

**Madhya Pradesh Industrial Development Corporation Ltd.**

“MPIDC Ltd.” 21, Arera Hills, Bhopal



# **REQUEST FOR PROPOSAL**

**For**

**“Appointment of Principal Advisor / Consultant for proposed  
Greenfield Airport near Indore”**

**FOR**

**MPIDC, Bhopal**

(Government of Madhya Pradesh Undertaking)

**Issue Date: 30/11/2022**

**No. : MPIDC/Tech-RFP/2022/84**

M P Industrial Development Corporation Ltd.  
(Government of Madhya Pradesh Undertaking )  
"21, Arera Hills Bhopal - 462011, M.P(India)

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**Madhya Pradesh Industrial Development Corporation Ltd.**  
**21, Arera Hills, Bhopal**

**NIT No. 84**

**Date: 30-11-22**

**Detailed Notice Inviting Tender**

Proposals are invited on behalf of MD, MPIDC from interested consultants/ consulting agencies engaged in providing Consultancy services for the following work :-

**Name of Work:** Appointment of Principal Advisor / Consultant for proposed Greenfield Airport near Indore.

- |                                     |  |
|-------------------------------------|--|
| a) Tender Fees:                     | Rs. 11,800/- (inc. GST)  |
| b) Amount of Earnest Money Deposit: | Rs. 1,00,000/-   |
| c) Period of Contract:              | 24 months  |
| d) Performance Guarantee:           | 5% of sanctioned amount of contract<br>(for 24 month Amount)   |
| e) <b>Security Deposit:</b>         | 5% to be deducted from each running bill<br>and shall be released after 03 months of<br>successfully completion of Work. |

(Performance Security deposit shall be acceptable in the form of Bank Guarantee, Proforma of BG is attached as Annexure H)

- f) Important Dates for Tender process:
- i. Tender document Purchase: 07/12/22 to 26/12/22 before 05:00 PM
  - ii. Last Date of Bid submission: 26/12/22 upto 05:00 PM
  - iii. Date of Opening of Tender: 27/12/22 at 11:00 AM
  - iv. Tender will be opened as per key dates. If the office happens to be closed on the date of opening of the Bids as specified, the bids will be opened on next working day at the same time and venue.
- g) Not more than one Request for Proposal (hereafter called as RFP) shall be submitted by a consultant or by a firm of consultants.
- h) No two or more concerns in which an individual is interested as a Proprietor and/or Partner shall submit RFP for execution of the same work. If they do so, all such RFP documents shall be liable to be rejected.
- i) Tender will be opened on 27/12/22 at 11:00 AM in the presence of those participants or their authorized representatives who may choose to attend.
- j) Pre-bid Queries can be sent by mail on [techcell@mpidc.co.in](mailto:techcell@mpidc.co.in) till 13/12/22 upto 05:00 PM

**Chief Engineer**

## **DISCLAIMER**

The information contained in this Request for Pre-Qualification cum Request for Proposal document (hereinafter referred to as “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the **Managing Director, Madhya Pradesh Industrial Development Corporation Ltd.** (hereinafter referred to as “**MPIDC**”), (the “**Client**”) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the **MPIDC** in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the **MPIDC** its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The **MD, MPIDC** accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The **MPIDC** its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the information.

RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage.

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

The **MPIDC** may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the **MPIDC** is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for "Appointment of Principal Advisor / Consultant for proposed Greenfield Airport near Indore ", and MPIDC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the **MPIDC** or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the **MPIDC** shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

# **INTRODUCTION**

## **1.1 General**

The Project Developer, MPIDC ("the Client"), head office at "MPIDC Ltd." 21, Arera Hills Bhopal - 462011, M.P (India) intends to invite proposal for " Appointment of Principal Advisor / Consultant for proposed Greenfield Airport near Indore".

The MPIDC proposes to engage services of a competent professional agency/consulting organization/company/firm involved in Industrial Infrastructure and Cluster development activities as the Principal Advisor / Consultant. The Consultant will carry out appropriate studies and prepare necessary documents including detailed design and engineering and capacity building to support cluster development, leveraging assistance under the various Government of India Schemes.

### **Background**

M P Industrial Development Corporation Ltd., Bhopal was incorporated as a Public Limited Company on 16.11.1981 under the Companies Act 1956 as a wholly owned subsidiary of Madhya Pradesh State Industries development Corporation, Bhopal (MPSIDC), later on converted to subsidiary of Madhya Pradesh Industrial Development Corporation Limited (MPIDC). MPIDC is working as an apex organization for various industrial development and promotional activities in the State. The State Government has developed six Corporations for specialized industrial activities relating to promotion and development of industrial estates, basic infrastructure facilities and for the regular maintenance administration and management of such development.

The main objective of MPIDC is to provide quality infrastructure to industries and facilities for the common purpose which includes comfortable communication and conducive environment for operating their factories. For provision of good infrastructure for entrepreneurs of the area, to increase profitability of the Industry by providing quality infrastructure so that existing Industries can expand their operations and further investment can be attracted in the area, to increase the revenue in terms of exports and this is mainly in the announcement of Chief Minister of Govt. of Madhya Pradesh that the infrastructure of the industrial area will be upgraded very soon and for which MPIDC proposes to enter into an Agreement with the selected bidder, having the experience capability and financial soundness for " Appointment of Principal Advisor / Consultant for proposed Greenfield Airport near Indore".

The selected Consultant shall function as the Principal Advisor to MPIDC and would be expected to provide comprehensive handholding services through extension of its services for the work. The Consultant shall take into consideration the locational advantages and the industrial developments,. A modular approach should be followed so as to accommodate the possible changes.

### **Invitation to Consultant**

By means of this Request for proposal ("RFP"), MPIDC is pleased to invite bids for "Principal Advisor / Consultant for proposed Greenfield Airport near Indore".

Devi Ahilya Bai Holkar Airport, Indore is a customs airport that principally serves Indore and adjacent regions of Madhya Pradesh. It has an area of 750.11 acres. The existing Airport is being on the verge of saturation, thus the expansion of existing Devi Ahilya Bai Holkar Indore Airport by acquiring adjacent land parcels was examined. The proposed Greenfield Airport is situated near Indore and is aimed to meet the future requirement of increasing air passenger traffic and logistics services.

## 1.2 Schedule of Bidding Process

MPIDC would endeavor to adhere to the following schedule during the Bidding Process:

Sr. No	Work Department Stage	Bidder's Stage	Start		Expiry	
			Date	Time	Date	Time
1		Release/ Purchase of tender	07/12/22	11:00 AM	26/12/22	05:00 PM
2		Bid submission -	20/12/22	11:00 AM	26/12/22	05:00 PM
3	Tender opening		27/12/22	11:00 AM	-	-
6	Prebid Queries (via mail)		07/12/22	11:00 AM	13/12/22	05:00 PM

## **2.0 INSTRUCTIONS TO THE CONSULTANTS**

### **2.1 General Terms of Bidding**

**2.1.1** Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP cum RFQ. The term applicant/ bidder (**the “Applicant”**) means the Sole Firm. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

**2.1.2** The Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Client through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Client’s decisions are without any right of appeal whatsoever. An applicant is eligible to submit **only one Bid** for entire assignment.

**2.1.3** Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.

**2.1.4** The Bidder should submit a **Power of Attorney** as per the format at **Appendix C-1**, authorizing the signatory of the Bid.

**2.1.5** The Financial Bid should be furnished in the format at **Appendix D** clearly indicating the bid amount (as per requirement of RFP document) in both figures and words, in Indian Rupees, and signed by the Bidder’s authorized signatory. In the event of any difference between figures and words, the lower value will be considered for financial evaluation.

**2.1.6** Bids submitted with any condition or additional stipulation shall render the Bid liable to rejection as a non-responsive Bid.

**2.1.7** The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

**2.1.8** The Bidding Documents including this RFP and all attached documents are and shall remain the property of the MPIDC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The MPIDC will not return any Bid or any information provided along therewith.

**2.1.9** Bidder shall not have a conflict of interest (the **“Conflict of Interest”**) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the MPIDC shall forfeit and appropriate the Bid Security or Performance Security, as the case may be. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- i) such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other



ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 1% of its paid up and subscribed capital; or

- ii) a constituent of such Bidder is also a constituent of another Bidder; or
- iii) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
- iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Bid of either or each of the other Bidder.

Consultants (including any of its constituents and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment (ii) the selection process for such assignment or (iii) 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.

**2.1.10** Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the MPIDC in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Contract Agreement. In the event any such adviser is engaged by the Selected Bidder, after issue of the LOA or execution of the Contract Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract Agreement and without prejudice to any other right or remedy of the MPIDC including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, the LOA or the Contract Agreement, as the case may be, shall be liable to be terminated without the MPIDC being liable in any manner whatsoever to the Selected Bidder for the same.

**2.1.11** This RFP is not transferrable.

## **2.2 Consortium**

Consortium or Joint Venture is not allowed.

## **2.3 Cost of Bidding**

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The MPIDC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process. In the event of any contradiction between the details furnished in this RFP and the same obtained through Bidders' own means, the data provided in RFP will prevail.

## **2.4 Bid Processing Fees (Cost of RFP Document)**

The consultants would be required to pay **Rs. 11,800/- inc GST** (Rs. Eleven Thousand Eight Hundred only ) as tender document fee in the form of DD in favour of MD, MPIDC Ltd, Bhopal . **The Tender document fee is non- refundable.**

## **2.5 Site visit and verification of Information**

**2.5.1** Bidders are advised to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, existing infrastructure facilities, location, surroundings, climate, and availability of essential infrastructure (i.e. Land, Power, water, waste water etc.), Development Plan proposals, access to site, weather data, applicable laws and regulations, and any other matter considered relevant by them.

**2.5.2** However, it shall be deemed that by submitting a Bid, the Bidder has:

- a) Made a complete and careful examination of the Bidding Documents;
- b) Received all relevant information requested from the MPIDC
- c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the MPIDC relating to any of the matters referred to this RFP;
- d) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the MPIDC, or a ground for termination of the Contract Agreement.
- e) Acknowledged and agreed that MPIDC shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the MPIDC.

## **2.6 Right to accept and to reject any or all Bids**

**2.6.1** Notwithstanding anything contained in this RFP, the MPIDC reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

**2.6.2** The Client reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, that the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith; if the Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the MPIDC to the Bidder, without the MPIDC being

liable in any manner whatsoever to the Bidder. In such an event, the MPIDC shall forfeit and appropriate the Bid Security or Performance Security, as the case may be without prejudice to any other right or remedy that may be available to the MPIDC.

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

## **2.7 Pre-Bid Queries**

**2.7.1** Pre-Bid Queries can be sent by mail on [techcell@mpidc.co.in](mailto:techcell@mpidc.co.in) till 13/12/22 upto 05:00 PM.

**2.7.2** Reply of Pre-Bid Queries, will be uploaded on Website.

## **2.8 Clarifications and Amendment of RFP**

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

**2.8.2** The MPIDC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the MPIDC in written shall be deemed to be part of the Bidding Documents.

**2.8.3** At any time prior to the deadline for submission of Bids, the MPIDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify this RFP by the issuance of Addenda.

**2.8.4** Any Addendum thus issued will be published on website <https://invest.mp.gov.in> only by MPIDC.

**2.8.5** In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the MPIDC may, at its own discretion, extend the Bid Due Date after considering the time required by Bidders to address such amendment.

## **2.9 Preparation and Submission of Proposals**

**2.9.1** The bids shall be prepared in two parts, Part 1(Envelope A and Envelope B). Also Part 2 (Envelope C) will contain Financial Bid only. The Bidder shall provide all the information sought under this RFP within the specific envelopes. The MPIDC will evaluate only those Bids that are received in the required formats and complete in all respects.

## **2.10 Submission of Bid**

**2.10.1.1** The Part 1 of the bid shall comprise of Envelope A and Envelope B (as given in RFP), Part 2(Envelop C) of the bid shall contain Financial proposal. The Proposal shall be submitted in a sealed envelop. Further all the envelopes A, B and C shall be sealed individually.

**2.10.1.2 Envelope A** shall contain following documents:

1. Tender Document fee in the form of Demand Draft in favour of MD, MPIDC Ltd.

## 2. GST Registration and PAN No.

Failure to submit the above documents shall result in rejection of bid completely, and envelope B and financial bid shall not be opened of such bidders.

### 2.11 Envelope B shall contain following documents:

1. Earnest Money Deposit (EMD) of Rs 1,00,000/- in the form of FD/BG/DD in favour of MD, MPIDC Ltd valid for a period of 06 months and extendable if required.
2. Cover Letter as per Appendix A1.
3. Power of Attorney if applicable as per Appendix C1.
4. Detail of bidder as per Appendix A2.
5. Details of experience as per eligibility criteria with experience certificates as specified in Clause 2.37.
6. Appendix J: Declaration regarding Non- Blacklisting.
7. Any other relevant document in support of Technical Evaluation.

**2.12** After checking of Contents of Envelope A, only then Envelope B shall be opened. If the documents are not attached in the respective envelope as instructed above, MPIDC assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

**2.13** Envelop C shall contain the **Financial Proposal [as per Appendix D]**. The financial proposal (Envelop C) of the Bidder shall be the lump sum fee which the bidder proposed to charge for undertaking the assignment. The financial proposal (Envelop C) is inclusive of all the out of pocket expenses incurred by the bidder towards travel, documentation & communication. The financial proposal (Envelop C) shall not include GST, which shall be payable extra by MPIDC, Ltd. Bhopal. (Service recipient, as per the current norms).

**2.14** If need be the extra documents can be demanded for clarification.

### 2.15 Address of Communication

Any communication shall be addressed to:

#### **Attention of:**

**Managing Director**

**"MPIDC Ltd." 21, Arera Hills Bhopal - 462011, M.P (India)**

**E-mail: [techcell@mpidc.co.in](mailto:techcell@mpidc.co.in)**

### 2.16 Bid Due Date

**2.16.1** The Tender bids should may be submitted physically or by Speed Post/Courier to Office of Chief Engineer, MPIDC ltd Bhopal, on or before 26/12/2022 up to **05:00 PM**.

The client may, in exceptional circumstances, and at its sole discretion, extend the Application Due Date by issuing Addendum in accordance with **Clause 2.8.5**, uniformly for all Applicants, and the same shall be published on website **<https://invest.mp.gov.in>**

### 2.17 Validity of Bids

**2.17.1** The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Client.

## **2.18 Confidentiality**

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

## **2.19 Confirmation of Receipt**

## **2.20 Correspondence with the Bidder**

**2.20.1** The Client shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

## **2.21 Bid Security (EMD)**

**2.21.1** The Bidder shall deposit as part of its bid a Bid Security of **Rs. 1,00,000/- (Rupees One Lakh only)** as specified in clause 2.1.

**2.21.2** Proposals not accompanied by EMD/Bid security shall be rejected outright as incomplete bid.

**2.21.3** No interest shall be payable by MPIDC for the sum deposited as Bid Security deposit.

**2.21.4** The EMD/Bid Security of the unsuccessful bidders would be returned back. The Bid Security of the successful bidder would be returned after submission of Performance Bank Guarantee and signing of agreement.

**2.21.5** EMD/Bid Security shall be forfeited by MPIDC in the following circumstances:

- i) at any time, a material misrepresentation is made or uncovered, or
- ii) If the bid is withdrawn during the bid validity period or any extension thereof.
- iii) If the offer is modified or varied in a manner not acceptable to MPIDC after opening of the proposals during the bid validity period or any extension thereof.
- iv) If the success full bidder fails to execute the agreement within the stipulated time or any extension thereof provided by MPIDC.

**2.21.6** The MPIDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to this RFP or the Bidding Documents. Failure of the MPIDC to undertake such verification shall not

relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the MPIDC

**2.22** The Successful Bidder is required to enter into a Consultancy Agreement with MPIDC and the draft of the same is set out in **Appendix G**. The fees shall be paid to the Successful Bidder by MPIDC in the manner as set out in **Clause 2** of the Draft Consultancy Agreement.

**2.23** MPIDC intends to adopt a single stage bidding process for selection of Consultant for the Assignment. The scope of services is set out in **Section 3**.

**2.24** The Proposals received from eligible Consultants shall be evaluated on the basis of the criteria set out in this RFP document. Each Bidder shall submit a maximum of one (1) Proposal for the Assignment, in response to this RFP document. Any Bidder who submits more than one Proposal for the Assignment shall be disqualified.

**2.25 Opening of Proposals and Clarifications**

**2.25.1** MPIDC would First Open Envelope A On Due Date of Schedule of Bidding Process for the purpose of evaluation. **Envelope A shall be opened first** and its contents shall be verified with the requirement of documents in envelope A, if Envelope A contains all the required documents the bid shall be considered responsive, failing to attach the documents in Envelope A, the bid shall be declared nonresponsive and thereafter Envelope B of responsive bidders only shall be opened.

**2.25.2** After opening of Envelope B its contents shall be verified with the requirement of documents in envelope B, if Envelope B contains all the required documents the bid shall be considered responsive, failing to attach the documents in Envelope B, the bid shall be declared nonresponsive and thereafter Envelope C of responsive bidders only shall be opened.

**2.25.3** Financial evaluation of technically qualified bidders shall be done.

**2.25.4 The Part II Envelope -C (Financial bid) of the shortlisted and qualified Bidders shall be opened.**

**2.25.5** MPIDC reserves the right to reject any Proposal not submitted on time and which does not contain the information/documents as set out in this RFP document.

**2.25.6** To facilitate evaluation of Proposals, MPIDC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

**2.25.7** MPIDC reserves the right to reject any Proposal, if:

- a. At any time, a material misrepresentation is made or discovered; or
- b. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

**2.26 In the event of acceptance of the Proposal of the Preferred Bidder with or**

**without negotiations, MPIDC shall declare the Preferred Bidder as the Successful Bidder. MPIDC will notify the Successful Bidder through a Letter of Acceptance (LOA) that its Proposal has been accepted.**

- 2.27** The successful Bidder shall be signing the agreement to execute the scope of works.
- 2.28** The Successful Bidder(s) shall execute the Consultancy Agreement for within 10 days of the issue of LOA or within such further time as MPIDC (Bhopal) Limited may agree to in its sole discretion.
- 2.29** NA
- 2.30 Penalty for Delay**

The compensation shall be levied on the consultant at the rate of 0.25% permonth of delay limited to a maximum 10% of the total consultant fees, apart from above penalty for any negligence in quality of work shall be levied on the consultant to additional 10% of total consultant fee.

### **2.30.1 Limited Liabilities**

To the maximum extent permitted by law:

- a) subject to b and c below, the consultants total liability to the client under this agreement (including the performance or non-performance of the consultant's services), whether under the law of contract, in tort, in equity, under statute or otherwise, is limited to the amount specified in 2.30 ;
  - b) The consultant has no liability to the client in respect of any indirect, consequential or special losses, (including loss of profit, loss of business opportunity and payment of liquidated sums or damages under any Other agreement);
  - c) The consultant has no liability in respect of the consultant's services after the expiration of 01 year from the completion of the consultant's services,
- 2.31** Failure of the Successful Bidder to comply with the requirements set out in this document shall constitute sufficient grounds for the annulment of the LOA and forfeiture of the EMD. In such an event, MPIDC reserves the right to
- a. either invite the next best Bidder for negotiations, Or
  - b. Take any such measures as may be deemed fit in the sole discretion of MPIDC, including annulment of the bidding process.
- 2.32** Notwithstanding anything contained in this RFP, MPIDC reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.
- 2.33** The bidder should have in-house technical capabilities/expertise of planning, architecture, civil/electrical/environmental engineering, site co-ordination and project management. If the client instructs to do so, the successful bidder would establish an office in Bhopal with sufficient staff & infrastructure to ensure smooth co-ordination and timely completion of the assignment.
- 2.34** The successful bidder will guide and help and prepare respective document the client in getting LOA/grants under prevailing schemes of state/central govt. as well as

international funding agencies.

**2.35** The selected consultant shall function as a principle advisor to MPIDC and his scope would be extended to provide comprehensive hand holding services, throughout the process through extension of its services for suggesting and assisting under various Central/State Govt. schemes/policies approvals. The consultant shall take in to consideration the location advantages of the site and industrial developments surrounding to the areas.

**2.36** In addition to above it will be the responsibility of the consultant to get the project approved under various applicable schemes of central/ state government. Necessary presentations, feedback related to the project, salient features of the project, planning, drawings and designs supported with realistic data's and other related information's and their management shall be in the scope of the consultant.

### **2.37 Eligibility Criteria for the Consultant**

Following eligibility criteria is required to be fulfilled (Experience certificate to be attached issued by any Govt. / Semi Govt. / Govt. owned corporation, Government of India Undertaking / any renowned Private Airport Operator etc.):

1. The Consultant should have worked in the position of CXO or Head for at least 05 years.
2. The Consultant should have a minimum of 25 years of experience in Aviation out of which minimum 15 years of Airport Operations Experience is mandatory.
3. The Consultant should be an expert in Airside operations with hands-on experience in execution of Airside Projects for at least one mid size Airport.
4. The Consultant should have served at least two major mid size airports at senior positions having more than 20 million passenger traffic per annum.
5. The Consultant should have sound knowledge of the entire aviation ecosystem and should be able to identify and suggest to the department various aviation activities which can be established based on futuristic demand projections of all these individual activities.
6. The Consultant should be qualified in the field of Aviation Safety.
7. The Consultant should be able to suggest and supervise and monitor the performance/ expected delivery of all the associated vendors who shall be hired from time to time for the purpose of setting up the Airport.
8. The Consultant should be qualified in Aviation Management. An AMPAP degree will be an added advantage.

### **2.38 Evaluation Methodology**

**2.38.1** The Financial Proposals of the lowest bidder shall be considered for approval.

**2.38.2 The Bidder obtaining the Lowest Financial Bid would be declared as the successful bidder.**

### **2.39 Performance Guarantee-**

The Successful Bidder(s) shall furnish a Performance Security equivalent to **5% of the Agreement** Amount in the form of Bank Guarantee as per the format provided at **Appendix H**.

The above performance security can be liquidated by the authority i.e. MPIDC,



stating that the amount claim is due by any of loss or damage cost to or suffered the authority by reason of any breach of any terms or conditions confined in the said agreement or by reasons of consultant failure to perform the said agreement. The decision of Managing Director, MPIDC, shall be final and binding in this regard. The minimum validity period of Bank Guarantee should be **three years (03)** which can be further extended if requirement.

### **3. Terms of Reference (Scope of Work)**

#### **3.1 Scope of Services**

The Agency shall perform all works as a Principal Advisor / Consultant for proposed Greenfield Airport near Indore.

The Scope of Work shall include the following:

- a. Help the Government in preparation of the roadmap along with timelines for the new Airport project.
- b. Identify all the critical jobs/ clearances which will require external consultant.
- c. Advice in shortlisting various agencies for different project related requirements and preparation of relevant bid documents.
- d. Advice in designing their deliverables post Government approval.
- e. Monitor and track their deliverable and ensure desired outcome.
- f. Ensure all regulatory approvals are obtained on time.
- g. Liaison closely with the Airports Authority of India for all work related to the Airport.
- h. As and when required, preferably on a fortnightly basis, prepare and submit brief on work progress.
- i. Assisting the Government in organizing investor meet/ round table discussion with relevant investor/ Industry player.
- j. Apart from the new Airport project, come up with a plan for rejuvenating some of the closed airfields for connecting tourist traffic.
- k. Explore possibility of setting up of aviation related manufacturing units across the State of Madhya Pradesh.
- l. Evaluate all the aviation proposal of the State Government and assist in execution of the same.
- m. Supervise and ensure successful and timely completion of all Preparatory activities required for obtaining various clearances from relevant GOI Ministries and preparation of concession document. This will include but will not be limited to:
  - (a) Getting Obstacle survey mapping completed,
  - (b) Get preliminary master planning done both for the airport as well as city side land use
  - (c) get initial capacity planning and traffic forecast done for the next 20 years
  - (d) Work closely with the relevant department of the State Government for getting the required Urban Transportation connectivity and its interfacing location with the proposed Airport,
  - (e ) Any other requirement as deemed necessary for the purpose of getting the necessary clearance/ approval from GOI.
- n. Preparation of various Bid Documents and Bid Processes as mentioned in deliverables.
- o. Supervise in the Preparation of Concession Agreement required to be signed between the State Government and the successful bidder in consultation with the State Government.
- o. Getting clearances of all required necessary regulatory bodies.
- p. Hand hold the successful bidder to get all the clearances and sign off of all Concession agreements like CNS-ATM, Immigration, Custom, Health etc.

Any additional scope of work and/or extension of time shall be mutually agreed between the Consultant and the Client. All tasks will be monitored by the MD MPIDC, (Hereinafter called as Authority) and will be considered complete after the consultant has obtained the Authority's approval.

### 3.2 Schedule of Deliverables

The consultant shall adhere to strict timelines for preparation of the various deliverables and shall follow the following schedule:-

S no.	Deliverable	Data contents and specifications	Timeline
1	Phase 1: Submission of Pre Feasibility Report	Shall include: 1. Obstacle survey mapping 2. Overlap with Urban Transportation system 3. Realistic traffic forecast 4. Get Socio Economic Survey done for the land to be acquired with human dwelling 5. Environment Clearance	05 months
2 a b	Phase 2: Approval of Pre-Feasibility Report (PFR) Approval of Site Clearance	-Approval of Report from various Ministries of Govt. of India including MOD  -From Steering Committee	03 months
3	Phase 3: After approval of PFR, Finalization of Agency for preliminary Masterplan preparation along with basic architectural drawings	Preparation of Bid Document for Master planning agency, Floating the bid and getting the agency on board.	04 months
4	Phase 4: Approval of Masterplan and clearances with various departments of State Government	Get the sign off from the competent authority in the State Government and submit the same to GOI and obtain clearance	03 months
5	Phase 5: Preparation of bid document for drafting Concession agreement and getting the approval for floating the bid.	Preparation of concession agreement and obtain clearance. Float Tender document Organize site visit for prospective bidders and organize pre-bid meetings, Tender opening formality and declaration of Successful bidder	05 months
6	Phase 6: Handholding the	Conduct series of meeting with	04

	<p><b>Successful bidder and get the further roadmap prepared and get the consent of the State Government.</b></p>	<p><b>the selected bidder. Get them familiarized with various interfacing department of the State Government and GOI. Get the selected bidder submit the road map for future activities and get the same signed off with the Competent Authority of the State Government.</b></p>	<p><b>months</b></p>
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**3.3 NA**

**3.4 Schedule of Payment against Deliverable (As per Appendix G- consultancy agreement).**

**3.5 Custody and Property of Drawings/ Reports/ Data etc.**

Original drawings/Maps/Reports/data/charts/photocopies of classified documents such as topo-sheets etc., and all other documents received from the client, shall be the property of the client and remain in the custody of the Consultant during the period of assignment only and shall be used exclusively in connection with the Services and shall not be made use of for any other purpose. These shall be carefully preserved by the Consultant till the completion of the job and shall be handed over to the client on preparation of final report or on termination of the contract.

**3.6 Assistance of MPIDC**

- MPIDC shall assist in collecting all existing information & all available engineering & other data of the proposed project from concerned government agency.

**3.7 At any Stage MPIDC may close the work (restrain the agreement) on giving 02 months' notice. The consultant shall be paid the retainer's fee up to the obligation of the notice period. Consultant will have no claim for remaining work payment.**

## **4.0 Evaluation of Bids**

**4.1 Opening of Bids**

**4.1.1** The proposals shall be opened as per **Clause 4.2 to 4.6** of this document. If possible consultant may depute their representative to be present at the time of opening of proposals.

**4.2 Test of Responsiveness**

**4.2.1** Prior to evaluation of Bids, the Client shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- a. The Envelope A is received as per the requirement of **Clause 2.10.1**.
- b. It is received by the Bid Due Date including any extension there of pursuant to

**Clause 2.16;**

- c. it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- d. it does not contain any condition;
- e. It has documents attached as per tender conditions and
- f. It is not non-responsive in terms hereof.
- g. The sole bidder has not participated either as another sole bidder.

**4.2.2** The Client reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Client in respect of such Bid.

**4.3 Evaluation Process**

**4.3.1** The proposals shall be evaluated as per the parameters set below and ranked accordingly.

- 1. At the beginning of Evaluation process, the documents of the bidders shall be checked to evaluate whether the Applicant meets the prescribed requirements of RFP.
- 2. Envelop A B and C shall be opened one by one after careful evaluation of each envelop.

**4.4 NA**

**4.4.1 NA**

**Financial Evaluation**

**4.4.2** The price bids of only those bidders whose Env A and Env B are found in order would be opened for further consideration. The consultant having the lowest Financial Bid shall be selected as successful bidder.

**4.5 Lowest Financial Bid**

**4.5.1** Financial proposals would be opened for qualified bidders.

**4.5.2** The proposal having the lowest Financial Bid shall be selected as the successful bidder.

**4.5.3** The detailed contents of Proposal will be subsequently reviewed by the Client. During the examination of Proposals, the Client's staff and any others involved in the evaluation process will not be permitted to seek clarification or additional information from any Consultant who has submitted a Proposal.

**4.5.4** Financial Proposals will be checked for computational errors, and prices will be corrected and adjusted as necessary.

**4.5.5** The Client reserves the right to reject, at its sole discretion, any or all evaluated Financial Proposals and if necessary, calls for submission of new Financial Proposals.

**4.6 Contacts during Bid Evaluation**

**4.6.1** Bids shall be deemed to be under consideration immediately after they are opened and until such time the Client makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Client and/ or their employees/ representatives on matters related to the Bids under

consideration.

#### **4.7 Negotiations**

**4.7.1** MPIDC reserves the right to carry out Financial negotiations (if required).

**4.7.2** Further Negotiations with the selected Consultant(s) will be squarely limited to the Time Schedule for Professional Personnel, Activity (Work) Schedule and improvements in ToR.

**4.7.3** After successful negotiations with the selected bidder(s), MPIDC shall issue Letter of Award (LOA) for carrying out the assignment.

**4.7.4** No information on the evaluation of consultants' proposal will be disclosed to any person other than those directly concerned with the selection process. ***Any consultant who tries to influence the evaluation, will be liable to be rejected.***

#### **4.8 Award of Contract**

The Client shall award the contract to the selected Lowest Financial Bidder.

### **5.0 Fraud and Corrupt Practices**

**5.1** The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Client shall reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process and such Applicant shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date so determined.

**5.2** For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process;
- b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **6.0 Miscellaneous**

- 6.1** The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Madhya Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2** It shall be deemed that by submitting the Application, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally and fully from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith.

**Covering Letter**  
**(On the Letterhead of the Bidder)**

Date:

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Ref:** The MPIDC invites sealed Proposals for Appointment of Principal Advisor / Consultant for proposed Greenfield Airport near Indore.

Dear Sir,

Being duly Authorized to represent and act on behalf of ..... (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of \_\_\_\_\_ (*Name of Bidder*) for the captioned Project, with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of 120 days from \_\_\_\_\_ (*insert Proposal Due Date*).

***We also hereby agree and undertake as under:***

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP document provided to us.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,

For and on behalf of (*Name of Bidder*)

*Duly signed by the Authorized Signatory of the Bidder*

**(Name, Title and Address of the Authorized Signatory)**



**Details of Bidder**  
***(On the Letter Head of the Bidder)***

1.
    - (a) Name of Bidder
    - (b) Address of the office(s)
    - (c) Date of incorporation and/or commencement of business
  
  2. Details of individual(s) who will serve as the point of contact / communication for MPIDC with the Bidder:
    - (a) Name :
    - (b) Designation :
    - (c) Company/Firm :
    - (d) Address :
    - (e) Telephone number :
    - (f) E-mail address :
    - (g) Fax number :
    - (h) Mobile number :
- Attach a copy of GST Registration in Envelope A

**Format for Pre-Qualification Proposal  
(Average Annual Turnover from consultancy services)**

<b>Sr.</b>	<b>Financial years</b>	<b>Average Annual turnover (INR)</b>
1.	2016-2017	
2.	2017-2018	
3.	2018-2019	
	<b>Average for three years</b> [indicate sum of above divided by 3]	

**NOT APPLICABLE**

This is to certify that [name of company] [registered address] has received the payments shown above against the respective years from **consultancy services**.

**Name of Authorized Signatory:**

**Designation:**

**Name of firm:**

**Signature of Authorized Signatory:**

**Seal of Audit firm:**

**Note:**

- In case the Consultant does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.

**POWER OF ATTORNEY**  
**(On Stamp paper of relevant value)**

Know all men by these presents, we..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of.....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for "Appointment of Principal Advisor / Consultant for proposed Greenfield Airport near Indore.

including signing and submission of all documents and providing information/responses to MD, MPIDC in all matters in connection with our Proposal for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the \_\_\_\_\_ Day of \_\_\_\_\_ 2022

For \_\_\_\_\_

(Name and designation of the person(s)  
signing on behalf of the Bidder)

Accepted

\_\_\_\_\_ Signature) (Name,  
Title and Address of the Attorney)

Date: .....

*Note:*

1. *To executed only if the Bidder is a Company or Partnership firm*
2. *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 common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.*
3. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

**Format for Financial Proposal**

**[to be filled separately in Separate sealed Envelope only (Envelop C)]**

Having gone through this RFP document and Draft Consultancy Agreement and having fully understood the scope of work for the Project as set out in this RFP document; we are pleased to quote the following fees for the Assignment:

S.No.	Item	Unit	Amount in Figures	Amount in Words
	Monthly Retainership fees for Appointment of Principal Advisor / Consultant for proposed Greenfield Airport near Indore.	Per month		

Note:

1. Apart from the monthly retainers' fees, MPIDC will bear all the travel and lodging expense including local transportation on actuals.
2. The Financial Proposal shall not include GST which shall be payable extra by MPIDC (service recipient part only, as per the current norms).
3. In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.

Signature of Authorized Signatory of the Bidder

**(Name, Title and Address of the Authorized Signatory)**

**Curriculum Vitae (CV) for Proposed Personnel (with one page of summary of experience)**

1.	Proposed position	[ whether Key Personnel, Core Management Personnel or Other Professional Personnel]		
2.	Name of firm			
3.	Name of staff	[First] [Middle] [Surname]		
4.	Date of birth	[Day / Month / Year]		
5.	Nationality			
6.	Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]		
7.	Experience [Starting with present position, list in reverse order	Name of Organization	Position held	Duration
				YYYY to present
Signature		Signature		
Date: [dd/mm/yyyy]		Date: [dd/mm/yyyy]		
Name of staff member:		Name of Authorized Signatory:		

Not Applicable

**CHECK LIST OF DOCUMENTS TO BE SUBMITTED**

<b>Sr. No.</b>	<b>Details</b>
1.	Tender document fee of Rs. 11,800/- (inc. G.S.T.)
2.	Earnest Money Deposit of Rs. 1,00,000/-
3.	Copy of PAN and GST of the Firm/Organization
4.	Power of Attorney authorizing the signatory to sign the said proposal as per Appendix C1
5.	Covering letter and details of bidder as per Appendix A1 and A2
6.	Details of experience as required in the Eligibility criteria
7.	Financial offer of the Applicant as per Appendix D
8.	Declaration regarding non blacklisting as per Appendix J
9.	Any other supporting document for Technical Evaluation

**Draft Consultancy Agreement**

THIS AGREEMENT ("Consultancy Agreement") is made on the \_\_\_day of\_\_\_, 2022 at Bhopal.

BETWEEN:

MPIDC, Government of Madhya Pradesh Undertaking, constituted under the companies Act. 1956, (hereinafter referred to as "MPIDC") which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part

AND

\_\_\_\_\_ *hereinafter referred to as the Firm*, a company in corporate under the provisions of the Companies Act, 1956<sup>1</sup> and having its registered office at

\_\_\_\_\_ (hereinafter referred to as the "Consultant") which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the Other Part

MPIDC and the Consultant are collectively referred to as 'Parties' and individually as "Party".

WHEREAS:

MPIDC intends to appoint "Appointment of Principal Advisor / Consultant for proposed Greenfield Airport near Indore".

" as per the Terms Of Reference of the tender document.

- A. MPIDC invited detailed proposals from Consultants by invitations.
- B. In response thereto proposals were received from several persons including the Consultant. After evaluating them, the Proposal submitted by the Consultant has been accepted and Letter of Acceptance No. \_\_\_ dated \_\_\_ was issued.

The Consultant covenants to undertake the Assignment as set forth in the Terms of Reference (hereinafter referred to as "the Services") and to perform, fulfill, comply with and observe all and singular provisions, conditions and requirements of this Agreement.

- D. In consideration thereof, MPIDC will pay to the Consultant fee (hereinafter referred to as "the Fee") and more particularly described in Clause 2 and will perform, fulfill, comply with and observe all singular provisions, conditions and requirements to the Agreement.
- E. The signing of this agreement shall mean start of works.

NOW, THEREFORE, in view of the foregoing and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

**1. RELATIONSHIP BETWEEN THE PARTIES**

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between MPIDC and the Consultant. The Consultant, subject to this Agreement, has complete charge of personnel performing the Services and shall be fully responsible for the Services performed by it or on its behalf hereunder. The Agreement shall commence on the date it is executed by the Parties. All the provisions and terms and conditions of the RFP documents shall be part of this agreement and shall be

binding on both the parties.

## **2. TIME SCHEDULE AND PAYMENT OF FEES**

- 2.1 The time schedule shall be as per clause 3.2 of the Terms of Reference.
- 2.2 The Payment invoice should be submitted with a Report containing the details of the services executed by the consultant.
- 2.3 Payment of the Services shall be made on a monthly basis after satisfactory performance of the Consultant as per the approval of the authority as per the defined Schedule of Deliverables.
- 2.4 The Consultancy Fee is inclusive of all out pocket expenses incurred by the Consultant towards travel, documentation and communication. The Consultancy Fee shall not include GST, which shall be payable extra by MPIDC (service recipient part only, as per the current norms).
- 2.5 In case of additional payment in the extended time period i.e. beyond the 24 months schedule time period shall be paid as per the rate mentioned above and the key persons shall be deputed as an when required on quorate basis.
- 2.6 Upon approval of deliverable by MPIDC/external agency appointed by MPIDC, the Consultant shall raise an invoice against MPIDC.

## **3. TERMINATION OF THE AGREEMENT**

This Agreement shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier as per the Clause (i), (ii) & (iii) below:

- i The Agreement may be terminated if any Party is in breach of any of its obligations under the Agreement and the breach has not been remedied within fourteen (14) days (or longer period as the notifying Party may allow) of the intimation to the Party in breach requiring the breach to be remedied.
- ii If MPIDC terminates the Agreement as a result of a default of the Consultant, the Consultant shall be liable for the extra costs reasonably incurred by MPIDC in obtaining completion of that part of the Services which remained incomplete as at the date of termination.
- iii If MPIDC terminates the agreement, not as a result of any default by the Consultant, then MPIDC shall compensate the Consultant for the Services performed till the date of notice of termination.

The communication of termination of this Agreement shall be by means of written notice ("Termination Notice")

## **4. RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT**

The Consultant shall:

- a. provide the Services in accordance with Section 3.0 of the tender documents;
- b. exercise the degree of skill, care and diligence normally exercised by



- members of the profession performing services of a similar nature;
- c. be bound to comply with any written direction of MPIDC to vary the scope sequence or timing of the Services; and
- d. use all reasonable efforts to inform itself of MPIDC requirements for the Deliverables for which purpose the Consultant shall consult MPIDC throughout the performance of the Services.

## **5. CONFIDENTIALITY AND PUBLICITY**

The Consultant shall treat the details of the output of the assignment and the Services as confidential and for the Consultant's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to MPIDC or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of MPIDC.

## **6. CONSULTANT'S REPRESENTATIVES**

NA

## **7. OTHER CONDITIONS**

**7.1** In the event MPIDC desires the Consultant to perform such additional services which are not within the Terms of Reference, the Consultant shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.

**7.2** MPIDC shall provide to the Consultant documents/ information/ reports as may be required by the Consultant to enable it to provide the Services. MPIDC undertakes and agrees to furnish to the Consultant from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the MPIDC.

**7.3** All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with MPIDC unless otherwise agreed, between MPIDC and the Consultant. MPIDC as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the said Project.

**7.4** Unless otherwise agreed, MPIDC shall have the copyright on all the reports, documents, and maps etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.

### **7.5 Extension of Time**

Any additional scope of work and/or extension of time shall be mutually

agreed between the Consultant and the Client. All tasks will be monitored by the MD MPIDC, (Hereinafter called as Authority) and will be considered complete after the consultant has obtained the Authority's approval.

#### **7.6.1 Limited Liabilities**

To the maximum extent permitted by law:

- d) The FIRMS total liability to the client under this agreement (including the performance or non-performance of the consultant's services), whether under the law of contract, in tort, in equity, under statute or otherwise, is limited to the amount specified in 2.30 ;
- e) The FIRM has no liability to the client in respect of any indirect, consequential or special losses, (including loss of profit, loss of business opportunity and payment of liquidated sums or damages under any Other agreement);
- f) The firm has no liability in respect of the consultant's services after the expiration of 01 years from the completion of the consultant's services,

#### **8. COMPLIANCE WITH LAWS**

The Consultant shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Consultant.

#### **9. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the laws of India. The Courts at Madhya Pradesh shall have jurisdiction over all matters arising out of or relation to this Agreement.

#### **10. DISPUTE RESOLUTION**

##### **10.1 Amicable Resolution**

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

##### **10.2 Arbitration**

###### **a Procedure**

Subject to the provisions of Clause 10.1 above, any Dispute which is not resolved amicably within 30 days, the same shall be referred to the sole arbitration of Chairman, MPIDC whose decision shall be final and binding on both the Parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 ("Arbitration Act").

###### **b Place of Arbitration**

The place of arbitration shall ordinarily be Bhopal but by agreement of the

Parties, the arbitration hearings, if required, may be held elsewhere.

**c English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

**d Enforcement of Award**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

**e Performance during Dispute Resolution**

Pending the submission of and/or decision on a dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award

**11. SEVERABILITY**

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

**12. WAIVER**

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- i shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- ii shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
- iii shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

**MODIFICATION**

Modification of the terms and conditions of the Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

**13. NOTICES**

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their

respective addresses mentioned here in above.

**14. TRANSFER OR ASSIGNMENT**

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

**15. VARIATIONS**

MPIDC may, by written notice to the Consultant, direct the Consultant to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Consultant shall be bound to comply with that direction.

EXECUTED BY MPIDC

By being signed by a duly authorized officer in the Presence of:

Witness: \_\_\_\_\_

Title: \_\_\_\_\_

EXECUTED BY \_\_\_\_\_ being signed by a duly authorised officer in the presence of:

Witness: \_\_\_\_\_

Title: \_\_\_\_\_

**Sample form of bank guarantee for Performance Security**

To,  
The Managing Director,  
**M P Industrial Development Corporation Ltd.**  
MPIDC Ltd."  
21, Arera Hills Bhopal - 462011, M.P(India)

**THIS DEED OF GUARANTEE** executed on this the \_\_\_\_\_day of \_\_\_\_\_at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head / Registered office at \_\_\_\_\_hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favor of, Managing Director, M P Industrial Development Corporation Ltd., "MPIDC Ltd" , 21, Arera Hills Bhopal - 462011, M.P. (India) , hereinafter referred to as "MPIDC", which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

**WHEREAS**

By the Agreement being entered into between MPIDC and \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 1956, having its registered office/ permanent address at \_\_\_\_\_hereinafter called the consultant. "The consultant been granted the rights to provide "Services as Principal Advisor / Consultant for proposed Greenfield Airport near Indore".

."

- A. (herein referred to as "the Assignment").
- B. In terms of Clause 2.30 of the RFP, the Consultant is required to furnish to MPIDC, an unconditional and irrevocable bank guarantee for an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as security for due and punctual performance/dischage of its obligations under the Agreement.

At the request of the Consultant, the Guarantor has agreed to provide guarantee, being these presents guaranteeing the due and punctual performance/dischage by the Consultant of its obligations under the Agreement.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

Capitalized terms used herein but not defined shall have the meaning assigned to them respectively in the Agreement.

The Guarantor hereby irrevocably guarantees the due and punctual performance by the

Consultant of all its obligations relating to the Assignment during the Agreement Period.

1. The Guarantor shall, without demur, pay to MPIDC sums not exceeding in aggregate Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), within five (5) calendar days of receipt of a written demand therefore from MPIDC stating that the Consultant has failed to meet its performance obligations under the Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Consultant or validity of demand so made by MPIDC and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Consultant or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.
2. In order to give effect to this Guarantee, MPIDC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to the Consultant or postponement/non exercise/ delayed exercise of any of its rights by MPIDC or any indulgence shown by MPIDC to the Second Party and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by MPIDC or any indulgence shown by MPIDC provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
3. This Guarantee shall be irrevocable and shall remain in full force and effect until \_\_\_\_\_ unless discharged/released earlier by MPIDC in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).
4. This Guarantee shall not be affected by any change in the constitution or winding up of the Consultant/ the Guarantor or any absorption, merger or amalgamation of the Consultant /the Guarantor with any other Person.
5. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

By \_\_\_\_\_ Bank

By the hand of Shri \_\_\_\_\_

Its \_\_\_\_\_ and authorized official.

(Signature of the Authorized Signatory)  
**(Official Seal)**

Details of Experience as required in eligibility criteria:

Sr. No.	Name & location of the Project	Name & address of the Client	Details of the Project including cost*	Nature of consultancy work with specific Areas highlighted	Year of Start & Completion of the Project	Litigation/ Arbitration, if any with details

\* Value of the work for which services were provided by the consultant only need to be provided.

The applicants are required to provide Proof of award of work & completion certificate (on the client's letter head). Please attach all relevant documents as per the eligibility criteria defined in RFP.

Date :

Signature of the applicant / Authorized representative

Seal/ stamp of the Firm

**Declaration regarding Non- Blacklisting**

(To be submitted on letterhead of the Bidder)

To,  
Managing Director  
MPIDC Ltd.,  
21, Arera Hills,  
Bhopal (M.P.)-462011.

Dated ----- , 2022

Ref: "Principal Advisor / Consultant for proposed Greenfield Airport near Indore" against tender No.....

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document regarding "Request for Proposal for Appointment of Principal Advisor / Consultant for proposed Greenfield Airport near Indore".

I hereby declare that my company has not been debarred/black listed by any Government/Semi Government organizations in India. I further certify that I am competent officer in my company to make this declaration.

In accordance with the above we would like to declare that:

1. We are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
2. We are not blacklisted by any Central/State Government/Public Sector Undertaking in India.
3. The information provided in the tender document is true and no false representation has been made.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation Seal

Date:

Business Address:

Place:

Date:

Bidder's signature  
with seal.