performance Security shall be deposited as specified in this document for signing an Agreement with Department.
- e. Special Condition for Awarding the Agreement:
 - i. Department will sign the Agreement with Successful Bidder for a period as mentioned in 'Duration of Contract' in the document.

- ii. Department may extend the Agreement for a time period beyond what has been specified in 'Duration of Contract' in the document.
- iii. Department will also have the right to provide extension/ increase in the scope of work as per the mutually agreed terms and conditions between both the parties.
- iv. Department will have the right to ask for additional Team members beyond what has been specified in this RFP.

4.16 Confidentiality

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

4.17 Publicity

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

4.18 Execution of the Agreement

After acknowledgement of the LoA by the selected Bidder, a performance guarantee of 10% of Total Professional Fee has to deposited in the form of FDR/TDR/DD/BG of any nationalized/ scheduled bank in the name of The Managing Director, JIIDCO, Department of Industries, Mines & Geology, Government of Jharkhand, the performance guarantee shall be valid for period of 2 months beyond the duration of Contract as specified in the RFP document. The Consultant/ Advisor shall sign the Agreement with in Twenty one days from the issue of LoA.

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

4.18.1 Performance Guarantee

The successful Consultant/ Advisor/ Company/ firm shall furnish the Performance Guarantee as stipulated in the section 'Contract Performance Guarantee' in this document.

4.19 Duration of Contract

The Contract shall initially be valid for a period of three year beginning from the signing of the Agreement/ Contract. The Consultant/Advisor/ Joint Venture and the Department may mutually extend the Agreement for subsequent period of 1 year depending on the requirements of the Department and on the terms mutually agreed by both the parties.

4.20 Terms and Conditions: Applicable Post Award of Contract

4.20.1 Termination Clause

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

4.20.1.1 Termination for Default

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

4.20.1.2 Termination for Insolvency

Department may at any time terminate the Contract by giving a written notice of at least

60 days to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Department.

4.20.1.3 Termination for Convenience

- a. Department, by a written notice of at least 60 days sent to the selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for Department's convenience, the extent to which performance of the selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b. In such case, Department will pay for all the pending invoices as well as the work done till that date by the Consultant.
- c. Depending on merits of the case the selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the Contract if any due to such termination.
- d. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

4.20.1.4 Termination by Department

- a. The Department may, by not less than 60 days" written notice of termination to the Technical Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - i. The selected Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Department may have subsequently granted in writing;
 - ii. The selected Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - iii. The selected Bidder fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
 - iv. The selected Bidder submits to the Department a statement which has a material effect on the rights, obligations or interests of the Department and which the selected Bidder knows to be false;
- b. Any document, information, data or statement submitted by the in its Proposals, based on which the selected Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days
- c. If the Department would like to terminate the Contract for reasons not attributable to the selected Bidder's performance, they will need to clear all invoices for the Services up to the date of their notice along with 1 month fee pro-rata fee out of the total fee.
- d. If the Department would like to terminate the Contract for reasons attributable related to the selected Bidder's performance, the government will give a rectification notice for 3 months to the Consultant/ Advisor in writing with specific observations and instructions.

4.20.1.5 Termination by the selected Bidder

- a. The selected Bidder may, by not less than 60 days written notice to the Department, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - i. Department is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Technical Consultant may have subsequently agreed in writing) following the receipt by the Department of the selected Bidder's notice specifying such breach
 - ii. If there are more than 2 unpaid invoices and Department fails to remedy the same within 45 days of the submission of the last unpaid invoice
 - iii. As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
 - iv. The Department fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
 - v. Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by Department to the selected Bidder within 30 days of the Contract termination

4.20.1.6 Consequences of Termination

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

4.20.2 Liquidated Damages

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

4.20.3 Dispute Resolution Mechanism

- The Department and the supplier shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute, arising between them under supply order.
- If after 30 days from the commencement of such direct negotiations, the dispute is not resolved it shall be referred to Secretary, Department of Industries, Mines and Geology, Government of Jharkhand shall be final and binding upon both parties.
- Pending the submission of and/or decision on a dispute, difference or claim or until the matter is decided by Principal Secretary, Department of Industries, Mines and Geology, Government of Jharkhand, the supplier shall continue to perform all its obligations under this agreement without prejudice of final adjustment in accordance with such award.
- The Department may terminate this contract, by giving a written notice of termination of minimum 30 days, to the supplier, if the supplier fails to comply with any decision delivered by Secretary, Department of Industries, Mines and Geology, Government of Jharkhand.

4.20.4 Notices

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

4.20.5 Force Majeure

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

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

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

Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

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

4.20.6 Failure to agree with Terms and Conditions of the RFP

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

4.21 Deployment

The proposed team is required to work in close coordination with Industries, Mines & Geology Department, other departments & organizations of Government of Jharkhand. Whenever required, the proposed team has to follow the working hours, working days and Holidays of Jharkhand State Government.

4.22 Contract Performance Guarantee

- a. Within 21 days after the receipt of notification of award of the Contract from the Department, the successful Bidder shall furnish Contract Performance Guarantee to the Department, Ranchi, which shall be equal to 10% of Total Professional Fee and shall be in the form of a Bank Guarantee Bond from any Nationalized Bank/ Scheduled bank in the Performa given here-in-after in this document valid for period of 2 months beyond the duration of Contract as specified in the document.
- b. The proceeds of the performance guarantees shall be payable to the Purchaser as compensation for any loss/ penalties resulting from the Suppliers failure to complete its obligations under the Contract.
- c. The performance guarantee will be discharged by the purchaser and returned to the Supplier within 60 days following the date of completion of the Suppliers performance obligations, including any warranty obligations under the Contract.

4.23 Statutory Requirements

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

4.24 Contract administration

- a. Either party may appoint any individual/ organization as its authorized representative through a written notice to the other party. Each Representative shall have the authority to:

- i. Exercise all of the powers and functions of his/ her Party under this Contract, other than the power to amend this Contract and ensure proper administration and performance of the terms hereof; and
- ii. Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
- iii. The Selected Bidder shall be bound by all undertakings and representations made by the authorized representative of the Selected Bidder and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.
- iv. For the purpose of execution or performance of the obligations under this Contract, the Department representative would act as an interface with the nominated representative of the Selected Bidder. The Selected Bidder shall comply with any instructions that are given by the Department representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.
- v. A committee comprising of representatives from the Department and the Selected Bidder shall meet on a quarterly basis to discuss any issues/ bottlenecks being encountered. The Selected Bidder shall draw the minutes of these meetings and circulate to the Department.

4.25 Right of Monitoring, Inspection and Periodic Audit

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

4.26 Department's Obligations

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

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

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

4.27 Information Security

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

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

4.28 Indemnity

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

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

4.29 Prices

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

4.30 Special Conditions of Contract

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

4.31 Payment Schedule

The payment as specified in financial format Annexure -3 as submitted by Selected Consultant/ Advisors shall be made as per the payment schedule detailed below:

S. No.	Milestone	Timeline	Payment
1	Signing of the Contract	X Date	NIL
2	Acceptance of Diagnostic Study Report by JIDCO	X + 10 Days	10% of Total Professional Fee
3	Submission of Detailed Project Report	X + 60 Days	20% of Total Professional Fee
4	Approval of Detailed Project Report or Grant from Central Government (on receipt of letter or minutes)	As on Date	10% of Total Professional Fee
5	Provision of Resources for handholding (to be deployed within 21 days of signing of agreement)	Completion of each Quarter (3 months)	40 % of Total Professional Fee (to be paid in 8 equal quarterly instalments)
6	On completion of 50% of occupancy in the Pharma Park	As on Date	20% of the total Professional Fee

4.32 Continuance of the Contract:

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

4.33 Conflict of interest

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

4.34 Severance

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

4.35 Governing Language

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

4.36 “No Claim” Certificate

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

4.37 Publicity

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

4.38 General

4.38.1 Relationship between the Parties

Nothing in the Contract constitutes any fiduciary relationship between the Department and Selected Bidder/ Bidder’s Team or any relationship of employer employee, principal and agent, or partnership, between the Department and Selected Bidder.

No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.

Department will not be under any obligation to the Implementation Consultant’s/ Advisor’s Team except as agreed under the terms of the Contract.

4.38.2 No Assignment

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

4.38.3 Survival

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

4.38.4 Entire Contract

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

4.38.5 Governing Law

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

4.38.6 Jurisdiction of Courts

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

4.38.7 Compliance with Laws

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

4.38.8 Notices

A "notice" means:

- i. A Notice; or
- ii. A consent, approval or other communication required to be in writing under the Contract.

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

To
Jharkhand Industrial and Infrastructure Development Corporation (JIIDCO)
RIADA Building
Namkum Industrial Area
Loadih, Namkum
Ranchi - 834010
Jharkhand, India

E-mail id: jhr-doi@nic.in
Phone/Fax: +91-651-2491844

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

4.38.9 Waiver

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

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

The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

4.38.10 Modification

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

4.38.11 Taxes

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

4.38.12 Application

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

4.39 Fraud and Corrupt Practices

4.39.1 Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Department shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Department shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case maybe, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder s Proposal.
- b. Without prejudice to the rights of the Department under Clause above and the rights and remedies which the Department may have under the LoA or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection

Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Department during a period of <period, suggested 2 (two) > years from the date such Bidder, as the case may be, is found by the Department to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

5. Scope of Work

JlIDCO, Department of Industries, Mines and Geology, Govt. of Jharkhand invites proposals from experienced Consultancy Firms for preparation of detailed project report, programme management and sector promotion and investment attraction for Pharma Park as per CDP – PS scheme of the Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers, and Government of India". The Consultant would assist Government of Jharkhand with the following services:

5.1 Mapping and Profiling of Pharma Clusters & Units: The Consultant would undertake

a rapid study to validate and develop profile of existing Pharma clusters and units in the State of Jharkhand with supporting data and details for each cluster covering origin of the cluster, number of units, market demographics, competition, turnover/ value addition, export potential, employment generation, investment requirements along with backward and forward linkages, service and institutional support, facilitation by industry bodies, core issues, policy support, needs etc.

5.2 Undertaking Diagnostic Study and Submission of Report: The Consultant will carry out and prepare diagnostic study reports of the cluster(s), which will cover analysis of the business process of the cluster (s) on the basis of attributes such as manufacturing processes, technology, marketing, quality control, testing, purchase, outsourcing etc. in order to crystalize the strengths, weaknesses, threats and opportunities of the cluster with respect to the Pharma Industry in the state. The diagnostic study shall include a stakeholder validation actions plan, the cost estimates for implementing the action plan, performance indicators, timelines and milestones for evaluation of the projects. These would be consistent with the guidelines for the Cluster Development of the Pharma Industry. Consultant will submit full investment attraction/ promotion and marketing plan for Pharma park.

5.3 Preparation of DPR: Pursuant to the approval of the Diagnostic Study Report by JIIDCO, the Consultant shall take up preparation of technically feasible and financially viable cases for further work. The Detailed Project Report (DPR) for setting up of common facility centre for the cluster (new or existing) would be prepared and get it approved by Department of Pharmaceuticals, Govt. of India.

5.4 Promotion of Pharma Park: Promotion of the Pharma Park at various level will be one of the major responsibility of consultant. The study would identify and highlight the major problems and impediments towards promotion of Pharma park and a well – planned course of action/ roadmap shall be suggested/ prepared in order to support the park for self-sustaining growth. The promotional activities shall be implemented by the activities as:

- Making of brochure and pamphlets of Pharma Park.
- Marketing at all business stations in and around the globe.
- Arranging road shows at various states & cities for attracting investors.
- Representing the Pharma Park at national and international platforms.
- Investment attraction and promotion of park to support State in attracting investors

5.5 Investment Attraction for Pharma Park

The Consultant will prepare the pharma sector profile and map the same as per market requirement through brochure and other content. The Consultant will finalise strategy for investment attraction and awarding of plots to SPV members and other investors.

The Consultant will promote park, conduct roadshows and attend events for Pharma sector at national and international level.

5.6 Programme Management: The Project advisor would be responsible for

- Handling projects
- Support the department of Industries in coordination with Department of Pharmaceuticals Govt. of India
- Advice JIIDCO on SPV formation and equity dilution
- Transaction process for selection of EPC contractor
- EoI (Expression of Interest) preparation for anchor units
- Equity Partner in the SPV

5.7 Deliverables

Part A

1. Diagnostic report
2. Detailed Project Report

Part B

1. Monthly Activity Report & Consolidated Quarterly Activity Reports
2. 50% occupancy of Pharma Park

5.8 Role of Department

- a. JIIDCO shall arrange and coordinate with internal and other departments to provide all necessary documents and reports necessary for the assignment to the Consultant.
- b. JIIDCO shall provide ample space and basic amenities like furniture, access to internet/ wi-fi to the Consultant.
- c. Techno/ Commercial and Financial Data: The Client shall provide all necessary techno – commercial and financial information relevant to the development and preparation of DFR/DPR for the project
- d. Statutory Approvals: State Govt./ Departments shall assist the Consultant to obtain key Statutory approvals/ clearances including environmental and pollution clearance etc., which are pre – requisite to commencement of the project implementation
- e. FI Appraisal: where required under the scheme guidelines, the Department shall bear the cost of project appraisal from a Financial Institution / bank.

6. Team Composition

The team for the engagement should comprise of two core team members. The core team should be supported by the other team members for the timely completion of the activities and deliverables finalised in consultation with the JIIDCO. Two core team members will be deployed at SPV/JIIDCO on full time basis other team members as requested in the annexure VII shall work remotely and visit the site and support the core team members as and when required

Following should be the composition of the core team:

S. No.	Position	Number	Qualification & Experience
1	Project Manager	1	<ul style="list-style-type: none"> • Graduate Engineer or Post-graduation in management or equivalent with 8 years of total professional experience • Experience of handling at least 5 consulting projects in industrial promotion or industrial development project with at least 2 projects with DPR preparation • Experience in investment promotion of projects to investors through road shows, investors' outreach program • Experience of extending support to government/ SPV in ensuring expeditious attraction of investment

2	Assistant Project Manager	1	<ul style="list-style-type: none"> • Graduate Engineer or Post-graduation in management or equivalent with 5 years of total professional experience • Experience of handling at least 2 consulting projects in industrial promotion or industrial development project • Experience in promotion of projects to investors through road shows, investors' outreach program • Experience of extending support to government/ SPV in ensuring expeditious attraction of investment
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If at any point in time, the Department feels that a resource is not up to the mark, a replacement will be demanded in written, and will need to be obliged within 2 weeks. The Consultant/ Advisor is not expected to change the team from what is proposed as a part of the response to this RFP. However if a resource needs to be changed due to unforeseen circumstances, the Consultant/ Advisor need to give it in written to the Client and only upon agreement, the replacement may be carried out.

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

7. Evaluation & Selection

7.1 Technical Evaluation

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

- i. Are not submitted in as specified in the RFP document
- ii. Received without the Letter of Authorization (Power of Attorney)
- iii. Are found with suppression of details
- iv. With incomplete information, subjective, conditional offers and partial offers submitted
- v. Submitted without the documents requested in the checklist
- vi. Have non-compliance of any of the clauses stipulated in the RFP
- vii. Have a lesser validity period

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

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

- a. Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- b. The Department may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise.

- c. Further the scope of evaluation committee also covers taking any decision with regard to the Tender document, execution/ implementation of the project including management period.
- d. Proposal shall be opened in the presence of Bidders representatives who intend to attend at their cost. The Bidders' representatives who are present shall sign a register giving evidence of their attendance.
- e. Proposal document shall be evaluated as per the following steps.
- i. Preliminary examination of pre-qualification/ eligibility criteria documents: The prequalification document will be examined to determine whether the Bidder meets the eligibility criteria, whether the Proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this RFP document will be rejected and will not be considered further.
 - ii. Evaluation of document: A detailed evaluation of the bids shall be carried out in order to determine whether the Bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the RFP document. Bids received would be assigned scores based on the parameters defined in the table below. All supporting document submitted in support of Eligibility and Technical Evaluation matrix should comply the following:
 - Supporting document is to be submitted in Technical Cover.
 - Supporting document should clearly indicate value of the completed/ on-going project and scope of work/ services should be clearly highlighted.
 - In case of Bidder is having Non-Disclosure Agreement (NDA) with their client, no such experience will be counted (if agreement copy not submitted).
 - Bidders failing to comply any of the above then the Bid will be summarily rejected.

S. No.	Technical Proposal Evaluation Parameters	Max Score	Supporting Documents
A	Turnover of the Firm	10	
A-1	Average annual turnover from advisory/ consultancy services. (Turnover of only lead partner should be taken into account). (FY 13-14, 14-15 and 15-16) <10 Crore: 0 Marks 10 to 25 Crore: 5 Marks Above 25 Crores: 10 Marks	10	Certificate from statutory auditor /audited financial statements for the three previous financial years
B	Similar Previous Experience	75	

B-1	<p>The Bidder should have experience of preparation of feasibility/ DPR for development of industrial park/ SEZ in India for area of 100 acres or feasibility/ DPR of Pharma Park/ Biotech park for area more than 50 acres</p> <p>The eligible assignments should be for a value of INR 50 Lacs and more.</p> <p>Each eligible assignment: 5 marks Maximum of 25 marks</p>	25	Letter of award/ certificate from the client showing the time period and contract value
B-2	<p>The Bidder should have experience of obtaining VGF/ Grant assistance for projects under Central Government Schemes having overall project cost of over 50 Cr and VGF amount of over INR 20 Cr.</p> <p>The eligible assignments should be for a value of INR 50 Lacs and more.</p> <p>Each eligible assignments: 5 Marks Maximum of 25 Marks</p>	25	Proof of minutes or letter from Ministry
B-3	<p>The Bidder must have experience of working on projects deployment of team to State Government for PMU for a period of more than 2 years.</p> <p>The eligible assignments should be for a value of INR 25 Lacs and more.</p> <p>Each eligible assignments: 5 Mark Maximum of 25 Marks</p>	25	Letter of award/ certificate from the client showing the time period and contract value
C	Approach & Methodology	15	
	Total	100	

7.2 Financial Evaluation

The Bidder shall be selected on the basis of Quality cum Cost Based System (QCBS), whereby Technical Proposal will be allotted weightage of 50% and Financial Proposal will be allotted weightage of 50%. The Proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to lowest Financial Proposal as stated below. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

Financial Proposals of only those Applicants who scores at least 60% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria.

The Financial Proposals shall be given scores as follows:

Sf= 100X Fm/ Financial Proposal of Applicant under consideration

1. Fm: Lowest Financial Proposal
2. Sf: Financial Score

For selection of Consultant/Advisor, final ranking will be determined based on the combined total score for each Bidder separately. This will be done by applying a weight of 0.50 (or 50 %) and 0.50 (or 50%) respectively to the technical and financial scores of each qualifying Proposal.

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

Total Score = $(T_e \times 0.5) + (S_f \times 0.5)$ T_e : Technical score.

7.3 Selection

The Bidder scoring the highest Total Score shall be declared as the "Selected Consultant/ Advisor".

8 Annexures

8.1 Annexure I: Proposal Covering Letter

Date:

To,
JIIDCO
RIADA Building
Namkum Industrial Area
Loadih, Namkum
Ranchi - 834001
Jharkhand, India

Dear Sir,

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

1. All information provided in this Proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of Proposal, and
4. We are quoting for all the services mentioned in the Scope of Work of the RFP.
5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. JIIDCO, Department of Industries Mines & Geology, Government of Jharkhand, Ranchi may contact the following person for further information regarding this tender:
 - a. Name and full address of office, Contact No., Email ID, Company Name
7. We are submitting our Eligibility criteria, Proposal bid documents and technical bid documents along with original DD of both EMD and Tender Document Fee.

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

8.2 Annexure II: FORMAT FOR POWER OF ATTORNEY

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

Dated: _____

POWER OF ATTORNEY To Whomsoever It May Concern

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

For -----

(Signature)
(Name, Title and Address)

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

Notes:

- To be executed by the Bidder
- 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.
- Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

8.3 Annexure III: Financial Proposal Format

To be returned in original along with the Proposals (Envelope C)

To
JIIDCO
RIADA Building
Namkum Industrial Area
Loadih, Namkum
Ranchi - 834001
Jharkhand, India

Subject: Selection of Project Advisor for preparation of preparation of detailed project report, programme management and sector promotion and investment attraction for Pharma Park at Jharkhand.

Sir,

We, the undersigned, offer to provide the services of Project Advisor for preparation of preparation of detailed project report, programme management and sector promotion and investment attraction for Pharma Park at Jharkhand to JIIDCO, Department of Industries Mines & Geology, Govt. of Jharkhand in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our Financial Proposal is as below:

Total Professional Fee:

	Total Professional Fee (INR)
In Figures	
In Words	

Notes

- a. The above fee includes all travel, lodging and other out of pocket expenses; no additional out of pocket expenses would be paid during the engagement
- b. The above excludes any applicable taxes

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.

We solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices, including but not limited to "Prevention of Corruption Act, 1988", during the bidding process and execution of the Contract, in case we are awarded the work. 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:

8.4 Annexure IV: Draft Performance Guarantee

(To be issued by a Bank)

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

In favour of Managing Director, JIIDCO, Department of Industries, Mines & Geology, Government of Jharkhand, having its office at RIADA building, Namkum Industrial Area Ranchi – 834001, Jharkhand, India (hereinafter called "Managing Director, JIIDCO, Department of Industries, Mines & Geology, Government of Jharkhand" which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s _____ a company/ firm formed under _____ (specify the applicable law) and having its registered office at _____ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. _____ dated __/__/2016 issued by Managing Director , JIIDCO , Department of Industries, Mines & Geology, Government of Jharkhand, and selected M/s _____ (hereinafter referred to as the Bidder) for the Agreement by Managing Director , JIIDCO , Department of Industries, Mines & Geology, Government of Jharkhand as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the Managing Director , JIIDCO , Department of Industries, Mines & Geology, Government of Jharkhand, and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. _____/- (Rupees _____ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

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

1. The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under
2. We, the Guarantor, shall, without demur, pay to Managing Director , JIIDCO , Department of Industries, Mines & Geology, Government of Jharkhand an amount not exceeding INR _____ (Rupees _____ only) within 7 (seven) days of receipt of a written demand therefore from Managing Director , JIIDCO , Department of Industries, Mines & Geology, Government of Jharkhand, stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above.
3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the Managing Director , JIIDCO , Department of Industries, Mines & Geology, Government of Jharkhand is disputed by the Bidder or not.
4. The Guarantee shall come into effect from _____ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on _____ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the Department of Industries Mines & Geology, Government of Jharkhand under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any

demand received by the Guarantor from Managing Director , JIIDCO , Department of Industries, Mines & Geology, Government of Jharkhand prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to Managing Director , JIIDCO , Department of Industries, Mines & Geology, Government of Jharkhand.

5. In order to give effect to this Guarantee, Managing Director , JIIDCO , Department of Industries, Mines & Geology, Government of Jharkhand shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by Managing Director , JIIDCO , Department of Industries, Mines & Geology, Government of Jharkhand or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by Managing Director , JIIDCO , Department of Industries, Mines & Geology, Government of Jharkhand against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of Managing Director , JIIDCO , Department of Industries, Mines & Geology, Government of Jharkhand or any indulgence by Managing Director , JIIDCO , Department of Industries, Mines & Geology, Government of Jharkhand to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.

7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in above written.

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

Authorized Signatory _____ Bank

8.5 Annexure V: Format for Professional Experience Citations

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

8.6 Annexure VIII: Format for Joint Venture

(To Be Made On Stamp Paper of Requisite Value and Notarized)

This Joint Venture Agreement (the "AGREEMENT") made at _____ on this ___ day of _____, 2016

BY AND AMONGST

M/s _____ {*Lead Member (JV Member 1)*}, a _____ incorporated under _____ (*name of the relevant act/law of under which registered in the Country of Registration*) and having its registered office / a company incorporated under the Laws of _____ (hereinafter referred to as "_____"), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, subsidiaries and assigns) of the ONE PART;

AND

M/s _____ (*JV Member 2*), a _____ incorporated under the _____ and having its registered office / a company incorporated under the Laws of _____ (hereinafter referred to as "_____"), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, subsidiaries and assigns) of the SECOND PART;

WHEREAS:

A. The JIIDCO Department of Industries, Government of Jharkhand invited Bids/ Proposals for the work of 'Preparation of preparation of detailed project report, programme management and sector promotion and investment attraction for Pharma Park at Jharkhand. (hereinafter referred to as the "**Project**").

B. M/s _____, M/s. _____ and M/s. _____ have agreed to consolidate their resources and experience, and apply jointly as a Joint Venture (hereinafter referred to as the "Joint Venture"), vide this Joint Venture Agreement, for the purpose of developing and completing the Project, within time frame stipulated in the Request for Proposal Document (hereinafter referred to as the "**RFP document**").

C. M/s _____, M/s. _____ and M/s. _____ have therefore agreed to enter into this Joint Venture Agreement in respect of the submission of the Bid/ Proposal for the Project on the terms set out below.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL CONVENANTS HEREIN CONTAINED THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The recital herein contained shall constitute and integral and operative part of this AGREEMENT.
2. The Parties hereto agree to consolidate their resources and hereby form a Joint Venture to jointly prepare, submit and Bid for the Project, which has financing and commercial benefits, as detailed in the RFP document issued by JIIDCO Department of Industries, Government of Jharkhand for the implementation/execution and completion of the Project.
3. The Parties hereto agree that _____ shall be the Lead Member and _____ and _____ shall be the JV Members 2 & 3 respectively of the Joint Venture.
4. The Parties shall mutually and jointly take all the decisions in respect of the Project on behalf of the Joint Venture. _____ (*Lead Member*) shall be authorized to act on behalf of the Joint Venture as their representative for implementation/execution and completion of the Project.
5. _____ undertakes that it has the necessary qualification to fulfil technical and financial capability criteria for the implementation/execution and completion of the Project as detailed in the RFP Document, including the Final Contract signed with the Department of Industries, Government of Jharkhand.
6. _____, _____ and _____ shall be jointly and severally liable for the completion of the Project in accordance with the terms of the RFP Document. It is further unanimously agreed by the Parties that the Lead Member, along with other JV Members shall:-
 - a) coordinate the day to day activities of the Joint Venture;
 - b) undertake to be jointly and severally liable/responsible for all the obligations and liabilities relating to the Project, in accordance with the terms of the RFP Document and the Final Contract signed with Department of Industries, Government of Jharkhand, till the end of the Contract Period; and
 - c) complete all works assigned under the RFP Document and the Final Contract signed with Department of Industries, Government of Jharkhand, till the end of the Contract Period.
7. The role and the responsibility of each Party for the execution and completion of the Assignment shall be as follows:

Name of Member	Type of Member	Role & Responsibility
_____	JV Member 1 (Lead Member)	_____
_____	JV Member 2	_____

8. Confidentiality – All information, document, etc. exchanged between the Parties related to this agreement or the preparation of any bid or the performance of the Project shall remain confidential and shall not be revealed to third parties for a certain time period to be agreed upon. Unless otherwise required by law, the Parties undertake not to disclose to any third party or any else and / or use any Information, without prior consent of the other Party.
9. Term and Duration – This Agreement shall come into effect on the date of submission of the Bid/Proposal for the execution and completion of the Project. This Agreement shall terminate upon the successful completion of the Project

and may be extended further for such period as may be required by the Department of Industries, Government of Jharkhand. This Agreement can be terminated only upon Joint Venture's Bid for the Project is conclusively rejected by the Department of Industries, Government of Jharkhand.

10. Costs/Expenses – All out-of-pocket expenses/costs of and incidental to this Agreement including stamp duty and registration fees, if any shall be borne and paid by the Parties. Each Party shall pay and bear their own advocated/solicitors fees in the preparation of this Agreement.
11. Governing Law – This Agreement shall in all respect be governed, construed and interpreted in accordance with laws of Republic of India.
12. Settlement of Disputes – Any disputes arising out of this Agreement shall be amicably settled by the authorised representatives of the Parties, failing with any such disputes shall be resolved by Arbitration in accordance with the Arbitration and Conciliation Act, 1996, by one or more arbitrators appointed in accordance with the said Act. This Clause shall survive the termination of this Agreement.

Language of Arbitration shall be English. The venue of the Arbitration proceedings shall be in Ranchi India. The Parties jointly and severally undertake that the execution and completion of the Project shall not be affected during the dispute(s) or the settlement of dispute(s) period.
The Award rendered by the Arbitral Tribunal shall be final and binding upon the Parties.
13. In the event of a dispute between the Parties over the subject of this Agreement, the prevailing party shall be entitled to reasonable advocates/solicitors' fees and costs incurred in the resolution of such dispute.
14. Amendments – This Agreement can be amended or suppressed by further agreement made in writing at the request of any of the Parties after unanimous approval by the Parties and by obtaining prior consent and written approval from Department of Industries, Government of Jharkhand.
15. Notices – Any notices, requests, demands or any communications from any party to the other party under this Agreement shall be by Regd./Speed mail or facsimile transmission sent to the addresses as indicated in this Agreement. Any party may change its address but shall promptly inform Department of Industries, Government of Jharkhand and the other Parties/JV Members of any such change.
16. Language – The official language of this Agreement and all future agreements shall be English
17. Assignment – None of the Parties to this Agreement shall have the right to assign its benefits or liabilities under this Agreement to any other company, firm or person without obtaining prior consent and written approval of JIIDCO, Department of Industries, Government of Jharkhand.
18. Entire Agreement – This Agreement constitutes the entire agreement between the Parties and supersedes all prior writings, agreements or understandings relating to the subject matter thereof.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

SIGNED AND DELIVERED BY _____

By: _____
Title: _____
Date: _____

SIGNED AND DELIVERED BY _____

By: _____
Title: _____
Date: _____

SIGNED AND DELIVERED BY _____

By: _____
Title: _____
Date: _____

Witness:

1. _____
2. _____