

Haryana State Industrial & Infrastructure
Development Corporation Limited
(HSIIDC)

REQUEST FOR PROPOSAL (RFP)
for

Appointment of Agency for providing
Consultancy Services for
establishment of E-Waste
Management Facility at Electronics
Manufacturing Cluster (EMC), IMT
Sohna (Haryana)

December 2022

Disclaimer

The information contained in this Request for Proposals document ("RFP") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of Haryana State Industrial & Infrastructure Development Corporation Ltd., Government of Haryana (HSI IDC) or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the HSI IDC to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the HSI IDC in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the HSI IDC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HSI IDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

HSI IDC, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

HSI IDC also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.

HSI IDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that HSI IDC is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and the HSI IDC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required

by HSIIDC, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the HSIIDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Data Sheet

1.	Name of the bid	RFP for Appointment of Agency for providing Consultancy Services for establishment of E-Waste Management Facility at Electronics Manufacturing Cluster (EMC), IMT Sohna (Haryana)																		
2.	Contract Period	4 months																		
3.	Method of Selection	Lowest Cost (L1)																		
4.	E-Tender Processing Fee	INR 1,180/- (Including GST)																		
5.	Earnest Money Deposit (EMD)	INR 20,000/- (plus GST extra)																		
6.	Bid System	Two Bid System																		
7.	Name of the Authority	Haryana State Industrial & Infrastructure Development Corporation Ltd. (HSIIDC)																		
8.	Bid Validity Period	180 days																		
9.	Bid Language	English																		
10.	Performance Security	3% of the Quoted Price																		
11.	Bid Currency	Indian Rupee																		
12.	<p>Key Dates</p> <table border="1"> <tr> <td>Issue of tender document on the e-tender Portal / HSIIDC's Website</td> <td>14 December 2022</td> </tr> <tr> <td>Receipt of the Pre-Bid Queries</td> <td>Up-to 12:00 noon on 21 December 2022</td> </tr> <tr> <td>Pre-Bid Meeting</td> <td>At 15:00 hours on 27 December 2022 in HSIIDC Office at Plot No: C-13-14, Sector 6, Panchkula-134109 Meeting Link for VC to be shared based on request on emails: gulshan.kumar@hsiidc.org.in hiteshsharma.hsiidc@gmail.com one day prior</td> </tr> <tr> <td>Date of uploading replies to pre-bid queries</td> <td>05 January 2023</td> </tr> <tr> <td>Online Proposal Submission Due Date</td> <td>12 January 2023 by 15:00 hours</td> </tr> <tr> <td>Opening of Technical Proposal</td> <td>12 January 2023 at 16:00 hours</td> </tr> <tr> <td>Opening of Financial Proposal</td> <td>To be intimated later</td> </tr> <tr> <td>Issue of LoA</td> <td>7 days from the opening of Financial Proposal</td> </tr> <tr> <td>Signing of Agreement</td> <td>7 days from the issue of LoA</td> </tr> </table>		Issue of tender document on the e-tender Portal / HSIIDC's Website	14 December 2022	Receipt of the Pre-Bid Queries	Up-to 12:00 noon on 21 December 2022	Pre-Bid Meeting	At 15:00 hours on 27 December 2022 in HSIIDC Office at Plot No: C-13-14, Sector 6, Panchkula-134109 Meeting Link for VC to be shared based on request on emails: gulshan.kumar@hsiidc.org.in hiteshsharma.hsiidc@gmail.com one day prior	Date of uploading replies to pre-bid queries	05 January 2023	Online Proposal Submission Due Date	12 January 2023 by 15:00 hours	Opening of Technical Proposal	12 January 2023 at 16:00 hours	Opening of Financial Proposal	To be intimated later	Issue of LoA	7 days from the opening of Financial Proposal	Signing of Agreement	7 days from the issue of LoA
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1. Introduction

Haryana State Industrial and Infrastructure Development Corporation Limited (“HSIIDC”), is a 100% State owned agency of the Government of Haryana, set up with the objective of developing industrial infrastructure in Haryana. It functions under the aegis of the Department of Industries and Commerce, Government of Haryana, and has been instrumental in catalyzing all round economic growth in the State and driving Haryana on the roads to infrastructure and industrial development

Government of India (GoI) with a view to encourage setting up of electronic manufacturing cluster and attract global and national applicable electronic units, has notified Guidelines for implementation of Modified Electronics Manufacturing Clusters (EMC 2.0) Scheme issued on 1st June 2020. The main objectives of the Scheme are to provide financial assistance for setting up “EMC Projects” & expand existing EMCs/CFCs to create world class infrastructure, common testing facilities & amenities, and to create an ecosystem and relevant supply chain to develop India as a “Electronic Manufacturing Hub. The Ministry of Electronics and Information Technology (MeitY) approved setting up of the project over an area of 500 acres in IMT Sohna and HSIIDC has been appointed Project Implementation Agency (PIA) for the project. This project envisages to create an enabling ecosystem that catalyzes growth in the electronics sector in Haryana. Further, this project intends to capitalize the gap that currently exists in the areas of seamless interaction and collaboration between manufacturing and service companies, academic institutions, venture capital firms etc.

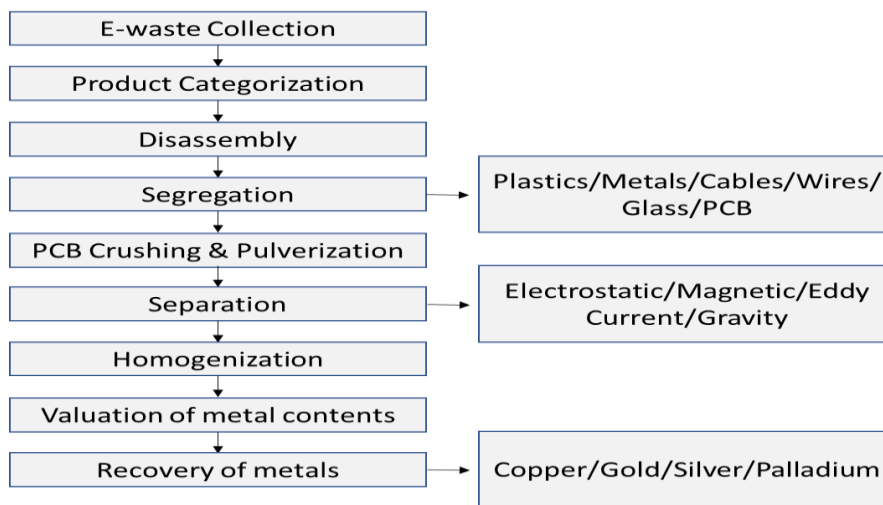
HSIIDC foresees that a lot of E-waste would be generated in the Electronic Cluster and in order to Reduce, Recycle, Reuse the electronic products that are unwanted, not working, and nearing or at the end of their “useful life”, the Project envisages the setting up of an E-Waste management facility at IMT Sohna as an essential component spread over an area of 2.38 acres. The facility shall be as per the guidelines of Central Pollution Control Board or Haryana Pollution Control Board, and the E-Waste (Management) Rules, 2016. The categories of waste that could require handling at the facility are:

- A. Information Technology and telecommunication equipment
 - a. Mainframes, Minicomputers
 - b. Personal computers / Laptops / Notebooks / Printers
 - c. Copying equipment / typewriters / user terminals / facsimile / telex
 - d. Telephones / answering systems
- B. Consumer electrical and electronics
 - a. Television sets (LCDs / LEDs)
 - b. Refrigerators
 - c. Washing machines
 - d. Air conditioners

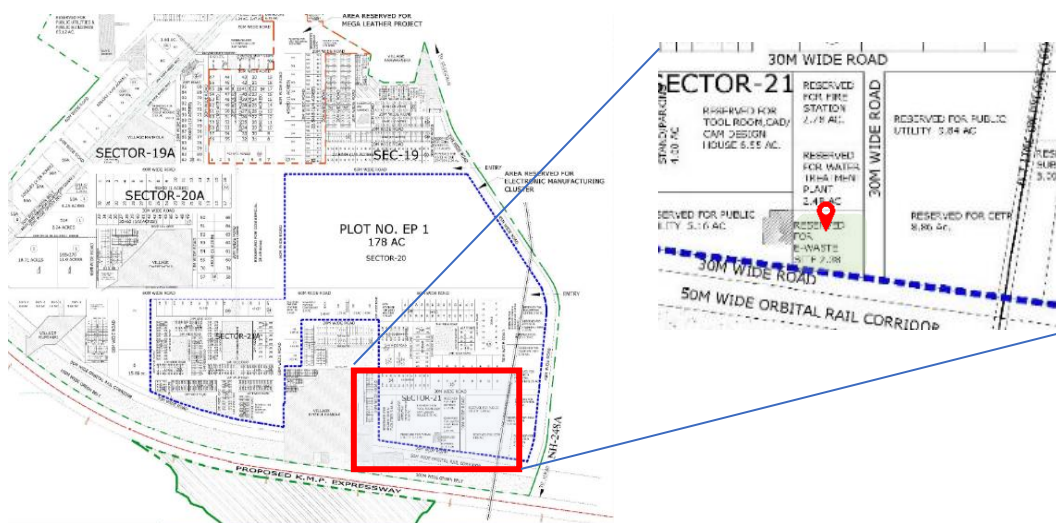
The above list, however, is indicative. There may be additional items that may be categorized as electrical and electronic equipment waste which may be required to be handled at the proposed facility.

Therefore, HSIIDC now desires to engage an agency for providing consultancy services for establishment of E-Waste Management Facility at Electronics Manufacturing Cluster (EMC), IMT Sohna (Haryana) as per the Scope of Work mentioned in subsequent sections. The objective of this Consultancy (the “Objective”) is to develop a project concept plan with drawings, architectural plans and elevations, structural designs including detailed specifications with bills of quantities, preparation of cost estimates etc. based on prioritization of processing lines for different categories of e-waste.

A typical value chain involved in the e-waste management cycle is as follows:



The site map and its location is given below (area highlighted in green is marked for e-waste management facility):



1.1 Request for Proposal

HSI IDC is issuing this Request for Proposal (RFP) to request technical and financial bids from interested and eligible firms / agencies / organizations (the "Bidders") to undertake the assignment as defined in Terms & Conditions mentioned in document.

1.2 Procurement of RFP Document

The RFP Document can be downloaded from the e-Tender portal i.e. <https://etenders.hry.nic.in> or HSI IDC's website <https://hsiidc.org.in> The Bids must be submitted online at <https://etenders.hry.nic.in>

1.3 Validity of the Proposal

The proposal must be valid for 180 days from the Proposal Due date (PDD) during which the Bidder must ensure the availability of the professional staff proposed for the assignment. The HSI IDC will make its best effort to complete negotiations within this period.

1.4 Schedule of selection process

HSI IDC will follow to the schedule as per the table below.

Sr. No.	Description	Date/details
1.	Issue of tender document on the e-tender Portal / HSI IDC's Website	14 December 2022
2.	Receipt of the Pre-Bid Queries	Up-to 12:00 noon on 21 December 2022
3.	Pre-Bid Meeting	At 15:00 hours on 27 December 2022 in HSI IDC Office at Plot No: C-13-14, Sector 6, Panchkula-134109 Meeting Link for VC to be shared based on request on emails gulshan.kumar@hsiidc.org.in hiteshsharma.hsiidc@gmail.com one day prior
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7.	Opening of Financial Proposal	To be intimated later
8.	Issue of LoA	7 days from the opening of Financial Proposal
9.	Signing of Agreement	7 days from the issue of LoA

1.5 Communications

All communications should be addressed to:

The Managing Director, HSI IDC, C 13 & 14, Sector 6, Panchkula, Haryana

Website: <https://hsiidc.org.in/>

Contact persons:

Name	Designation	Phone	E-mail
Sh. Gulshan Kumar	SM	8558829230	gulshan.kumar@hsiidc.org.in
Sh. Hitesh Sharma	RM	7009257228	hiteshsharma.hsiidc@gmail.com

1.6 Contents of the RFP

The RFP includes the following documents:

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Modification / Addendum / Amendment / Corrigendum

issued:

1. Introduction
2. Instructions to Bidders
3. Terms of Reference (TOR)
4. Criteria and Procedure of Evaluation
5. Appendix-I: Technical Proposal
 - Form 1: Letter of Proposal
 - Form 2: Particulars of the Bidder
 - Form 3: Financial Capacity of the Bidder
 - Form 4: Description of experience of bidder
 - Form 5: Curriculum Vitae (CV) for proposed professional staff
 - Form 6: Self Declaration (not blacklisted)
 - Form 7: Power of Attorney
 - Form 8: Affidavit
6. Appendix-II: Financial Proposal
 - Form 1: Covering Letter
7. Appendix-III: Performance Security Format

2. Instruction to Bidders

A. General

2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services and other requirements relating to services are specified in this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 Bidders are advised that the selection of Consultant will be on the basis of an evaluation by the HSIIDC through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that HSIIDC's decisions are without any right of appeal whatsoever.
- 2.1.3 The Bidder shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form as per Appendix-I and uploaded on e-tender portal. The Financial Proposal shall also be uploaded online. Upon selection, the Bidder shall be required to enter into an agreement with HSIIDC.

2.2 Conditions of Eligibility of Bidders

- 2.2.1 Bidders must read carefully the conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.2.1 As part of the evaluation, the Bidder should fulfil the Eligibility Criteria as per clause 4.1.11 defined in this RFP. In case, a Bidder does not fulfil the criteria, the Proposal of such Bidder shall be summarily rejected.
- 2.2.2 The Bidder should submit a Power of Attorney as per the format in Form 7 in Appendix I.

2.2.3 Any entity which has ever been barred by the Central/State Government in India or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal.

2.3 Conflict of Interest

2.3.1 The selected Bidder shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The Bidder and its affiliates shall not engage in consulting activities that conflict with the interest of the HSIIDC under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services under the ongoing contract. It should be the requirement of the contract that the Bidder should provide professional, objective and impartial advice and at all times hold the HSIIDC's interest paramount, without any consideration for future work and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Bidder shall not be hired for any assignment that would be in conflict with their prior or current obligations to the HSIIDC, or that may place them in a position of being unable to carry out the assignment in the best interest of the HSIIDC. Without limitation on the generality of the foregoing, Bidder shall not be hired, under the circumstances set forth below:

- a. Conflict between assigned works and services: A Bidder that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing services related to those goods, works or services. Conversely, a Bidder concern hired to provide services for the said event and each of its affiliates shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.
- b. Conflict among assignments: Neither Bidder (including their personnel) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with this assignment of the Service Providers.
- c. Relationship with Employer's staff: Bidder (including their personnel) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing HSIIDC, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of consultant's work.

2.4 Number of Proposals

A Bidder is eligible to submit only one proposal for the selection of consultants.

2.5 Cost of Proposal

2.5.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. The HSIIDC will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.5.2 The RFP Document can be downloaded from the etender portal i.e. <https://etenders.hry.nic.in> or HSIIDC's website <https://hsiidc.org.in/> A payment of INR 1,180/- towards e-tender processing fee for the RFP document fee shall be made online on the etender portal.

2.6 Acknowledgement by Bidder

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

- a. Made a complete and careful examination of the RFP;
- b. Acknowledged that it does not have a Conflict of Interest; and
- c. Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7 Right to reject any or all Proposals

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

2.7.2 The HSIIDC reserves the right to reject any Proposal if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the Bidder does not provide, within the time specified by the HSIIDC, the supplemental information sought by the HSIIDC for evaluation of the Proposal.

Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then the HSIIDC reserves the right to consider the next best Bidder, or any other measure as may be deemed fit in the sole discretion of the HSIIDC, including annulment of the Selection Process

B. Preparation, Submission, Receipt and Opening of Proposals

2.8 Language

The Proposal with all documents (the "Documents") and all Communications in relation to or concerning the Selection Process shall be in English Language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.9 Format and signing of Proposal

2.9.1 The Bidder shall provide all the information sought under this RFP. The HSIIDC would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.9.2 All the documents of the Proposal under this RFP shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The person signing the Proposal shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal. The Proposals must be properly signed by

the Authorized Signatory.

2.10 Clarification

2.10.1 Bidders requiring any clarification on the RFP may email their queries to HSIIDC on gulshan.kumar@hsiidc.org.in and hiteshsharma.hsiidc@gmail.com within the stipulated time as mentioned in this RFP. The queries should be submitted as per the format mentioned below:

Sr. No.	Clause/Page No.	Content of the RFP requiring clarifications	Change/clarification requested
1.			
2.			
3.			

2.10.2 The HSIIDC will respond to such requests and issue a consolidated clarification (including an explanation of the query, but without identifying the source of inquiry). The bidders are advised to go through such clarifications, if any, prior to submitting the proposals.

2.10.3 The HSIIDC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring The HSIIDC to respond to any question or to provide any clarification.

2.11 Amendment/ Modification to RFP documents

2.11.1 At any time prior to the deadline for submission of Proposal, the HSIIDC may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidder, modify the RFP document by the issuance of Modified RFP / Addendum/ Amendment through posting it on its Website/eTender portal.

2.11.2 All such amendments/ modified RFP will be posted only on the HSIIDC's Website/eTender portal and shall not be published in any newspaper and will be binding on all Bidders. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the HSIIDC may, in its sole discretion, extend the Proposal Due Date.

2.12 Technical Proposal

2.12.1 Bidders shall submit the technical proposal in the formats as per Appendix-I (the "Technical Proposal").

2.12.2 Failure to comply with the requirements shall make the Proposal liable to be rejected.

2.12.3 The HSIIDC reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Failure of the HSIIDC to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the HSIIDC there under.

2.12.4 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect

or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the HSIIDC without the HSIIDC being liable in any manner whatsoever to the Bidder or Consultant, as the case may be. In such an event, the HSIIDC shall forfeit and appropriate the EMD as mutually agreed compensation and damages payable to the HSIIDC for, inter alia, time, cost and effort of the HSIIDC, without any other right or remedy that may be available to the HSIIDC.

2.13 Financial Proposal

The Financial Proposal shall be prepared using the prescribed Forms (Appendix II) and shall be inclusive of all the costs associated with the assignment such as traveling, boarding, and out of pocket expenses etc. The Financial proposal shall also be uploaded online on the etender portal i.e. <https://etenders.hry.nic.in>

2.14 Submission of Proposal

- 2.14.1 The Bidder shall provide all the information as per this RFP. The HSIIDC will evaluate only those proposals that are received in the required format and are complete in all respects. The bidder shall prepare the electronic copy for the e- bids (in PDF format) and upload the e-bids on e-tender portal mentioned in this RFP, through the bidder's digital signature certificate (DSC).
- 2.14.2 The bidders should submit their bids online only on the e-tender portal i.e <https://etenders.hry.nic.in> The bids shall be submitted only from the bid submission start date till the bid submission end date/ proposal due date and time given on the e-tender portal.
- 2.14.3 Bidders are advised to submit the e-bids well in time. The bidders should submit their e-bid considering the server time displayed on the e-tender portal. The server time is the time by which the e-bid submission activity will be allowed till the permissible time on the last/end date of submission of e-bids indicated in the e-tender schedule. Once the e-bid submission date and time is over, the bidders cannot submit their e-bid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of e-bid. The procedure for submission of e-bids by the bidders on the e-tender portal is already available on the portal.
- 2.14.4 Bidders may note that HSIIDC will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders should have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 2.14.5 The Technical Proposal shall contain:
- a. Application in the prescribed format (Form 1 to 8 of Appendix-I) along with supporting documents
 - b. Proof of online payment of RFP document Fee and Earnest Money Deposit (EMD)

- c. Copies of the work order/agreement/completion certificates/other requisite certificates in support of the evaluation criteria mentioned in this RFP document
 - d. Self-attested copy of PAN card and GST
- 2.14.6 The Technical Proposal shall be typed and signed by the authorized signatory of the Bidder. All pages of the Technical Proposal must be numbered and initialed by in indelible ink by the person or persons signing the Proposal.
- 2.14.7 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.
- 2.15 Proposal Due Date
 - 2.15.1 Proposals should be submitted on the e-tender portal by the Proposal Due Date as indicated in this RFP, in the manner and form as detailed in this RFP Document. Applications submitted by hard copy fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
 - 2.15.2 HSIIDC at its sole discretion, may extend the Proposal Due Date by issuing an Addendum in accordance with the provisions of this RFP.
- 2.16 Late Proposals
 - 2.16.1 The server time indicated in the bid management window on the e-tender portal will be the time by which the e-bids submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bids submission date and time is over, the bidder cannot submit his/her bid. Bidder has to start the e-bid submission well in advance, so that the submission process passes off smoothly. The bidder only, will be held responsible if his/her e-bids are not submitted in time due to any reasons. it shall be deemed that prior to the submission of the proposal, the bidder has:
 - a. Made a complete and careful examination of terms and conditions/requirements, and other information as set forth in this tender document
 - b. Received all such relevant information as it has requested from the HSIIDC, and
 - c. Made a complete and careful examination of the various aspects of the project.
 - 2.16.2 The HSIIDC shall not be liable for any mistake or error or neglect by the bidder in respect of the above.
- 2.17 Modification/ substitution/ withdrawal of Proposals
 - 2.17.1 Withdrawal: at any point of time, a bidder can withdraw his/her e-bids submitted online before the e-bids submission end date and time.
 - 2.17.2 Resubmission: the bidder can resubmit his/her e-bids as and when required till the bid submission end date and time. The new bid will replace the e-bids submitted earlier. The tender fee made by the bidder earlier will be used for revised e-bids and the new bid submission summary generated after the successful submission of the revised e-bids will be considered for evaluation purposes.

2.18 Earnest Money Deposit (EMD)

- 2.18.1 The Bidder shall furnish as part of its Proposal, an EMD of Rs. 20,000/- (Rs. Twenty Thousand Only, plus GST extra) to be paid online on the etender portal i.e <https://etenders.hry.nic.in>. EMD shall be refunded to the unsuccessful Bidders within a period of one month from the date of signing of Consultancy Agreement between the HSIIDC and the Successful Bidder. EMD submitted by the Successful Bidder shall be refunded upon execution of the Consultancy Agreement and furnishing of Performance Security.
- 2.18.2 Any Proposal, not accompanied by the EMD ,shall be rejected by the HSIIDC as non-responsive.
- 2.18.3 The HSIIDC shall not be liable to pay any interest on the EMD and the same shall be interest free.
- 2.18.4 The Bidder, by submitting its proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the HSIIDC any other right or remedy hereunder or in law or otherwise, the EMD shall be forfeited and appropriated by the HSIIDC under the following conditions:
- a. If a Bidder engages in any of the Prohibited Practices; or
 - b. If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time; or
 - c. If the Selected Bidder fails to clarify or reconfirm its commitments as required; or
 - d. In the case of a Selected Bidder, if the Bidder fails to sign the Agreement as specified in Clause 2.25; or
 - e. If the Bidder is found to have a Conflict of Interest as specified in Clause 2.3.

2.19 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the HSIIDC in relation to or matters arising out of or concerning the Selection Process. The HSIIDC will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The HSIIDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the HSIIDC.

The Consultant and its Personnel shall not, either during the term of contract or within two years after the expiration or termination of the Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the HSIIDC to the Consultants and its Personnel any information provided by or relating to the HSIIDC, its technology, technical processes, business affairs or finances or any information relating to the HSIIDC's employees, officers or other professionals or suppliers, customers, or contractors of the HSIIDC; and any other information which the Consultant is under an obligation to keep confidential in relation to the assignment, the Services or the Agreement ("Confidential

Information"), without the prior written consent of the HSIIDC.

Notwithstanding the aforesaid, the Consultant, and its Personnel may disclose Confidential Information to the extent that such confidential Information:

- i. was in the public domain prior to its delivery to the Consultant and its Personnel or becomes a part of the public knowledge from a source other than the Consultant and its Personnel;
- ii. is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that before any such disclosure, the Consultant, shall give the HSIIDC, written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;

2.20 Clarifications

2.20.1 To facilitate evaluation of Proposals, the HSIIDC may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the HSIIDC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.20.2 If a Bidder does not provide clarifications sought under Sub-Clause 2.20.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the HSIIDC may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the HSIIDC.

C. Appointment of the Consultant

2.21 Selected Bidder

The first ranked Bidder (the "Selected Bidder") may, if necessary, be invited for clarifications and reconfirmation of commitments and its obligations under this RFP, deployment of Key Personnel, methodology and quality of the work plan.

2.22 Indemnity

The Selected Bidder shall, subject to the provisions of the Agreement, indemnify the HSIIDC for any direct loss or damage that is caused due to any deficiency in services.

2.23 Award of Work

After selection, a Letter of Award (the "LOA") shall be issued by the HSIIDC to the Selected Bidder and the Selected Bidder shall, within 3 (three) days of the receipt of the LOA, accept the same. In the event of non- receipt of acceptance of the LOA by the Selected Bidder by the stipulated date, the HSIIDC may, unless it consents to extension of time for submission thereof, forfeit the EMD of such Bidder, and the next eligible Bidder may be considered.

2.24 Performance Security

Upon receipt of Letter of Award (LOA) from the HSIIDC, the successful Bidder shall furnish the Performance Security of an amount equal to 3% of the fee by way of Bank Guarantee for the due performance of the Contract in the format of Performance Security Form. The Performance Security shall be furnished by the selected Bidder within the time specified in LOA along with Agreement. The validity period of Bank Guarantee of Performance Security shall be 6 months from the date of LOA and the

Selected Bidder shall have to provide the extended Bank Guarantee, before the expiry, if required. The performance security shall remain valid at least 3 months period beyond the expiry of the contract period along with an invocation period of further 3 months.

2.25 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within 7 days. In case, the Selected Bidder fails to submit the Performance Security as per Clause 2.24 and fails to sign the Agreement, their EMD shall be forfeited and Appropriated by the HSIIDC. In such an event, the HSIIDC may invite the Second Ranked Bidder for negotiations and may issue LOA to him.

2.26 Force Majeure

Definition

- a. For the purposes of this assignment, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- d. The HSIIDC will decide the eventuality of Force Majeure which will be binding on both the parties.

2.27 No breach of Agreement

The failure of a Party to fulfil any of its obligations shall not be considered to be a breach of, or default under, the Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

2.28 Measures to be taken

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.29 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period. Such expenses will be approved by the HSIIDC. The Consultant will have to provide proper justification and certificate from their auditors for such expenses on the format as may be decided by the HSIIDC. The final decision of HSIIDC shall be binding on the Consultant in this regard.

2.30 Consultation

Not later than thirty (30) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.31 Suspension of Agreement

The HSIIDC may, by written notice of suspension to the Consultant, without any obligation (financial or otherwise) suspend all the payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.32 Termination of Agreement

HSIIDC may terminate the Contract in whole or part if: -

- a. The qualified Bidder fails to perform any of the obligation(s) under the Contract.
- b. If the Bidder is in material breach of the representations and warranties contained in their bid

The termination of contract shall be made by prior written notice of default sent to the Bidder. The bidder is not authorized to terminate the agreement before its maturity.

2.33 Expiration of agreement

Unless terminated earlier pursuant to Clause 2.32 hereof, the agreement shall expire when the Services have been completed and a period of 30 (thirty) days has elapsed after all payments due under the Agreement have been made.

D. Disputes Resolution

2.34 Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve

such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.

2.35 Arbitration

In case the dispute is not resolved as indicated in Clause 2.34, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by HSIIDC and other appointed by Consultant and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996 and as per the guidelines issued by Finance Department of the Government of Haryana from time to time. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Chandigarh and following are mutually agreed upon:

- a) The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.
- b) The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel)
- c) When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.

2.36 Liability of the Consultant

Notwithstanding anything contained in this Agreement, the aggregate liability of the Consultant in connection with the Services to be performed hereunder shall in no event exceed the value of professional fee actually received under this Agreement. The Consultant shall only be liable for the direct damages or loss arising out of this Agreement or otherwise from its services and not for any indirect or consequential damages. However, the HSIIDC reserves the right to make a declaration for discontinuing its future dealings with the Consultant in the event of any material deficiency in services or material default on the part of the Consultant.

E. Miscellaneous

2.37 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chandigarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

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

- a. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

- b. consult with any Bidder in order to receive clarification or further information;
 - c. retain any information and/or evidence submitted to HSIIDC by, on behalf of and/or in relation to any Bidder; and/or
 - d. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 2.39 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases HSIIDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

3 Terms of Reference

3.1 Scope of work

Based on primary and secondary research, the Consultant shall prepare the detailed conceptual plan for setting up of the proposed e-waste facility. The Plan should be developed with an aim to promote recycling and reprocessing of waste electrical and electronic equipment or assemblies or their components and having facilities as elaborated in the guidelines of Central Pollution Control Board / Haryana Pollution Control Board, and as per the E-Waste (Management) Rules, 2016 or instructions if any issued by other statutory body / NGT etc. as amended upto date.

The Consultant would undertake the following exercise:

The Consultant would undertake the following exercise:

- a. Carry out analysis of collection, storage, segregation, transportation, recycling and disposal system including best practices for facilities and methods deployed and furnish a scheme for setting up an e-waste facility at the site in compliance with rules/regulations/instructions issued by any Government body/Deptt./Statutory Body in this regard.
- b. Prepare detailed architectural plans and elevations, structural designs, sketches, external and internal lighting and green features, landscape etc. for the entire building, equipment, machinery and furnishings etc. including providing detailed designs and specifications with Bill of Quantities (BoQ) etc.
- c. Preparation of detailed Good for Construction working drawings with project cost estimates which will conform to Schedule of Rate of either State PWD or market analysis as suggested by HSIIDC. The drawings should be in compliance with codes, standards and legislation, as applicable. In case of the market rate for a non-scheduled item, detailed specifications shall be submitted along with rate analysis and a detailed estimate for these items.
- d. Prepare and submit report on location and analyze it with basic approach to circulation of e-waste, activity distribution, interconnectivity and external linkages. Analysis of the amount of e-waste, cost of operating collection

- sites/equipment/vehicles and the costs and environmental impacts of transporting e-waste as a function of the geo-economic context.
- e. Prepare project operating model & implementation strategy with institutional framework, staffing requirement, recommend levels and skills of staffing, procurement plan etc.
 - f. Outline in detail various approvals and clearances that are required for the Project, such as pertaining to land, environment etc. and obtaining the same from the respective authorities concerned.

3.2 Deliverables and timelines

Sr. No.	Deliverables	Timeline (weeks)	Payment (as a % of total Fee)
1.	On submission of Preliminary Project Report / Conceptual plan, methodology, comparative analysis for selection of technologies, rough costing etc. for collection, processing and management of e-waste at the proposed EMC site	T+ 4 weeks	30%
2.	On submission of Detailed Project Report along with structural designs, architectural drawings, specifications and schedule of quantities, cost estimates, detailed specification of common basic infrastructure facilities, schematic network of services, landscape, equipment, machinery, graphic signage etc. after incorporation of suggestions from HSIIDC and any revisions, if required	T+ 12 weeks	40%
3.	On approval of final scheme and costing from HSIIDC / Competent Authority	T+ 16 weeks	30%

Payments shall be made as showcased above post acceptance of reports submitted by the Consultant. HSIIDC will support the Consultant in its efforts in conducting the Study. However, consultant shall have to attend meetings, discussions, preparation of PPTs etc. as and when required by HSIIDC for subject work.

4 Criteria and Procedure of evaluation

4.1 Test of Responsiveness and Evaluation Criteria

4.1.1 HSIIDC shall open the Proposals at as per the date & time mentioned in this RFP, and in the presence of the Bidders who choose to attend.

4.1.2 Prior to evaluation of Proposals, HSIIDC will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

Sr. No.	Item	Required Response
i.	It is received in the form specified at Appendix-I (Technical Proposal);	Yes
ii.	It is received by the Proposal Due Date including any extension thereof	Yes
iii.	It is accompanied by the proof of the online payment of RFP document fee	Yes
iv.	It is accompanied by the proof of the online payment of EMD as specified in this RFP	Yes
v.	It contains all the information (complete in all respects) as requested in the RFP;	Yes
vi.	It is accompanied by the copy of PAN card and GST Registration Certificate	Yes
vii.	It does not contain any condition or qualification;	Yes
viii.	Bidder meets the minimum condition of eligibility as per this RFP	Yes

4.1.3 HSIIDC reserves the right to reject any Proposal which is non- responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by HSIIDC in respect of such Proposals.

4.1.4 HSIIDC would subsequently examine and evaluate Proposals in accordance with the Selection Process & Criteria mentioned in this section of the RFP.

4.1.5 Bidders are advised that Selection will be entirely at the discretion of HSIIDC. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

4.1.6 Any information contained in the Proposal shall not in any way be construed as binding on HSIIDC, its agents, successors or assigns, but shall be binding against the Bidder if the work is subsequently awarded to it.

4.1.7 The evaluation and final ranking of the Proposals would be carried out as per terms mentioned in this RFP.

Evaluation of the qualified bidders shall be done by HSIIDC based on the following Evaluation Criteria:

4.1.8 Step-1: Eligibility - Evaluation of documentation on past experience & technical strength on 'Pass/ Fail' Basis.

4.1.9 The Bidders failing to meet the criteria for eligibility will be declared ineligible

for further process.

4.1.10 The evaluation of eligibility would be on PASS-FAIL basis and only those bidders who are technically eligible would be considered for financial evaluation.

4.1.11 The evaluation criteria for eligibility is tabulated in the following Table and the response of the bidders should be 'Yes' to all parameters, failing which, they will be disqualified.

Sr. No.	Criteria	Minimum Qualification Criteria	Result
(a)	Legal Status	<p>The Bidder should be a Company/ Partnership Firm/ LLP registered in India with a track record of providing consulting/ advisory services for similar projects for at least 5 years as on March 31, 2022.</p> <p>Supporting Documents:</p> <p>i. A company should furnish copy of the certificate of incorporation and memorandum of association as a proof of identity; or</p> <p>ii. A Limited Liability Partnership firm should furnish copy of the registration certificate; or</p> <p>iii. A partnership firm should furnish partnership deed executed between the partners and registration certificate under the registrar of firms.</p> <p>iv. A Company should provide PAN of the company and DIN of all Directors.</p>	Pass / Fail
(b)	Experience Criteria	<p>Should have prior experience of working with Central Government /State Government / PSU / Industrial Development Authority / Urban local bodies / State Industrial and Infrastructure Development Corporation / Smart Cities SPV / Private Sector Entities on similar projects pertaining to e-waste consultancy support (minimum 2 projects)</p> <p>Supporting Documents: Copy of Letter of Award, Signed Agreements, Work Order and Completion Certificate, should be submitted for all the above.</p>	Pass / Fail

Sr. No.	Criteria	Minimum Qualification Criteria	Result
(c)	Financial Criteria	The Firm should have a Minimum Average Annual Turnover of INR 50 Lakhs during the last 03 financial years ending 2021-22 from consulting/advisory services. Supporting Documents: Statutory Auditor Certificate along with Copies of the Audited Financial Statements of the Bidding Entity for the preceding three (03) financial years ending 2021-22	Pass / Fail
(d)	Blacklisting	The Firm should not have ever been blacklisted by any state government or central ministries from providing consultancy services Supporting Documents: Self declaration as per the Form 6 at Appendix - I	Pass / Fail

Joint Venture/ Consortium are not allowed and such proposals shall be summarily rejected.

The bidders qualifying this stage would be eligible for step 2 evaluation by the 'Evaluation Committee'.

- 4.1.12 Step-2: Technical evaluation – Evaluation of proposal on past experience, technical strength and Approach & Methodology. The “Evaluation Committee” constituted by HSIIDC will carry out the technical evaluation of Proposals on the basis of the following evaluation criteria and points system. Each evaluated Proposal will be given a technical score as detailed below. The maximum points/marks to be given under each of the evaluation criteria are:

Criteria	Details	Maximum Marks
Firm's Experience		60
Average Annual Turnover from Consultancy Services in last 3 FY i.e 2019-20, 2020-21 and 2021-22	<ul style="list-style-type: none"> • Between INR 50 lakhs and INR 1 Crore – 10 Marks • Between INR 1 Crore and INR 3 Crore – 20 Marks • More than INR 3 Crores – 30 Marks <p>Supporting Documents: Statutory Auditor Certificate along with Copies of the Audited Financial Statements of the Bidding Entity for the preceding three (03) financial years ending 2021-22</p>	30

Experience of providing Consultancy Services for setting up of e-waste management projects	10 marks per project (Each project should have minimum value from e-waste consultancy of INR 10 lakhs) Supporting Documents: Copy of Letter of Award, Signed Agreements, Work Order and Completion Certificate should be submitted for all the above.	30
Qualifications and Experience of Key Personnel		40
Project Lead cum Waste Management Expert	<ul style="list-style-type: none"> M. Tech / Masters degree in the field of Environment Engineering / Environmental Sciences with at least 10 years of overall experience in the waste management area with experience in e-waste related project with value of consultancy services not less than INR 10 lakhs (10 marks for each project) 	20
Technical Expert	<ul style="list-style-type: none"> B. Tech with at least 10 years of overall experience in Civil Engineering domain (Structural design / Civil design) with value of civil engineering /structural design / civil design related consultancy services not less than INR 10 lakhs (10 marks for each project) 	20
Grand Total		100

* All resources proposed should be Full Time Employees of the bidder.

4.1.13 Only the bidders who score more than 60 marks in the Technical Evaluation criteria shall be termed as technically qualified and shall be invited for the opening of the Financial Proposal.

4.1.14 The decision of HSIIDC as regards to acceptance/ rejection of eligibility for parties who apply will be final and binding.

4.1.15 Notwithstanding the above HSIIDC reserves the right to accept or reject any or all bids or to annul the bidding process

Step 3: Evaluation of Financial Proposals and Selection of Bidder

4.1.16 In the 3rd step, the financial evaluation will be carried out. The financial proposals of only technically qualified bidder (qualified bidders) will be opened and will be ranked in terms of their bid price. The bidder with the lowest price shall be declared as selected. If the lowest tenderer (L-1) backs out, his earnest money shall be forfeited. The agency will be debarred for giving tenders for two year and the second lowest tenderer (L-2), third lowest tenderer (L-3) in order of sequence, may be called upon to bring his offer to the same level as the originally first lowest tenderer. In the event of their

refusal to do so, tenders shall be recalled.

4.1.17 HSIIDC will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Agency/Consultant to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant.

4.2 Award of Contract

4.2.1 The Selected Bidder shall be the Bidder having the Lowest Bid, who shall be awarded the contract as per the criteria stated in the RFP.

4.2.2 HSIIDC will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.

4.2.3 The acceptance of Letter of Award will constitute the formation of the contract. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security.

4.2.4 The successful Bidder shall have to sign the Contract Agreement with relevant document as mentioned in the RFP. The Contract agreement draft along with other related terms and conditions will be same as furnished in e-Bid.

APPENDIX-I

Form 1

**Letter of Proposal
(on Bidder's Letter Head)**

**The Managing Director,
Haryana State Industrial & Infrastructure Corporation Limited,
C 13 & 14, Sector 6, Panchkula, Haryana**

Subject: Appointment of Agency for providing Consultancy Services for establishment of E-Waste Management Facility at Electronics Manufacturing Cluster (EMC), IMT Sohna (Haryana)

Sir,

1. With reference to your RFP document dated... .. , I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The proposal is unconditional and unqualified.
2. All information provided in the proposal and in the Appendices is true and correct.
3. This statement is made for the purpose of qualifying as a bidder for undertaking the Project.
4. I/ We will make available to HSIIDC any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of HSIIDC to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. We certify that we have not been barred by the any other State Government in India (SG) or Government of India (GoI), or any of the agencies of GoH/SG/GoI from participating in its projects.
8. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by HSIIDC.
9. I/ We do not have any conflict of interest in accordance the RFP document;
10. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with HSIIDC or any other public sector enterprise or any government, Central or State; and
11. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

12. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any proposal that you may receive nor to invite the bidders to Bid for the Project, without incurring any liability to the bidders, in accordance with the RFP document.
13. I/ We declare that we are not a Member of any other firm submitting a proposal for the Project.
14. I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory body or HSIIDC which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
15. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
16. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate HSIIDC of the same immediately.
17. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by HSIIDC in connection with the selection of the bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
18. In the event of my/ our being declared as the successful bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to us prior to the proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I/We have studied all the Bidding Documents carefully and also understood the scope of the project. We understand that except to the extent as expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by HSIIDC or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of assignment.
20. The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP and draft Agreement.
21. I/We offer and attach as specified Non-refundable processing fee of Rs. 5,000/- (Rupees Five Thousand Only) in online format.
22. I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the proposal Due Date specified in the RFP.
23. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the Authorized signatory)

Particulars of Bidder

Form 2

- (a) Name of Bidder _____
- (b) Address of the office(s) _____
- (c) Date of incorporation and/or commencement of business (Please attach certified copy of registration of Firm) _____
- (d) GSTN of the Company/Firm _____

Details of individual(s) who will serve as the point of contact/ communication for HSIIDC with the Bidder -

- (a) Name _____
- (b) Designation _____
- (c) Company/Firm _____
- (d) Address along with Pin code _____
- (e) Telephone number _____
- (f) E-mail address _____
- (g) Fax number _____
- (h) Mobile number _____

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory Name and seal of Bidder)

Financial Capacity of the Bidder

Particulars	Rupees in Crores		
	2019-20	2020-21	2021-22
Turnover from consulting/ advisory services			
Average Turnover for 3 years			

Note: The Turnover should be certified by the Chartered Accountant / Statutory Auditor.
Turnover not certified by Chartered Accountant / Statutory Auditor shall not be considered for evaluation.

Date: (Signature of the Authorized signatory)

**Place: (Name and designation of the of the Authorized
signatory Name and seal of Bidder)**

Description of experience of bidder**Form 4**

(Please provide information only for a project for which your firm was legally contracted by the client as a corporate entity)

(1)	Project Name:	
(2)	Project Location:	
(3)	Project Cost:	
(4)	Name of Client:	
(5)	Start Date (Month/Year):	
(6)	Completion Date: (Month/Year)	
(7)	Name of Associated Firm(s), if any:	
(8)	Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
(9)	Detailed Narrative Description of Project:	
(10)	Detailed Description of Actual Services Provided by the firm:	
(11)	Approx. Value of Services (INR):	

Note: Experience quoted by Bidder should be supported by a certificate from the client without which the submission shall not be considered for evaluation

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory Name and seal of Bidder)

Curriculum Vitae (CV) for proposed professional staff

1. Proposed Position					
2. Name					
3. Date of Birth		4. Citizenship			
5. Education		<ul style="list-style-type: none"> • Post Graduate in ----- Institute Name -----Year-----. • Bachelors in ----- Institute Name ----- Year-----. 			
6. Membership in Professional Associations					
7. Other Training					
8. Countries of Work Experience -					
9. Language Skills <i>(indicate proficiency by excellent, good or poor)</i>		Languages	Speaking	Reading	Writing
		English			
		Hindi			
10. Employment record <i>(Starting with present position, list in reverse order every employment held. For experience in last 10 years, also give types of activities performed and client references, where appropriate)</i>					
Period	To	Employer and Position held	Summary of activities performed relevant to assignment		
11. Detailed Tasks assigned					
12. Works undertaken that best illustrates capability to handle the tasks assigned					
Project Name					
Client					
Year & Location					
Project Features					
Position Held					
Activities Performed					
13. Expert's Contact Information – e-mail: ----- Phone: -----					
14. Certification:					
<p>I, the undersigned, certify to the best of my knowledge and belief that this CV correctly describes my qualifications and my experience. I understand that any willful misstatement described herein may lead to disqualification or dismissal, and/or any other disciplinary action being taken by the Authority.</p> <p style="text-align: right;">(Signature of the staff Member with date) (Signature, date and Name of Authorised Signatory)</p>					

**Self-Declaration
(should not have been blacklisted)
(On the letterhead of the Bidder)**

I / We agree that the decision of Haryana State Industrial Infrastructure Development Corporation Limited (HSIIDC) in relation to RFP for “Appointment of Agency for providing Consultancy Services for establishment of E-Waste Management Facility at Electronics Manufacturing Cluster (EMC), IMT Sohna (Haryana)” and any addition or deletion to the aforesaid RFP document will be final and binding to me / us.

I / We further confirm that we have not ever been blacklisted/terminated/debarred by Central or State Governments & PSUs.

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorized Person

**Format for Power of Attorney for signing of proposal
(On a Stamp Paper of relevant value)**

Form 7

Power of Attorney

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (Name), son/ daughter/ wife of and presently residing at _____, who is [presently employed with us/ and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for "Appointment of Agency for providing Consultancy Services for establishment of E-Waste Management Facility at Electronics Manufacturing Cluster (EMC), IMT Sohna (Haryana)" by HSIIDC including but not limited to signing and submission of all applications, Proposal and other documents and writings, participate in bidders' and other conferences and providing information/ responses to HSIIDC, representing us in all matters before HSIIDC, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with HSIIDC in all matters in connection with or relating to or arising out of our proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Service Agreement with HSIIDC.

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

IN WITNESS WHEREOF we, _____, the above named Principal has executed this power of attorney on this ____ day of _____ 2022.

(Signature)
(Name, Title and Address)

**Format for Affidavit
(On Stamp paper of relevant value)**

Date:

To:

Ref: Appointment of Agency for providing Consultancy Services for establishment of E-Waste Management Facility at Electronics Manufacturing Cluster (EMC), IMT Sohna (Haryana)

Dear Sir,

I/We _____ hereby declare that statements, project documents, credentials, documentary evidence, financial statements and other documents in the proposal are true, authentic to the best of my/our knowledge. I/we have not incorporated any information not undertaken by us, in the proposal. I/We, for the purpose of the said tender, have not forged, misrepresented & misled any information that has not been undertaken by us. For the purpose of the evaluation, HSIIDC, has the right to verify the authenticity of the proposal submitted by us.

I/We fully understand that in case of furnishing any false documents or statements, forging, misrepresentation & producing misleading information in the proposal, and failure to abide by the terms and conditions of the tender, I/we are liable to any actions that may be taken against us by HSIIDC, Government of Haryana.

Yours faithfully,

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorized Person

APPENDIX-II

Form 1

Financial Proposal

**Covering Letter
(On Bidder's letter head)**

(Date and Reference)

**The Managing Director,
Haryana State Industrial & Infrastructure Corporation
Limited, C 13 & 14, Sector 6, Panchkula, Haryana**

Subject: Appointment of Agency for providing Consultancy Services for establishment of E-Waste Management Facility at Electronics Manufacturing Cluster (EMC), IMT Sohna (Haryana)

Sir,

We, the undersigned, offer to provide consultancy services to Haryana State Industrial & Infrastructure Development Corporation Ltd., Government of Haryana in accordance with your Request for Proposals dated _____ and our Technical Proposal.

Our attached Financial Proposal has been uploaded on the e-tenders portal i.e. <https://etenders.hry.nic.in> as required by the RFP document.

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 remain,

Yours sincerely,

Authorized Signature {In full and initials}

Name and Title of Signatory

In the capacity of

Address

E-mail

APPENDIX-III

Performance Security Format

To

WHEREAS [name and address of selected bidder] (hereafter called “the contractor”) has undertaken, in pursuance of Contract No. dated to execute [name of Contract and brief description of Works] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of [amount of guarantee]* (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is Payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we waive notice of any such change, addition or modification.

The Bank guarantee for performance security shall remain in force as given in the Bid Document for 6 months from the date of LOA.

Signature and Seal of the Guarantor

Name of Bank

Address

Date

*An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupee