



Madhya Pradesh Industrial Development Corporation Ltd (MPIDC)

REQUEST FOR PROPOSAL

For

**“SELECTION OF AGENCY FOR PROVIDING IMPLEMENTATION SUPPORT
FOR STATE AND DISTRICT BUSINESS REFORM ACTION PLAN UNDER EASE OF
DOING BUSINESS INCLUDING GOVERNMENT PROCESS RE-ENGINEERING”**

Madhya Pradesh Industrial Development Corporation Ltd. (MPIDC)

**CEDMAP Bhawan,
Plot no 16 A, Arera Hills,
Bhopal – 462 011**

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Important Dates

S.No.	Activity	Date and Time
1	Start Date of Purchase of RFP	02 December 2019, 12:00 Hours
2	Date of Pre-Bid Conference	13 December 2019, 15:00 Hours
3	Last Date for client's response to queries/clarification	28 December 2019, 17:00 Hours
4	Last Date of Purchase of RFP	16 January 2020, 15:00 Hours
5	Last Date of Submission of Proposal	16 January 2020, 15:00 Hours
6	Date of Opening of Tender & Pre-qualification bid	17 January 2020, 15:30 Hours
7	Date of Opening of Technical bid	28 January 2020, 15:00 Hours
8	Tentative date of opening of Financial bid	12February 2020, 15:00 Hours

1 Definition

- 1.1. "Affiliate (s)" means an individual entity that directly or indirectly controls, is controlled by, or is under common control with the agency/Agencies/firm.
- 1.2. "Applicable Guidelines" means the policies of the State and Government of India governing the selection and Contract award process as set forth in this RFP.
- 1.3. "Applicable Law" means the laws and any other instruments having the force of law in the country.
- 1.4. "Agency" means a legally-established professional firm or an entity that may provide or provides the Services to Madhya Pradesh Industrial Development Corporation (MPIDC) under the Contract. "Contract" means a legally binding written agreement signed between the Client ("hereinafter referred to Madhya Pradesh Industrial Development Corporation (MPIDC).") and the Agency and includes all the attached documents listed in its Clause 1 [the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices].
- 1.5. "Data Sheet" means an integral part of the Instructions to Agency (ITC) that is used to reflect assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- 1.6. "Day" means a calendar day.
- 1.7. "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Agency.
- 1.8. "Government" means the State Government of Madhya Pradesh.
- 1.9. "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the agency's proposal.
- 1.10. Data Sheet (this Section of the RFP) means the Instructions to Agency that provides the Agency with all information needed to prepare their Proposals.
- 1.11. "Non-Key Expert(s)" means an individual professional provided by the Agency who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- 1.12. "Proposal" means the Technical Proposal and the Financial Proposal of the Agency.
- 1.13. "RFP" means this Request for Proposals prepared by the Client for the selection of Agency.
- 1.14. "Services" means the work to be performed by the agency pursuant to the Contract.
- 1.15. "TORs" (the Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Agency, and expected results and deliverables of the assignment.

2 Introduction and General Conditions

Introduction

Madhya Pradesh Industrial Development Corporation Ltd. (MPIDC) is a Government of Madhya Pradesh (GoMP) undertaking under the aegis of Department of Industrial Policy & Investment Promotion (DIPIP). MPIDC is the Single Window Secretariat for Investment Facilitation and has been designated as nodal agency to work for the Investment Promotion and the implementation of Business Reform Action Plan (BRAP) under Ease of Doing Business (EODB).

Ease of doing business is an entrepreneurial intervention that is bridging the institutional gaps. It aims at simplification and rationalization of regulatory processes involved in establishing and operating business in a region. Ease of Doing Business leads to increased procedural and legislative efficiency, improved accessibility of information and enhanced investors experience by minimizing the government interference in obtaining various licences and permits. In the process, Information Technology acts as an enabler to make governance more efficient and transparent.

Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India in partnership with the World Bank spearheaded the initiative of creating an enabling environment and simplifying the regulatory procedures across the country to make India an easier place to do business. DPIIT prepared the Business Reform Action Plan (BRAP) aligned to the leading practices across the globe and shared it with states for implementation. The states are assessed and ranked based on level of implementation of reforms mentioned in BRAP. The task force is constituted at the central level to supervise the entire evaluation process. This has now become a recurring activity which is conducted every year. The assessment has promoted healthy competition among the states/UTs leading to overall improvement of Ease of Doing Business index of the country.

2.1.1 MPIDC intends to select an Agency, in accordance with the method of selection specified in the Data Sheet.

2.1.2 Interested Firms/ Consultants / Agencies involved in the similar activities are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Agency.

2.1.3 The Agency should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference as specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Agency's expense.

2.2 Conflict of Interests

2.2.1 The Agency is required to provide professional, objective and impartial advice, at all times holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.

2.2.2 The Agency has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Agency or the termination of its Contract and/or sanctions by the MPIDC.

2.2.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Agency shall not be hired under the circumstances set forth below:

2.2.3.1 Conflicting Activities

Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation and implementation.

2.2.3.2 Conflicting Assignments

Conflict among consulting assignments: An Agency (including its Experts and Sub-Agency) or any of its affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Agency for the same or for another Client.

2.2.3.3 Conflicting relationships

Relationship with the Client's staff: An Agency (including its Experts) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the MPIDC) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the MPIDC throughout the selection process and the execution of the Contract.

2.3 Unfair Competitive Advantage

Fairness and transparency in the selection process require that the Agency or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. Kindly refer the data sheet for the information on assignments. Agency is requested to contact MPIDC office for any kind of clarification related to this RFP.

2.4 Corrupt and Fraudulent Services

The MPIDC requires compliance with its policy regarding corrupt and fraudulent practices

2.5 Eligibility

It is the Agency's responsibility to ensure that its experts, meet the eligibility requirements as established by the MPIDC in the applicable guidelines.

2.5.1 Government-owned enterprises or institutions shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client. To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow fund, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

2.5.1.1 Government officials and civil servants of the country are not eligible to be included as Experts in the Agency's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies, and they are on leave of absence without pay or have resigned or (in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Agency's proposal; and Their hiring would not create a conflict of interest.

3. Preparation of Proposals

3.1 General Considerations

In preparing the Proposal, the Agency is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

3.2 Cost of Preparing Proposals

The Agency shall bear all costs associated with the preparation and submission of its proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract of award, without thereby incurring any liability to the Agency.

3.3 Language

The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Agency and the Client, shall be written in the language(s) specified in the Data Sheet.

3.4 Documents Comprising Proposals

3.4.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

3.4.2 If specified in the Data Sheet, the Agency shall include a statement of an undertaking of the Agency to observe, in competing for and executing a contract, laws against fraud and corruption (including bribery).

3.5 One Proposal Only

The Agency shall submit only one Proposal. If an Agency, including any member firm, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.

3.6 Proposal Validity

3.6.1 The Data Sheet indicates the period during which the Agency's Proposal must remain valid after the Proposal submission deadline.

3.6.2 During this period, the Agency shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

3.6.3 If it is established that any Key Expert nominated in the Agency's Proposal was included in the Proposal without his/her confirmation, such proposal shall be disqualified and rejected for further evaluation.

3.6.4 Extension of Validity Period

3.6.4.1 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, by notifying all agencies who have submitted Proposals prior to the submission deadline to extend the Proposals' validity. Mode of notifications is specified in the Data Sheet.

3.6.4.2 If the Agency agrees to extend the validity of its Proposal, it shall be done

without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

3.6.4.3 The Agency has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

3.6.5 Substitution of Key Experts at Validity Extension If any of the Key Experts become unavailable for the extended validity period, the Agency shall provide written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equator better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert

3.6.6 Subcontracting/ Subletting/ Outsourcing

3.6.6.1 If the Agency fails to provide a replacement of core/ key resource with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

3.6.6.2 The Agency shall not Sub-Contract/Sub-let/Outsource the whole/ part of the Services mentioned in the ToR.

3.7 Clarification and Amendment of RFP

3.7.1 The Agency may request an online clarification of any part of the RFP during the period and in accordance with the procedure indicated in the Data Sheet before the Proposals' submission deadline. The Client will respond online by uploading the response on the portal (including an explanation of the query but without identifying its source) for information of all shortlisted Agency. Should the Client deem it necessary to amend the RFP because of a Clarification, it shall do so following the procedure described below:

3.7.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment online in accordance with procedure described in Data Sheet. The amendment shall be binding to all agencies.

3.7.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the reasonable time to take an amendment into account in their Proposal

3.7.2 The Agency may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline, online, in accordance with the procedure described in the Data Sheet. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

3.8 Technical Proposal Format and Content

3.8.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

3.8.1.1 Agency shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

3.9 Financial Proposal

3.9.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 6 of the RFP. It shall list all costs associated with the assignment, including

(a) remuneration for Experts,

3.9.2 Price Adjustment: On further extension of this assignment 10% escalation in price would be applicable, Project may be extended up to 24 additional months.

3.9.3 Additional Resource Deployment: If required 3 Extra resources of the level of Senior Consultant/Support Consultant, may be procured by the Client on additional payment as per the man-month rate defined in the financial quote of the agency.

3.9.4 Taxes: The agency is responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet.

3.9.5 Currency of Proposal: The Agency should express the price for its Services in the currency as stated in the Data Sheet.

3.9.6 Currency of Payment: Payment under the contract shall be made in the currency as stated in the Data Sheet.

3.9.7 If MPIDC needs to send any deployed resource on tour, the cost of such tour related to project, travel of any Personnel, with the prior approval of MD MPIDC, shall be borne by MPIDC as per guidelines issued by of Finance Department, Govt. of MP, No: F 4-2/2016/niyam/4 dated 05.11.2016 considering Engagement Manager and Team Leader as Grade A officer (Grade pay 7600), Senior Project Consultant as Grade B officer (Grade pay 6600) and Support Consultant as Grade C officer (Grade pay 5400). Such expenses undertaken for the travel can be claimed directly at MPIDC outside the above quoted costs.

4 Submission, Opening and Evaluation of Proposals

4.1 Submission of Proposals

4.1.1 The Agency shall submit a digitally signed, encrypted and complete Proposal comprising of the documents and forms in accordance with the eProcurement Portal guidelines. The submission can be done electronically through the website and in accordance with the procedures specified in the Data Sheet. Proposals submitted by any other means will be rejected.

4.1.2 An authorized representative of the agency shall digitally sign the submission letters in the required format for both, the Technical Proposal and if applicable for the Financial Proposal. The authorization shall be in the form of a written power of attorney scanned and uploaded together with the Technical Proposal. Such Power of Attorney would not be required if the Application is signed by a partner of the agency, in case the agency is a partnership firm or limited liability partnership.

4.1.3 Agency should be aware that the electronic procurement system does not allow for any interlineations, erasures, or overwriting. Any modifications or revisions to the Proposal shall be done in accordance with e-Procurement portal guidelines.

4.1.4 The Proposal or its modifications must be uploaded on the portal not later than the deadline indicated in the Data Sheet, or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline.

4.1.5 Once the Proposal is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Proposal submission. Any other system's functionality requirements are specified in the Data Sheet.

4.2 Confidentiality

4.2.1 From the time the proposals are opened to the time the Contract is awarded, the Agency should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to any agency who have submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

4.2.2 Any attempt by the Agency's personnel or anyone on behalf of the Agency to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing MPIDC's sanctions procedures.

4.2.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if an Agency wishes to contact MPIDC on any matter related to the selection process, it should do so only in writing.

4.3 Online Opening of Proposals

4.3.1 The Client's evaluation committee shall conduct the opening of the Proposals online immediately after the Proposals' submission deadline and following the procedure described in the Data Sheet. The folder with the Financial Proposals shall remain unopened, encrypted and shall be securely stored on the portal.

4.4 Proposals Evaluations

4.4.1 The Agency is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation solely based on the submitted Technical and Financial Proposals.

4.4.2 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet.

4.4.3 Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

4.5 Online Opening of Financial Proposals (For QCBS)

4.5.1 After the technical evaluation is completed, the Client shall notify those agencies whose proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score. Financial Proposals of those Agencies whose Technical Proposals did not meet the minimum qualifying score shall not be opened. In such case, a notification to that effect will be sent to the Agency. The Client shall simultaneously notify those Agency that have achieved the minimum overall technical score and inform them of the date, time and, if indicated in the Data Sheet, location for online opening of the Financial Proposals.

4.5.2 The Financial Proposals shall be opened online by the Client's evaluation committee as described in the Data Sheet. The Financial Proposals shall be then opened. The records of the opening shall remain on the portal for the information of the Agencies who submitted Proposals and the MPIDC.

4.6 Corrections of Errors

4.6.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

4.6.2 Financial Offer: The Agency is deemed to have excluded all prices & taxes in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price specified in the Financial Proposal shall be considered as the offered price.

4.7 Taxes:

4.7.1 The Client's evaluation of the Agency's Financial Proposal shall exclude all taxes and duties in the country in accordance with the instructions in the Data Sheet.

4.8 Combined Quality and Cost Evaluation

4.8.1 Quality and Cost based Selection (QCBS): The total score is calculated by weighing the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Agency achieving the highest combined technical and financial score will be invited for negotiations

4.9 Award of Contract

4.9.1 After completing the negotiations, if applicable; client and selected agency shall sign the Contract. The Agency is expected to commence the assignment on the date and at the location specified in the Data Sheet.

5 Data Sheet

1.	Name of the client: Madhya Pradesh Industrial Development Corporation Limited (MPIDC) Method of selection: Quality & Cost Based Selection		
2.	Financial proposal to be submitted together with Technical Proposal: No Name of Assignment: Selection of Agency for Providing Implementation Support for State and District Business Reform Action Plan Under Ease of Doing Business including Government process reengineering.		
3.	Start date for Purchase of RFP: 02 December, 2019 at 12.00 Hours		
4.	A pre-proposal conference will be held: Yes Address: Madhya Pradesh Industrial Development Corporation Limited (MPIDC) (A Govt. of M.P. Undertaking) "CEDMAP BHAWAN" 16-A, Arera Hills Bhopal - 462011, M.P (India) Tel.: +91-755-2575618, 2571830 Contact person: 1. Pankaj Dubey, CGM, MPIDC Office: 0755-2575662 2. Arun Patel, Manager, MPIDC Mo: 8076038946		
5.	Agencies are requested to visit the following URL for more information. http://www.mptenders.gov.in 1. Details of project can be found in the Terms of Reference (ToR.) 2. Agencies are requested to contact MPIDC office for any kind of clarification, information on the project		
6.	<ul style="list-style-type: none"> • This RFP has been issued in the English language. • Proposals shall be submitted in English language. • All correspondence exchange shall be in English language. 		
7.	Statement of Undertaking is required: Yes; as per the covering letter of Technical Proposal		
8.	Participation of Key Experts in more than one Proposal is permissible: No		
9.	Proposals must remain valid for 120 calendar days after the proposal submission deadline		
10.	In case client feels that the proposal validity should be extended in order to get formal approval and go-ahead, client will send a confirmation mail to all Agencies. All Agencies may send their consent via email to extend the validity of proposal for another 90 days.		
11.	All requests for clarifications shall be made via email (arunpatel@mpidc.co.in), as per the format below		
	Clause number	RFP reference/ page number	RFP clause
			Clarification Sought/Query

12.	Online submission of proposals as per guidelines defined on https://mptenders.gov.in						
13.	<p>Project Duration: 24 months from the date of signing of contract with a provision for further extension of 24 months with 5% per annum escalation on contract value.</p> <table border="1"> <thead> <tr> <th></th> <th>Phase</th> </tr> </thead> <tbody> <tr> <td>T</td> <td>Date of Signing of agreement</td> </tr> <tr> <td>T+24 months</td> <td>Project Execution</td> </tr> </tbody> </table>		Phase	T	Date of Signing of agreement	T+24 months	Project Execution
	Phase						
T	Date of Signing of agreement						
T+24 months	Project Execution						
14.	Method of Selection: Quality and Cost Based Selection (QCBS) – 80:20						
15.	Submission of the Pre-Qualification Proposal, Technical Proposal and Financial Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements						
16.	<p>Agencies shall submit their Proposals electronically on the portal: https://mptenders.gov.in/</p> <ul style="list-style-type: none"> • Tender documents can be downloaded from website https://mptenders.gov.in/. However, the tender document of those Agencies shall be acceptable who have made online payment for the tender documents fee of Rs 10,000/- (Rs Ten Thousand only) + processing fee as applicable (non-refundable) to be paid online through the eProcurement portal (website https://mptenders.gov.in/), without which bids will not be accepted. • Service and gateway charges shall be borne by the Agency 						
17.	<p>EMD</p> <ul style="list-style-type: none"> • Agency shall submit an EMD of Rs, 10 Lakh online through the eProcurement portal (website https://mptenders.gov.in/). • The bid will be disqualified if the EMD is not submitted within the stipulated timeline. Unsuccessful Agency's EMD will be released as promptly as possible, • The EMD may be forfeited in following cases – If an Agency withdraws its bid or increases its quoted prices during the period of bid validity or its extended period, if any; or in the case of a successful Agency, if it fails within the specified time limit to sign the Agreement. 						

18.	<p>Performance Bank Guarantee</p> <ul style="list-style-type: none"> • The Agency shall at its own expense, deposit with MPIDC, within Thirty (30) working days of the from the date of notice of award (LOI) or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled/ nationalized Bank of a value equivalent to 10% of the Contract Value, acceptable to MPIDC, for the due performance and fulfilment of the contract by the successful Agency. • Performance Guarantee should be valid up to 3 Months beyond the contract period. • Performance Guarantee may be forfeited by the MPIDC, if the Successful agency fails to perform within the period(s) specified in the Contract, or within any extension thereof granted by the MPIDC pursuant to conditions of contract clause or if the Successful Agency fails to perform any other obligation(s) under the Contract. • Except as provided above, a delay by the successful Agency in the performance of its delivery obligations shall render the successful Agency liable to the imposition of liquidated damages pursuant to conditions of Contract. <p>The Agency shall indemnify MPIDC, (i) bodily injury or damage to tangible personal property caused by the consulting Firm's negligence or wilful misconduct, or (ii) infringement of a third party's intellectual property.</p> <p>The Agency shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.</p>
19.	<p>For participation in e-tendering, it is mandatory for prospective bidders to get registration on website https://mptenders.gov.in/. Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.</p> <ul style="list-style-type: none"> • Tender documents can be purchased only online and downloaded from website https://mptenders.gov.in/ by making online payment for the tender documents fee and EMD. • Service and gateway charges shall be borne by the bidders. • Since the bidders are required to sign their bids online using class – III Digital Signature Certificate, they are advised to obtain the same at the earliest. • For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website https://mptenders.gov.in/. Please note that it may take up to 7 to 10 working days for issue of Digital Signature Certificate. Department will not be responsible for delay in issue of Digital Signature Certificate. • If bidder is going first time for e-tendering, then it is obligatory on the part of bidder to fulfil all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance. • Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.

	<ul style="list-style-type: none"> • Bidder must positively complete online e-tendering procedure at https://mptenders.gov.in/ • Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason what so ever. 						
20.	<p>Agencies are requested to upload the relevant documents in the space provided at MP e - procurement Portal.</p> <ol style="list-style-type: none"> 1.Tender Document Fee, EMD (Envelope A) 2.Pre-Qualification Proposal (Envelope B) 3 Technical Proposal & Covering letter of Financial Proposal(Envelope C) 4. BOQ(in excel sheet) (Envelope D) <p>Envelope A, Envelope B and Envelope C would be uploaded as a RAR file and an online opening of the Envelop A, B and C would be done by MPIDC. Post Technical evaluation, Financial Proposal containing BOQ would be opened by MPIDC. Agencies have an option to attend the opening of the Pre-Qualification, Technical and Financial Proposals in person. All Proposal opening shall take place online at/ from MPIDC office.</p> <p>Address: - "CEDMAP BHAWAN" 16-A, Arera Hills Bhopal - 462011, M.P. (India) Tel.:+91-755-2575618, 2571830</p>						
21.	<p>Contact Person:</p> <ol style="list-style-type: none"> 1. Pankaj Dubey, CGM, MPIDC Tel.: +91-755-2575662 2.Arun Patel, Manager, MPIDC Mo.: 8076038946 <p>Address of Communication: Managing Director Madhya Pradesh Industrial Development Corporation Limited (MPIDC), CEDMAP Bhawan, Arera Hills, Bhopal, Madhya Pradesh – 462011 E-Mail ID: arunpatel@mpidc.co.in</p>						
22.	<p>Pre-Qualification (Mandatory) Criteria for compliance: All agencies shall comply the following Pre-qualification criteria. Agencies are requested to upload the relevant forms and supporting documents against each criterion. The Agency as well as the proposed solution must possess the requisite experience, strength and capabilities to meet the requirements as described in the Bidding document. Keeping in view the complexity & volume of the work involved, the following criteria are prescribed as pre-qualification criteria for agencies interested in undertaking the project.</p> <table border="1"> <thead> <tr> <th>S.no</th> <th>Pre-Qualification Criteria (Eligibility Criteria)</th> <th>Documents to be submitted</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>For the purpose of this Bid, a Business Entity shall mean a company registered in India under the Companies Act, 2013/1956 or a partnership firm registered. under the Limited Liability Partnership Act of 2008 and operating for the last 10 years as of March 31, 2019. Please Note: No consortium is allowed</td> <td>Certificate of Incorporation, Memorandum, Articles of Associations, Registration Goods and Service tax authorities, PAN issued by Income Tax Authority</td> </tr> </tbody> </table>	S.no	Pre-Qualification Criteria (Eligibility Criteria)	Documents to be submitted	1.	For the purpose of this Bid, a Business Entity shall mean a company registered in India under the Companies Act, 2013/1956 or a partnership firm registered. under the Limited Liability Partnership Act of 2008 and operating for the last 10 years as of March 31, 2019. Please Note: No consortium is allowed	Certificate of Incorporation, Memorandum, Articles of Associations, Registration Goods and Service tax authorities, PAN issued by Income Tax Authority
S.no	Pre-Qualification Criteria (Eligibility Criteria)	Documents to be submitted					
1.	For the purpose of this Bid, a Business Entity shall mean a company registered in India under the Companies Act, 2013/1956 or a partnership firm registered. under the Limited Liability Partnership Act of 2008 and operating for the last 10 years as of March 31, 2019. Please Note: No consortium is allowed	Certificate of Incorporation, Memorandum, Articles of Associations, Registration Goods and Service tax authorities, PAN issued by Income Tax Authority					

	2.	<p>1. The agency should have positive net worth of more than INR 50 crores for the three given Financial Years (FY 16-17, FY17-18, and FY18-19).</p> <p>2. The agency should have Avg. Annual turnover from Consulting Business in India of at least 200 crores for the given Financial years (FY 16-17, FY17-18, and FY18-19).</p> <p>3. The agency should have positive PAT(Profit After Tax) during the Financial years (FY 16-17, FY17-18, and FY18-19). (Note:-In case documents for FY 16-17, FY17-18, and FY18-19 are not available then documents for FY 15-16, FY 16-17 and FY17-18 shall be considered eligible)</p>	Chartered Accountant certificate for Net-worth, Turnover and PAT should be attached. Copy of the audited profit and loss account/ balance sheet/ annual report of given three financial years.
	3.	Experience of undertaking minimum 2 Consulting Assignments / Project each of minimum duration of 6 months on implementation of Business Reform Action Plan/EoDB with EoDB nodal agency of State Governments.	Letter of Award /Work order / Copy of Contract. (Minimum 6 months old)
	4.	The agency shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted by any Department/Ministry/PSU of Central/State Government in India as on the date of submission of bid.	Declaration in this regard by the authorized signatory of the agency should be attached
23.		<p>a. Technical Proposal for only those Agencies who submitted Tender Document Fee and EMD would be taken up by the MPIDC for further evaluation. The Agencies who do not meet the pre-qualification criteria will not be taken up for further evaluation.</p> <p>b. Only those Technical Proposal, wherein proposed solution complies with all the mandatory elements of the Functional and Non-Functional specification, shall be considered as responsive. Any agency whose solution fails to meet the mandatory specification shall be termed as non-responsive. The agency needs to provide compliance to all the mandatory requirements as per format of Pre-Qualification, Technical and Financial.</p> <p>c. The Evaluation Committee based on technical evaluation framework mentioned in the table below shall evaluate each proposal and allot technical score as per the Technical criteria.</p> <p>d. In the technical evaluation, it is mandatory for the agency to score at least 70% of the marks to be qualified to be considered for Financial Evaluation. Those Agencies who fail to attain this minimum score shall be technically disqualified and shall not be considered for further evaluation.</p>	

24.	Technical Evaluation criteria		
	S.no	Description (Evaluation Criteria)	Maximum Score/Requirement
	A	Organisation's Experience	55
	1	Experience of undertaking 2 Ease of Doing Business Assignments individually or as a component of Investment Promotion/other projects for minimum 6 months in EoDB nodal agency of any State Government with contract value of minimum INR 50 Lacs. (7 marks for each project, subject to ceiling of 35 marks)	35
	2	Experience of undertaking 5 large scale development advisory/ consulting projects in Madhya Pradesh with contract value of minimum INR 1 Cr in last 7 years (4 marks for each project, subject to ceiling of 20 marks)	20
	B	Understanding of project, Approach and Methodology (A&M):- 1.Understanding of Scope of Work- 1 marks 2.Approach and methodology to be adopted -2 marks (Page limit Understanding of Project-Maximum 5 pages A&M - Maximum 15 pages)	3
	C	EXPERIENCE OF ON-SITE TEAM	42
	Total		100
25.	Evaluation of CV		
	Key Experts	Minimum Requirements	Marks
Engagement Manager – 1 in number (100% deployment)	<p>1. MBA/ equivalent management qualification with minimum 10 years of total experience and minimum 5 years of experience in strategy/consulting /advisory – 3 Marks</p> <p>2. Minimum 4 relevant projects in EODB/ Government reforms/ consulting/advisory with State/ Central Governments – 2 Marks</p> <p>3. Minimum 1 years of experience of working with MP State Government – 1 Marks</p> <ul style="list-style-type: none"> • Must be on company's payrolls for minimum 6 months at the time of 	6	

		<p>signing of contract</p> <ul style="list-style-type: none"> • Must have a score of minimum 7 Band overall in IELTS or score of 85 in TOEFL (Certificate obtained in any year shall be considered. Three months time will be provided to have IELTS or TOEFL certificate) 	
	<p>Team Leader – 1 in number</p> <p>Full-time on-site deployment (100% deployment)</p>	<ol style="list-style-type: none"> 1. Master's in Business Administration/ Accounting /Finance/Economics with minimum 8 years of total experience and minimum 4 years of experience in strategy/consulting/advisory – 5 marks 2. Minimum 1 year experience of working in EODB/government reforms/strategy/consulting/advisory in MP State Government – 5 Marks <ul style="list-style-type: none"> • Must be on company's payrolls at the time of signing of contract. • Must have a score of minimum 7 Band overall in IELTS or score of 85 in TOEFL (Certificate obtained in any year shall be considered. Three months time will be provided to have IELTS or TOEFL certificate) • Fixed Term Employment and Contractual not allowed 	10
	<p>Senior Project Consultant (1 In number) Full-time on-site deployment (100% deployment)</p>	<ol style="list-style-type: none"> 1. MBA/PGDM/MA (English) or Equivalent qualification with minimum 6 years of experience minimum 3 years of experience in strategy/consulting /advisory – 4 Marks 2. Must have minimum 1 year experience of working in EODB/government reforms/strategy/consulting/advisory in MP –4 Marks <ul style="list-style-type: none"> • Contractual employment is not allowed. 	8
	<p>Support Consultant (3 in number) Full time on-site deployment (100% deployment)</p>	<ol style="list-style-type: none"> 1. BE/B. Tech/MCA or higher equivalent qualification with minimum 4 years of experience minimum 2 years of experience in strategy/consulting /advisory – 3 Marks 2. Minimum 1 project in EODB/government reforms/strategy/consulting/advisory with State/ Central Governments/Development aid agencies – 3 Marks <ul style="list-style-type: none"> • Certification in Microsoft Office /Digital Marketing/ Social Media Marketing 	18 (6 marks x3)

		<p>(After signing the contract 3 months time will be provided to have these certificates).</p> <ul style="list-style-type: none"> • Preferable:- Experience of minimum 1 year on social media best practices, Content writing for brands, Handling messages & reviews tracking, Solve digital marketing problems for clients & provide best available solutions. Experience in Google analytics, Search Engine Optimization, Google Adwords. • Contractual employment is not allowed. 	
	Total		42
	<p>Note:</p> <ol style="list-style-type: none"> 1. The invited Agency shall confirm the availability of all the core/ key resources included in the Proposal as a pre-requisite to the negotiations. Failure to confirm the core/ key Personnel's availability may result in the rejection of the Agency's Proposal and the client proceeding to negotiate the Contract with the next-ranked Agency 2. Notwithstanding the above, the substitution of core/ key resources at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Agency, including but not limited to death / medical incapacity or resignation. In such case, the Agency shall offer a suitable core/ key resource within the period specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the Original candidate. 3. All resources should be available full time at client location i.e. MPIDC, Bhopal. All resources have to mark their presence at MPIDC Corporate office, Bhopal for the working days. All resources should take prior permission from the client for leave. 4. Extra resources, if required may be procured by the Client up to three people from the category Senior Project Consultant / Support Consultant on additional payment as per the man-month rate defined in the financial quote of the agency. 5. Acceptance of proposal by MPIDC implies acceptance of the man-month rates quoted by the agency. 6. In addition to the deployed team agency will nominate a SPOC, who shall interact with MPIDC as and when required. 		
26.	<p>Team Deployment</p> <p>The Agency shall form a multi-disciplinary team (the "Consultancy Team") for undertaking this assignment. The Consultancy Team shall consist of the following personnel. The resources shall discharge their respective responsibilities as specified</p>		

	below:																														
	<table border="1"> <thead> <tr> <th>S.No.</th> <th>Personnel</th> <th>No. of Resource</th> <th>Months</th> <th>Deployment</th> </tr> </thead> <tbody> <tr> <td colspan="5">Team Composition</td> </tr> <tr> <td>1</td> <td>Engagement Manager</td> <td>1</td> <td>24</td> <td>100%</td> </tr> <tr> <td>2</td> <td>Team Leader</td> <td>1</td> <td>24</td> <td>100%</td> </tr> <tr> <td>3</td> <td>Senior Project Consultant</td> <td>1</td> <td>24</td> <td>100%</td> </tr> <tr> <td>4</td> <td>Support Consultant</td> <td>3</td> <td>24</td> <td>100%</td> </tr> </tbody> </table>	S.No.	Personnel	No. of Resource	Months	Deployment	Team Composition					1	Engagement Manager	1	24	100%	2	Team Leader	1	24	100%	3	Senior Project Consultant	1	24	100%	4	Support Consultant	3	24	100%
S.No.	Personnel	No. of Resource	Months	Deployment																											
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2	Team Leader	1	24	100%																											
3	Senior Project Consultant	1	24	100%																											
4	Support Consultant	3	24	100%																											
27.	<p>Notifications to the Agency will be sent as following:</p> <p>(a) Agency whose Proposals were considered non-responsive or did not meet the minimum qualifying technical score (70%) will be informed.</p> <p>(b) Agency who has passed the minimum technical score will be invited for the opening of the Financial Proposal via email. Agency can participate in the Financial Proposal opening in person.</p>																														
28.	The online opening procedure shall be as following: The procedure for online opening of Technical Proposals can be viewed at www.mptenders.gov.in																														
29.	For the purpose of the evaluation, the Client will exclude Goods & Services Tax as per prevailing rates, levied on the contract's quoted financials.																														
30.	The single currency for all prices expressed is: Indian Rupee (INR)																														
31.	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80, and P = 20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>																														
32.	<p>Expected date and address for Agreement signing:</p> <p>Date: To be intimated later separately to the successful bidder.</p> <p>Address: Madhya Pradesh Industrial Development Corporation (MPIDC) "CEDMAP</p>																														

	BHAWAN" 16-A, Arera Hills Bhopal – 462011, M.P(India) Tel.:+91-755-2575618, 2571830
33.	Contract award information will be published at www.mptenders.gov.in
34.	Negotiation shall be done on technical approach and methodology only. No financial negotiation shall be done at the time of negotiation.
35.	Change Management : Any changes / addition to the scope of work will be governed by the Change Control Schedule. Cost incurred due to change of scope shall not exceed 25% of total project cost in any case.

6 Formats of Pre-Qualification, Technical and Financial Proposal

6.1 Formats for Technical Proposal (Part I) (To be enclosed in Envelop C)

6.1.1 Checklist for Pre-Qualification Proposal

S.No.	Items	Submitted (Yes/No)	Documentary Proof Page number
1	Pre-qualification cover letter		
2	Agency's Particulars		
3	PoA authorizing the Signatory		
4	Certificate of Incorporation		
5	Copy of registration with sales tax / Goods and Service Tax authorities		
6	Chartered Accountant certificate for Networth, Turnover and PAT for last three years		
7	Copy of the audited profit and loss account / balance sheet/ annual report of last three financial		
8	Self-Declaration for not being blacklisted by any Government Entity		
9	Pre-qualification Compliance Sheet		
10	Form for Statement of No Deviation from the RFP Requirements		
11	Experience of undertaking minimum 3 Consulting Assignments / Project each of minimum duration of 6 months on implementation of Business Reform Action Plan under EoDB with EoDB nodal agency of State Governments.		

6.1.2 Format for Pre-qualification Proposal Cover letter (On Agency's Letterhead)

To,

The Managing Director,

Madhya Pradesh Industrial Development Corporation Limited (MPIDC),

CEDMAP Bhawan, Arera Hills, Bhopal,

Madhya Pradesh – 462011

Date: DD/MM/YYYY

Sub: Letter for Submission of Pre-Qualification Proposal by <<firm name>>

Ref: <<RFP Title>> (Bidding Document No: _____ Dated: __/__/____)

Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer services as required and outlined in the RFP. We attach here to our responses to pre-qualification criteria.

We confirm that the information contained in these responses or any part thereof, including the exhibits and other documents and instruments delivered or to be delivered to MPIDC is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so. We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 120 days from the date fixed for bid opening.

We hereby declare that in case we are chosen as successful agency, we shall submit the PBG in the form prescribed in the RFP. We do hereby undertake, that until a contract is prepared and executed, this bid together with your written acceptance thereof, the Bidding Document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the services specified in the tender response with or without assigning any reason whatsoever.

Date:

Signature of Authorized Representative

Name of Agency:

Full Address:

Telephone No.:

6.1.3 Format for particulars of the Agency:

Details of Agency		
a	Name of agency	
b	Address of agency	
c	Year of Incorporation	
d	Registration Number & Registration Authority	
e	Legal Status (Public/Private/ LLP)	
f	Name & Designation of the Authorized person to whom all references shall be made regarding this Bidding Document	
g	Telephone No. (with STD Code)	
h	Fax No. (with STD Code)	
i	E-Mail of the Contact person	
j	Website	
K	Financial Detail (Organization's turnover of last three financial years)	FY2016-17 FY2017-18 FY2018-19
L	Goods and Service Tax number	
M	PAN number	
N	Details of EMD	Date Amount Reference Number

Date:

Signature of Authorized Representative

Name of Agency:

Full Address:

Telephone No.:

6.1.4 Format for Pre-Qualification Compliance Sheet

S.no	Pre-Qualification Criteria	Documents to be submitted	Document Submitted Yes/No	Document Proof (page number)
1.	For the purpose of this Bid, a Business Entity shall mean a company registered in India under the Companies Act, 2013/1956 or a partnership firm registered. Under the Limited Liability Partnership Act of 2008 and operating for the last 10 years as of March 31, 2019. Please Note: No consortium is allowed	Certificate of Incorporation, Memorandum, Articles of Associations, Registration Goods and Service tax authorities PAN Number		
2.	1. The agency should have positive net worth of more than INR 50 crores for the three given Financial Years (FY 16-17, FY17-18, and FY18-19). 2. The agency should have Avg. Annual turnover from Consulting Business in India of at least 200 crores for the given Financial years (FY 16-17, FY17-18, and FY18-19). 3. The agency should have positive PAT(Profit After Tax) during the Financial years (FY 16-17, FY17-18, and FY18-19). • (Note:-In case documents for FY 16-17, FY17-18, and FY18-19 are not available then documents for FY 15-16, FY 16-17 and FY17-18 shall be considered eligible)	Chartered Accountant certificate for Net-worth, Turnover and PAT should be attached. Copy of the audited profit and loss account/ balance sheet/ annual report of last three financial years mentioning required figures		
3	Experience of undertaking minimum 2 Consulting Assignments / Project each of minimum duration of 6 months on implementation of Business Reform Action Plan/EoDB with EoDB nodal agency of State Governments.	Letter of Award /Work order / Copy of Contract		
4	The agency shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted by any Department/Ministry/PSU of Central/State Government in India as on the date of submission of bid.	Declaration in this regard by the authorized signatory of the agency should be attached		

Date:

Signature of Authorized Representative

Name of Agency:

Full Address:

Telephone No.:

1.1.5 Format for Self-declaration by Agency for not being Blacklisted (On Agency's Letterhead)

To,

The Managing Director,

Madhya Pradesh Industrial Development Corporation Limited (MPIDC),

CEDMAP Bhawan, Arera Hills, Bhopal,

Madhya Pradesh – 462011

Date: DD/MM/YYYY

Sub: Declaration of no valid ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies in India as on DD/MM/YYYY.

Ref: <<RFP Title>> (Bidding Document No: _____ Dated: __/__/____)

Sir,

In response to the above mentioned RFP I, _____, as <<Designation>> of M/s _____, hereby declare that our Company/Firm _____ has not been blacklisted/banned by any Central/State Government or statutory authority or Public Sector Undertaking (PSU) or regulator as on the date of this declaration.

Date:

Signature of Authorized Representative

Name of Agency:

Full Address:

Telephone No.:

6.1.5 Format for Statement of No Deviation from the Bidding Document
(On Agency's Letterhead)

To,
The Managing Director,
Madhya Pradesh Industrial Development Corporation Limited (MPIDC),
CEDMAP Bhawan, Arera Hills, Bhopal,
Madhya Pradesh – 462011
Date: DD/MM/YYYY

Sub: Undertaking of no deviation from RFP terms and condition and corrigendum (if any).

Ref: <<RFP Title>> (Bidding Document No: _____ Dated: __/__/____)

Sir,

This is to confirm that the proposal submitted by << Agency name>>, is in complete agreement with the RFP and the corrigendum(s) issued thereof and there is no deviation what so ever.

Date:

Signature of Authorized Representative

Name of Agency:

Full Address:

Telephone No.:

6.2 Formats for the Technical Proposal (Part II) (To be enclosed in Envelop C)

6.2.1 Checklist for Technical Proposal

S.No.	Items	Submitted (Yes/No)	Documentary Proof Page number
1	Technical cover letter		
2	Relevant Project Experience I. II. III. IV.		
3	Proposed Team Structure, Team Deployment Plan and CVs of key proposed resources		
4	Approach and Methodology		
5	Project Plan		

6.2.2 Format for Technical proposal covering letter

To,

The Managing Director,

Madhya Pradesh Industrial Development Corporation Limited (MPIDC),

CEDMAP Bhawan, Arera Hills, Bhopal,

Madhya Pradesh – 462011

Date: DD/MM/YYYY

Sub: Covering letter for Technical Proposal for referred Bidding Document

Ref: <<RFP Title>> (Bidding Document No: _____ Dated: __/__/____)

Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to be the Agency and carry out the work as and outlined in the RFP. We attach hereto the technical response required by the RFP.

We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to MPIDC is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so. We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this Bidding Document response for a period of 120 days from the date fixed for bid opening.

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in the RFP. We agree that you are not bound to accept any Bidding Document response you may receive. We also agree that you reserve the right in absolute sense to reject the solution completely. It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

Signature of Authorized Representative

Name of Agency:

Full Address:

Telephone No.:

6.2.3 Format for Technical Proposal

S.No.	Description (Evaluation criteria)	Submitted (Yes/No)	Documentary Proof Page number
	Proposed response should be in compliance with all the Mandatory items		
A	Organization's Experience		
	Experience as per of clause 24 of Data Sheet.		
B	Proposed Solution		
	Approach and Methodology		
C	Proposed Team Deployment		
	Agency's proposed resources for the project shall be considered for evaluation of the proposal: <ul style="list-style-type: none"> • Engagement Manager – 1 • Team Leader – 1 • Senior Project Consultant -1 • Support Consultant –3 		

6.2.4 Format for Relevant experience

Summary table for Project Experience

Serial number	Name of Project	Year of Project	Page number
1			
2			
3			

Detailed Project Experience (please provide separate table for each project)

Project Information	
Name of the project	
Client for whom the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Start Date	

Completion date	
Duration of the Project	
Other Relevant information (if any)	
Supporting documents enclosed:	
<ul style="list-style-type: none"> a) Work Order received from Client/ Copy of Contract signed b) Scope of Work highlighted(Y/N) c) Period of Contract Highlighted(Y/N) d) Other (if any) 	

6.2.5 Format for List of Resources and Detailed Resume

Summary of Resources

Serial number	Proposed Position	Name of Resource	Qualification	Total experience	Relevant Experience
1					
2					
3					

1	Proposed Profile					
2	Name of Staff					
3	Date of Birth					
4	Nationality					
5	Qualification	S.no	Degree	Institution	Year	
6	Member of Professional Association					
7	Certification					
8	Languages	S.no	Language	Read	write	Speak

9	Employment	From (year)	To (year)	Employer	Position held	Assignment
10	Description of services on Relevant Project					
Detail resumes are to be provided separately						

6.2.6 Format for Project Plan

S.no	Activity Head	Activity	Months								
			1	2	3	4	5	6	7	8	n
1											
2											
3											
4											
5											
6											
7											
8											

6.2.7 Power of Attorney

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the "Authorized Representative"), with power to sub- delegate to any person, 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 [name of assignment], to be developed by MPIDC, Government of Madhya Pradesh (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority and undertakings consequent to acceptance of our proposal and generally dealing with the Authority 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 until accepting the work order with the Authority.

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

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in 'yyyy' format].

For [name and registered address of organization] [Signature] [Name]

[Designation] Witnesses: 1. [Signature, name and address of witness]

2. [Signature, name and address of Witness] Accepted Signature] [Name] [Designation] [Address]

Notes: 1. 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 executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure. 2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

6.3 Format– Financial Proposal (To be enclosed in Envelop C)

6.3.1 Format for Financial Proposal Cover Letter On Agency's letter head

To,
The Managing Director,
Madhya Pradesh Industrial Development Corporation Limited (MPIDC),
CEDMAP Bhawan, Arera Hills, Bhopal,
Madhya Pradesh – 462011

Date: DD/MM/YYYY

Sub: Covering letter for Financial Proposal for referred Bidding Document

Ref: <<RFP Title>> (Bidding Document No: _____ Dated: __/__/____)

Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to be the Agency and carry out the work as and outlined in the RFP. We have carefully read and understood the terms and conditions of the contract applicable to the Bidding Document and we do hereby undertake Services as per these terms and conditions. We declare that our prices are as per the technical specifications and bid documents. We do hereby undertake that, in the event of acceptance of our bid, the Services shall be completed as stipulated in the Bidding Document.

We, hereby, confirm that the solution proposed is complete in all respects and shall be sufficient to fulfil all the requirements and services levels as mentioned in the RFP. In case, the solution is found to be incomplete / insufficient, we shall take necessary measures at no additional cost to the MPIDC.

We hereby confirm that all the prices mentioned in the financial proposal are in Indian National Rupee (INR) only and shall remain valid for period of 2 years. We also confirm that all prices provided above are exclusive of all taxes and levies. We understand that in case our bid is not in compliance with this, the bid shall be rejected. We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this Bidding Document response for a period of 120 days from the date fixed for bid opening.

Our quoted Financial Proposal is “excluding” of all indirect local taxes. The estimated amount of local indirect taxes shall be confirmed or adjusted during payment of our invoices. {Please note that all amounts shall be the same as in the financial cost mentioned in the Excel Sheet “Total Cost of the Financial Proposal” during the upload of financial price excel

sheet}. We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Security in the form prescribed in the RFP.

We agree that you are not bound to accept any proposal you may receive. We also agree that you reserve the right in absolute sense to reject the solution completely with or without assigning any reason whatsoever.

It is hereby confirmed that I am entitled to act on behalf of our company/ corporation/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

Signature of Authorized Representative

Name of Agency:

Full Address:

Telephone No.:

6.3.2 Reference Format for Price Bid: Summary of Cost

Serial Number	Details	No of resources	Duration of Resource for the engagement	Man-Month Rate	Total Cost (Man-month Rate x Engagement Duration of Resource x No. of resources)
1	Engagement Manager	1	24 months		
2	Team leader	1	24 months		
3	Senior Project Consultant	1	24 months		
4	Support Consultant	3	24 months		
Cost of Providing Resources to MPIDC (Should match the amount in Covering Letter)					<< Total Cost in INR>>
GST					
Grand total cost (inclusive of GST)					

- Bidder should submit the financial bid in the BOQ provided on the portal only.
- For Financial Evaluation, total cost of Financial Proposal (exclusive of GST) will be considered.

1.1.6 Format for Performance Security

To,
The Managing Director,
Madhya Pradesh Industrial Development Corporation Limited (MPIDC),
CEDMAP Bhawan, Arera Hills, Bhopal,
Madhya Pradesh – 462011

Date: DD/MM/YYYY

Sub: Performance Bank Guarantee

Ref: <<RFP Title>> (Bidding Document No: _____ Dated: __/__/____)

Dear Sir,

M/s. (name of Agency), a company registered under the Companies Act, 1956, having its registered Office at (address of the Agency), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning there of, includes its successors and assignees), agreed to enter into a contract dated (Herein after, referred to as “Contract”)with you (Madhya Pradesh Industrial Development Corporation (MPIDC)) for referred RFP.

We are aware of the fact that as per the terms of the contract, M/s. (name of Agency) is required to furnish an unconditional and irrevocable bank guarantee of amount 10% of purchase order in favour Of MPIDC for an amount <<....>> and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/default of the said contract by our constituent. In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank),have agreed to issue this Performance Bank Guarantee. Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under: In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on such demands sum/ not exceeding the sum of amount <<....>>), without any demur.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) /breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. This PBG will remain valid for 2 Years and 3 months. We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to

demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights to pursue legal remedies against MPIDC and other Concerned Government Departments of Madhya Pradesh. We the guarantor, as primary obligee or and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period. We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you. This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent or shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is Restricted to amount <<.....>>), and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour. We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or another indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee. Notwithstanding anything contained herein, our liability under this Performance Bank Guarantee shall not exceed amount INR <<.....>>.

The PBG shall remain valid during the entire warranty period (2 Years); and We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only if we receive a written claim or demand on or before (Date) i.e. 2 years from start of project. Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank

does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

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

Dated: Day2019

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation (Address of the Bank)

Note:

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

7 Terms of Reference (TOR)

Back Ground

State level implementation of reforms under Ease of Doing Business was initiated in the year 2014, when 98-Point Action Plan for improving the regulatory framework for business was shared with states for implementation. Although there was no formal ranking announced in 2014 but a report titled “Assessment of State Implementation of Business Reforms” was released in September 2015. Subsequently, DPIIT in partnership with the World Bank Group released Business Reform Action Plan (BRAP) 2015 that included 285 recommendation points across 8 Reform Areas; BRAP 2016 included 340 recommendation points across 10 Reform Areas; BRAP 2017 included 372 recommendation points across 12 Reform Areas. BRAP majorly comprises of reforms on regulatory processes, policies, practices and procedures. In BRAP, special emphasis is given on easy access to information, end-to-end automation of processes and elimination of manual interventions. To measure effectiveness of reforms at grass-root level, investor feedback survey was introduced in BRAP 2017 wherein a comprehensive business-to-government (B2G) feedback exercise was undertaken by DPIIT. After every cycle DPIIT provides a detailed analysis on the reforms implemented by each of the states, top performers in each reform area and the leading practices.

MPIDC is bestowed with the responsibility of coordination with various state Government departments to ensure compliance of Business Reform Action Plan (BRAP) a program conducted by World Bank and DPIIT Govt. Of India. Madhya Pradesh has been consistently featuring among the top achievers in Business Reform Action Plan (BRAP).

Year	Rank	Implementation Score
2015	5	62%
2016	5	97.01%
2017-18	7	97.3%

District being the basic unit of administration are required to be imbedded in to the Business Reform Action Plan so that citizens and Industries are benefitted from the initiative.

Scope of Work

MPIDC intends to avail professional services from firm who has experience in the implementation of Business Reform Action Plan to achieve the following objectives

- Through the appointment of an agency the state intends to ensure the fruits of Business Reform Action Plan reaches at districts which are the basic unit of administration and to ensure the improvement of the State's ranking in EoDB.
- Implementation of BRAP at district level will involve close collaboration of the central team in the state with districts.
- The districts shall be evaluated on the implementation of the reforms covered under DLBRAP(District level business reform action plan) framework of DPIIT(Department for Promotion of Industry and Internal Trade)
- The evaluation process will also involve investor feedback process.

- The scope of activity may be widened at a later stage and additional manpower may be engaged for the said activity
- The agency shall support the state in the evaluation of State BRAP under Ease of Doing Business and coordinate with various departments for the implementation of reforms
- The agency shall support the state in devising strategies for improving the investor feedback score across various services, so that state attains good rank in the BRAP exercise conducted by Government of India
- Documentation of recommendations under BRAP and coordination with Departments
- Coordination for BRAP reviews with the HOD and Office of Chief Secretary GoMP
- The agency shall examine the current regulatory environment for investors and businesses across various identified departments and identify key bottlenecks impacting the Ease of Doing Business.
- The agency shall propose interventions for Government Process Reengineering basis on the gaps identified in the current processes.
- The agency shall study leading/innovative practices adopted by other states in India and provide recommendations for improvement in the existing system
- The Agency shall keep the pace with challenging environment of the Government so that predefined concepts can be followed with required changes to shun the failure of the e-Governance implementation.
- The Agency shall review and examine the nature and characteristics of government process reengineering, challenges and problems of EODB with specific reference to department concerned and IT-based E-Government. The review also encompasses the methods, techniques and tools for undertaking GPR; analytical and conceptual GPR models and frameworks; and empirical studies that evaluate GPR implementation outcomes and identify the critical success or failure factors.
- The Agency shall work on comprehensive diagnosis and provide process reengineering (GPR) solutions to ensure sustainable and accountable service delivery practices, systems and culture. However, this engagement would not involve any activity related to software development or maintenance or integration of services with existing IT system.

The engagement will involve the following activities

1. Assistance to Department in the implementation of DLBRAP published by DPIIT, Govt. Of India

- 1.1. Study of DLBRAP reforms sent by DPIIT Govt. Of India, and work on implementation of the same
- 1.2. Conduct periodic stakeholder workshops to discuss the new framework, proposed approach/ methodology to be adopted for implementation of the reforms
- 1.3. Liaise and co-ordinate with various Departments for achievement of reform points at district level and coordinate with their Head offices for seamless integration
- 1.4. Preparation of supporting documents required for DLBRAP
- 1.5. Represent State in various industry forums, inter- government summits, workshops and conferences where EoDB is discussed. Support in drafting the required reports and presentations
- 1.6. Undertake initiatives to improve investor communication at district level through instruments like Investor Newsletter, periodic communication through SMS, email workshops at district level etc.
- 1.7. Half yearly investor feedback survey to understand investor satisfaction at district level and undertake measures as applicable
- 1.8. Support in development of promotional material required for creating awareness about DLBRAP

2. Assistance to Department in the implementation of State BRAP published by DPIIT, Govt. Of India

- 2.1. Study of State BRAP reforms sent by DPIIT Govt. Of India, and work on implementation of the same
- 2.2. Categorisation and classification of BRAP recommendations
- 2.3. Orientation meeting with stakeholder departments
- 2.4. Interdepartmental Coordination for the implementation of reforms involving multiple stakeholders
- 2.5. Preparation of supporting documents required for State BRAP
- 2.6. Submission of BRAP recommendations on DPIIT Portal and resolution of clarifications raised by DPIIT Govt. Of India
- 2.7. Support the department in Investor feedback exercise
- 2.8. Investor awareness workshops in coordination with user departments and MPIDC
- 2.9. Stakeholder coordination with various Head of Departments for the implementation of recommendations
- 2.10. Support in development of strategies required for creating awareness regarding BRAP and its recommendations.
- 2.11. Coordination with the BRAP team of DPIIT Govt. of India.

Work Plan

Work plan and activities which are to be executed by the selected agency through the RFP

S. No.	Activities
1	Analysis of prevailing processes at State/ District Level
2	Assessment of best National/International practices for regulatory environment
Implementation of Business Reform Action Plan at District Level	
3	Analysis of recommendations for DLBRAP shared by DPIIT for implementation by states
4	Identification & Mapping of Departments associated with recommendations
5	Study of prevailing procedures
6	Implementation of Business Reform Action Plan at District Level
7	Coordination with District Administration
8	Support to District Administration for DLBRAP Implementation
9	Propose interventions for GPR basis on the gaps identified in the current process
10	Monitoring delivery of services in defined time lines
11	Preparation of supporting Documents for DLBRAP
12	Coordination with DPIIT for DLBRAP Implementation
13	Submission of supporting Documents at DPIIT Portal
14	Respond to clarifications received from DPIIT
15	Consultation with respective District Administration and feedback review with the investor
16	Periodic workshops to be conducted in Districts to discuss new strategies, their approach and methodology
Implementation of Business Reform Action Plan at State Level	
17	Analysis of recommendations for BRAP
18	Identification & Mapping of departments associated with recommendations
19	Study of prevailing procedures
20	Implementation of Business Reform Action Plan at State Level
21	Handholding of Departments for implementation of State level BRAP
22	Propose interventions for GPR basis on the gaps identified in the current process
23	Monitoring delivery of services in defined time lines
24	Preparation of supporting Documents for BRAP
25	Coordination with DPIIT for BRAP Implementation
26	Submission of supporting Documents at DPIIT Portal
27	Respond to clarifications received from DPIIT
28	Consultation with respective stakeholder departments and feedback review with the investor
29	Support Department in drafting reports and presentations related to EODB
30	Periodic workshop to be conducted with concerned Departments to discuss new strategies, their approach and methodology
Support for augmenting feedback score	
31	Conduct Mock feedback survey and share results with Department
32	Creation of Media awareness plan in consultation with departments
33	Feedback awareness workshops to be conducted in Districts
34	Compilation of Feedback data received from concerned Departments.
35	Analysis of Feedback survey and provide recommendations for improvement
36	Share feedback data with DPIIT in a prescribed format
37	Coordinate and Support DPIIT for feedback data shared by concerned

	Departments
38	Development of Promotional Material for creating awareness for EODB
Conference / Seminars	
39	Represent state in various Industry forums, inter- government summits, workshops and conferences related to EODB
Deliverables	
40	Monthly & Quarterly Progress Reports

The Consultant shall undertake any other tasks that are necessary or incidental to accomplish the desired project objectives and are required to be stationed at MPIDC, Bhopal.

8 Deliverables and Payments

In consideration of the Services performed by the agency, the agency would be required to submit the monthly & quarterly progress reports and would be entitled for payments, as per the following payment schedule with the approval of MPIDC.

A committee of 6 persons would be nominated by the Managing Director MPIDC, which will comprise of three officials from MPIDC, 1 member from third party agency and 2 member from the Agency (Engagement Manager and Team leader). In the first week of every quarter, the committee will list down the tasks/activities to be accomplished in the given quarter through mutual consensus.

The payment of the particular quarter will be released on the basis of accomplishment of given tasks/activities to the agency and review & satisfaction thereof by the above committee.

Payment Schedule

S.no	Payment Schedule	% Payable of Fees
1	At the end of Quarter 1	12.5%
2	At the end of Quarter 2	12.5%
3	At the end of Quarter 3	12.5%
4	At the end of Quarter 4	12.5%
5	At the end of Quarter 5	12.5%
6	At the end of Quarter 6	12.5%
7	At the end of Quarter 7	12.5%
8	At the end of Quarter 8	12.5%

[Payment of 12.5% linked to quarterly progress report is to be released upon submission of quarterly progress report. Accepted change request (if any) would be paid on the same payment terms.]

Note:

- Any dispute regarding payments would be referred to MD MPIDC, who would take a decision in this regard. If not resolved at this level, then final decision will be taken by Principal Secretary, Department of Industrial Policy and Investment Promotion (DIPIP), which will be binding to both the parties.
- The payment as per above schedule shall be made based on Quarterly Progress Report upon submission of deliverables and invoice by the Agency.
- It is hereby clarified that the entire contract value shall be paid to the Agency after the expiry of the second anniversary of the contract and completion of the work.
- MPIDC may provide necessary information, as required for this assignment, to the selected Agency. However, the primary responsibility of collecting such information shall be of Agency only.
- The reports and deliverables are required to be submitted in both Hard copy and soft copy.
- Standard deduction shall be made as per rules.

Project Name: “SELECTION OF AGENCY FOR PROVIDING IMPLEMENTATION SUPPORT FOR STATE AND DISTRICT BUSINESS REFORM ACTION PLAN UNDER EASE OF DOING BUSINESS”

RFP No.:

Contract No. _____

Between

Madhya Pradesh Industrial Development Corporation Ltd. (MPIDC)

And

[Name of the Agency]

Dated: _____

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made on the [number] day of the month of [month], [year], between, MP Industrial Development Corporation Ltd. (hereinafter called the “MPIDC”) and [name of Agency] (hereinafter called the “Agency”).

WHEREAS

- (a) MPIDC vide its Request for Proposal (RFP) for providing services as defined in this Contract for SELECTION OF AGENCY FOR PROVIDING IMPLEMENTATION SUPPORT FOR STATE AND DISTRICT BUSINESS REFORM ACTION PLAN UNDER EASE OF DOING BUSINESS (hereinafter referred to as the Project)

(b) MPIDC has requested the Agency to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);

(c) The Agency, having represented to MPIDC that it has the required professional skills, expertise and technical resources, has agreed to provide the services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

- a. The General Provisions of Contract
- b. Commencement, Completion, Modification and Termination of Contract
- c. Appendices:

Appendix A: Terms of Reference

Appendix B: Key Personnel

Appendix C: Breakdown of Contract Price

1. General Provisions

1.1 Definitions

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

- a. “Applicable Guidelines” means the policies of the State and Government of India governing the selection and Contract award process as set forth in this RFP.
- b. “Applicable Law” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- c. “MPIDC” means MPIDC the implementing agency that signs the Contract for the Services with the Selected Agency.

- d. "Agency" means a legally-established professional consulting firm or entity selected by MPIDC to provide the Services under the signed Contract.
- e. "Contract" means the legally binding written agreement signed between MPIDC and the Agency and which includes all the attached documents listed in the Form of Contract (General Provision), Commencement, Completion, Modification and Termination of Contract (CONTRACT), and the Appendices).
- f. "Day" means a working day unless indicated otherwise.
- g. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 2.1.
- h. "Personnel" means, collectively, Key Personnel, Non-Key Personnel, or any other personnel of the Agency, Sub-Agency or JV member(s) assigned by the Agency to perform the Services or any part thereof under the Contract.
- i. "Government" means the government of MPIDC's state.
- j. "Party" means MPIDC or the Agency, as the case may be, and "Parties" means both of them.
- k. "Services" means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A
- l. "Third Party" means any person or entity other than the Government, MPIDC, the Agency.
- m. All terms and words not defined herein shall, unless the context otherwise requires have the meaning assigned to them in the RFP

1.2 Relationship between the Parties

1.2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between MPIDC and the Agency. The Agency, subject to this Contract, has complete charge of the Personnel, performing the services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.2.2 Rights and Obligations of MPIDC and the Agency shall be as set forth in the Contract, in particular:

1.2.2.1 The Agency shall carry out the services in accordance with the provisions of the Contract; and

1.2.2.2 MPIDC shall pay agreed fee to the Agency in accordance with the agreement.

1.2.3 If MPIDC needs to send any deployed resource on tour, the cost of such tour related to project, travel of any Personnel, with the prior approval of MD MPIDC, shall be borne by

MPIDC as per guidelines issued by of Finance Department, Govt. of MP, No: F 4-2/2016/niyam/4 dated 05.11.2016 considering Engagement Manager and Team Leader as Grade A officer (Grade pay 7600), Senior Project Consultant as Grade B officer (Grade pay 6600) and Support Consultant as Grade C officer (Grade pay 5400). Such expenses undertaken for the travel can be claimed directly at MPIDC outside the above quoted costs.

1.3Governing Law and Jurisdiction

This Contract shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Bhopal shall have exclusive jurisdiction over matters arising out of or relating to this Contract.

1.4Language

All notices required to be given by one Party to the other Party and all other communications; documentation and proceedings, which are in any way relevant to this Contract, shall be in writing and in English or Hindi language.

1.5Table of Contents and Headings

The table of contents, headings and sub-headings in this Contract is for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this agreement.

1.6Communications

1.6.1Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause 1.4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Contract.

1.6.2A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the Contract.

1.7Authorised Representatives

1.7.1Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by MPIDC or the Agency may be taken or executed by the officials specified in the Contract.

1.7.2MPIDC may from time to time designate one of its officials as MPIDC Representative unless otherwise notified MPIDC Representative shall be:

Managing Director
Madhya Pradesh Industrial Development Corporation Ltd.
(Government of Madhya Pradesh Undertaking)
16-A, Arera Hill, Jail Road
CEDMAP Building, Bhopal-462011
Madhya Pradesh (India)
Tel (91) 755-2575618
Fax (91) 755- 2559973
E-mail: arunpatel@mpidc.co.in
E-mail: pankajdubey@mpidc.co.in

1.7.3c The Agency may designate one of its employees as Consultant Representative unless otherwise notified. The Agency Representative shall be:

1.8 Taxes and Duties

Unless otherwise specified in the Contract the Agency shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and MPIDC shall perform such duties in regard to the education of such taxes as may be lawfully imposed on it.

1.9 Corrupt and Fraudulent Practices

The Agency is required to comply with policy regarding corrupt and fraudulent practices.

2. Commencement, Completion, Modification and Termination of the Contract

1.1 Effectiveness of Contract

2.1.1 This Contract shall come into force and effect on the date (the "Effective Date") of MPIDC's notice to the Agency instructing the Agency to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the Contract have been met.

2.1.2 **Time Frame:** The total time period of the project/ assignment shall be 24 months from the date of signing of the Contract with a provision for further extension of 24 months with 5% per annum escalation in Contract Value escalation.

2.2 Commencement of Services

2.2.1 The Agency shall place at MPIDC Bhopal all the personnel as per the requirement annexed to this Contract to perform/discharge Roles and Responsibilities described in the RFP and shall commence the services within 15 days from the Effective date.

2.2.2 MPIDC, if required, reserves the right to increase the number of 'Personnel' based on price discovery in this tender.

2.2.3 Extra resources, if required may be procured by the Client on additional payment as per the man-month rate defined in the financial quote of the agency.

2.3 Termination of Contract for Failure to Commence Services

If the Agency does not commence the services within the period specified in Contract above, MPIDC may, be not less than 22 days' notice to the Agency, terminate this Contract and in the event of such Termination, the Bid security as well as the Performance Security of the Agency shall stand forfeited.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.1 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the Contract.

2.5 Entire Contract

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or Contract not set forth herein.

2.6 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written Contract between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.7 Force Majeure

2.7.1 Definition

2.7.1.1 For the purposes of this Contract, "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, logouts or other industrial action are within the power of the party invoking Force Majeure to prevent) confiscation or any other action by Government agencies.

2.7.1.2 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 prevent, avoid or remove (have been expected to both a) take into account at the time of the conclusion of this Contract, and b) avoid or overcome in the carrying out of its obligations hereunder)

2.7.1.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.1.4 MPIDC will decide the eventuality of Force Majeure, which will be binding, on both the parties.

2.7.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable

precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be taken

2.7.3.1 A Party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfil its obligation hereunder with a minimum of delay

2.7.3.2 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.

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

2.7.4 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Agency 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 MD MPIDC. The Agency will have to provide proper justification and certificate from their auditors for such expenses on the format as may be decided by MD MPIDC.

2.7.5 Consultation

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

2.7.6 Suspension of Contract

MPIDC may, by written notice of suspension to the Agency, if the Agency shall be in breach of this Contract or shall fail to perform any of its obligations under the Contract, including the carrying out of the Services , provided that such notice or suspension (i) shall specify the

nature of the breach or failure and (ii) shall provide an opportunity to the Agency to remedy such breach of failure within a period not exceeding (30) days after receipt by the Agency of such notice of suspension. The Agency shall not be entitled to receive payment for the suspension period.

2.7.7 Termination of Contract

2.7.7.1 By MPIDC

MPIDC may, by not less than thirty (30) days written notice of termination, to the Agency such notice to be given after the occurrence of any of the events specified below:

2.7.7.1.1 The Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to clause 2.7.6 herein above, within thirty (30) days of receipt of such notice of suspension or within such further period as MPIDC may have successfully granted in writing.

2.7.7.1.2 The Agency becomes insolvent or bankrupt or enters into any Contract with its creditors.

2.7.7.1.3 for relief of debt or take advantage of any law for the benefit of debtors or goes into Liquidation or

2.7.7.1.4 receivership whether compulsory or voluntary

2.7.7.1.5 The Agency submits to MPIDC a statement which has a material effect on the rights, obligations or interests of MPIDC and which the Agency knows to be false.

2.7.7.2 By the Agency

The Agency may, by not less than thirty (30) days written notice to MPIDC, such notice to be given after the occurrence of any of the events specified in this Clause 2.7.7.2.1 and 2.7.7.2.2 terminate the Contract if:

2.7.7.2.1 MPIDC is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days of receipt of letter specifying such breach (or such longer period as the Agency may have subsequently agreed in writing).

2.7.7.2.2 MPIDC fails to comply with any final decision reached as a result of arbitration pursuant to Clause 3.7.6 hereof, if the same is not challenged under the provisions of the Arbitration and Conciliation Act, 1996.

2.7.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.7.7.1 and 2.7.7.2 hereof, or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or

expiration, (ii) the obligation of confidentiality set forth in Clause 3.1.5 hereof (iii) the Agency's obligation to permit inspection, copying and auditing of their accounts and records

2.7.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses

2.7.7.1 and 2.7.7.2 the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by MPIDC, the Agency shall proceed as provided by Clauses 3.1.7

2.7.7.5 Payment upon Termination

Upon termination of this Contract, MPIDC shall make the payment to the Agency after offsetting against these payments any amount that may be due from the Agency to MPIDC for the services rendered till the last date of working.

2.7.7.6 Disputes Resolution

2.7.7.6.1 Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or connection with this Contract or the interpretation thereof. In the event a dispute difference or claim arises in connection with the interpretation or implementation of this Contract, 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 the receipt of written notice, the matter will be referred for Arbitration.

2.7.7.6.2 Arbitration

In case the dispute is not resolved any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties. If there is no Contract among the parties on the name of the arbitrator, sole arbitrator within 30 days of issue of reference then the arbitral of processing will be conducted by a panel of three arbitrators, one arbitrator to be appointed by MPIDC and other appointed by Agency and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English or Hindi Language. Arbitration proceedings shall be conducted at Bhopal and following are agreed.

The arbitration award shall be final and binding on the Parties.

The arbitrators may award to the Party that substantially prevails on merit its costs and reasonable expenses including reasonable fees for counsel.

When any dispute is under arbitration except for matters under dispute the Parties shall continue to exercise their remaining respective rights and fulfil their respective obligations under this Contract.

3. Obligations of the Agency

3.1 General

3.1.1 Standards of Performance

The Agency shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to MPIDC, and shall at all times support and safeguard MPIDC's legitimate interests in any dealings with third parties.

3.1.2 Terms of Reference

Scope of works to be performed by the Agency is specified in the terms of reference (the "TOR") of this Contract. The Agency shall provide the deliverables specified there in conformity with the time schedule stated therein. MPIDC may extend the scope of work stated in the Contract by giving written notice to the Agency. The additional scope of work will be awarded at the rates specified in this Contract, subject to fair and reasonable adjustment to be mutually agreed between MPIDC and the Agency.

3.1.3 Applicable Law

The Agency shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that all personnel and agents of the Agency comply with the applicable laws.

3.1.4 Conflict of Interest

The Agency shall not receive any remuneration in connection with the assignment except as provided in this Contract. It should be the requirement of the assigned works that the Agency should provide professional, objective and impartial advice and at all times hold MPIDC interests' paramount without any consideration for future work, and that in providing advice they will avoid conflicts with other assignments and their own corporate interests.

3.1.5 Confidentiality

The Agency and its personnel shall not during the term of the Contract or thereafter disclose any proprietary information, including information relating to reports, data, drawings, design software or any 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 MPIDC to the Agency, and a personnel of Agency any information provided by or relating to MPIDC , its technology, technical processes , business affairs or finances or any information relating to MPIDC's employees, officers or other officials or other professionals or suppliers , customers , or contractors of MPIDC , and any other information which the Agency is under an obligation to keep confidential in relation to the project, the services or this Contract(" confidential information") without the prior written consent of MPIDC.

3.1.6 Liability of the Agency

3.1.6.1 The Agency's liability under this Contract shall be determined by the Applicable Laws and the provisions hereof

3.1.6.2 The Agency's liability towards MPIDC: The Agency shall, subject to the limitation to the extent of contract value, be liable to MPIDC for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it or any other reason whatsoever

3.1.6.3 The Parties hereto agree that in case of negligence or misconduct on the part of the Agency or on the part of any person or firm acting on behalf of the Agency in carrying out the Services, the Agency, with respect, to damage caused to MPIDC's property or resulting losses or damages suffered by MPIDC, shall be liable to compensate MPIDC for the loss/damages caused to it.

3.1.7 Documents/information prepared by the Agency to the property of MPIDC:

All reports / documents/ information and any other documents prepared by the Agency in performing the Services shall become and remain the property of MPIDC and the Agency, shall, not later than termination or expiration of this Contract, deliver all such documents to MPIDC, together with a detailed inventory thereof.

The Agency shall not later than termination or expiry of this Contract, hand over soft copies of all the deliverables of the assignment. Such soft copies/reports and outputs will be the sole property of the MPIDC and the Agency Staff shall treat all these information confidential and shall not share with any third party except on specific written instructions by MPIDC.

3.1.8 Core Team

Resource may be replaced only after 6 month of his/her deployment, if the person has resigned from the firm or met with circumstances outside the reasonable control of the firm including but not limited to death or medical incapacity. In such case, suitable replacement has to be provided with same/higher qualifications and experience (with the permission of MD MPIDC) . Resignation from the deployed team member should be immediately reported to the client (a copy of resignation letter should be submitted to the client within 10 days of resignation of the resource).

4 Payment to the Agency

In consideration of the Services performed by the agency, the agency would be required to submit the quarterly progress reports and would be entitled for payments, as per the following payment schedule with the approval of MPIDC.

A committee of 6 persons would be nominated by the Managing Director MPIDC, which will comprise of three officials from MPIDC, 1 member from third party agency and 2 member from the Agency (Engagement Manager and Team leader). In the first week of every quarter, the committee will list down the tasks/activities to be accomplished in the given quarter through mutual consensus.

The payment of the particular quarter will be released on the basis of accomplishment of given tasks/activities to the agency and review & satisfaction thereof by the above committee.

Payment Schedule

S.No.	Payment Schedule	% Payable of Fees
1	At the end of Quarter 1	12.5%
2	At the end of Quarter 2	12.5%
3	At the end of Quarter 3	12.5%
4	At the end of Quarter 4	12.5%
5	At the end of Quarter 5	12.5%
6	At the end of Quarter 6	12.5%
7	At the end of Quarter 7	12.5%
8	At the end of Quarter 8	12.5%

[Payment of 12.5% linked to quarterly progress report is to be released upon submission of quarterly progress report. Accepted change request (if any) would be paid on the same payment terms.]

Note:

- Any dispute regarding payments would be referred to MD MPIDC, who would take a decision in this regard. If not resolved at this level, then final decision will be taken by

Principal Secretary, Department of Industrial Policy and Investment Promotion (DIPIP), which will be binding to both the parties.

- The payment as per above schedule shall be made based on Quarterly Progress Report.
- It is hereby clarified that the entire contract value shall be paid to the Agency after the expiry of the second anniversary of the contract and completion of the work.
- MPIDC may provide necessary information, as required for this assignment, to the selected Agency. However, the primary responsibility of collecting such information shall be of Agency only.
- The reports and deliverables are required to be submitted in both Hard copy and soft copy.
- The above committee may recommend to deduct the amount of payment in particular quarter in case of incomplete or unsatisfactory delivery of services or delay in delivery of services. This provision shall apply to any additional cost arising out of increase in scope of work/deliverables or manpower.

5. Currency of Payment

Any payment under this Contract shall be made in Indian Rupees.

6. Severability

6.1 If at any time any provision of this Contract is or becomes illegal, invalid or unenforceable in any respect under the law of any Jurisdiction that shall not affect or impair.

7.1.1 The legality, validity or enforceability in that jurisdiction of any other provision of this Contract, or

7.1.2 The legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this Memorandum.

6.2 The Contract may be altered or modified by mutual consent of the Parties for purposes of safeguarding the proper implementation of the scope of work.

6.3 The parties agree to furnish/execute such further or any other documents/papers for giving fullest effect to the Scope of Work as may be required by MPIDC.

7. Other important Conditions

- I. Notwithstanding anything to the contrary, MPIDC may not recover from the Agency, in contract, indemnity or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.
- II. Notwithstanding anything to the contrary, the MPIDC may not recover from the Agency, in contract, indemnity or tort, under statute or otherwise, aggregate

damages more than the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.

III. The Agency may terminate this Agreement, or any Services, immediately upon written notice to the MPIDC if the Agency reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.

8. Jurisdiction of Courts

All disputes arising out of this Contract shall be subject to the jurisdiction of the Courts at Bhopal only.

9. Performance Security

The Agency shall furnish the Performance Security of an amount equal to 10% of cost of services/financial proposal by way of Bank Guarantee for the due performance of the Contract in the format of Performance Security

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

Signed, Sealed and Delivered Signed, Sealed and Delivered

For and on behalf of Agency For and on behalf of Agency
(Signature of Authorised Representative)(Signature of Authorised Representative)

Managing Director
Madhya Pradesh Industrial
Development Corporation
Ltd. .
(Government of Madhya
Pradesh Undertaking)
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pankajdubey@mpidc.co.in

Witnesses:

1. Signature:	
Name:	
Address:	

2. Signature:	
Name:	
Address:	

List of Annexure

- A. Description of Services/ ToR (As defined in section 7 of the RFP)
- B. Financial Proposal (Financial Proposal/ Allotment Letter of the winning Agency)
- C. Key Personnel Requirement (As defined in point 25 of section 5 i.e. Data Sheet of the RFP)

*** All conditions of RFP shall be considered to be integral part of the work order/Contract/Agreement.**