

# **Request for Proposal**

**For**

**Appointment of consultant to support DIPIP, in the identification of properties (like closed mills), transfer of such properties and dues settlement.**

**MPIDC/SWS-RFP/2024/162**

**Instructions, Evaluation, Terms of Reference (ToR) & Formats  
Issued on Behalf of DIPIP, GoMP by  
MP Industrial Development Corporation Limited  
(A Govt. of M.P. Undertaking)**

"MPIDC" 21, Arera Hills Bhopal - 462001, M.P (India)  
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# **1. Definitions**

- 1.1 “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.
- 1.2 “Applicable Law” means the laws and any other instruments having the force of law in the country.
- 1.3 “Consultant” means a legally-established professional firm or an entity that may provide or provides the Services to MP Industrial Development Corporation Ltd. under the Contract.
- 1.4 “Contract” means a legally binding written agreement signed between the Client (“hereinafter referred to MP Industrial Development Corporation Ltd.”) and the Consultant and includes all the attached documents listed in its RFP and the Appendices].
- 1.5 “Data Sheet” means an integral part of the Instructions to Consultant (ITA) that is used to reflect assignment conditions to supplement, but not to over-write, the provisions of the ITA.
- 1.6 “Day” means a calendar day
- 1.7 “DIPIP” Department of Industrial Policy and Investment Promotion, GoMP.
- 1.8 “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant.
- 1.9 “Government” means the State Government of Madhya Pradesh.
- 1.10 “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract.
- 1.11 “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- 1.12 “RFP” means this Request for Proposals prepared by the Client for the selection of Consultant.
- 1.13 “Services” means the work to be performed by the Consultant pursuant to the Contract.
- 1.14 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 Consultant, and expected results and deliverables of the assignment.

## **2. Introduction and General Conditions**

### **2.1 Introduction**

- 2.1.1 The client named in the Data Sheet intends to select the Consultant, 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 Consultant.
- 2.1.3 The Consultant 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 Consultant's expense.
- 2.1.4 The Client will timely provide, at no cost to the consultant, the inputs, relevant project data, and reports required for the preparation of the consultant's proposal as specified in the data sheet.

### **2.2 Conflict of Interests**

- 2.2.1 The Consultant is required to provide professional, objective and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 2.2.2 The Consultant 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 Consultant 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 Consultant 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: A Consultant (including its Experts and Sub-Consultant) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

### **2.2.3.3 Conflicting relationships**

Relationship with the Client's staff: Consultant (including its Experts and Sub-Consultant) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing Consultant, 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) In the selection process for the Contract.
- (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 Consultant 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. Consultant 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 in regard to corrupt and fraudulent practices.

## **3. Preparation of Proposals**

### **3.1 General Considerations**

In preparing the Proposal, the Consultant 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 Consultant 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 award, without there by incurring any liability to the Consultant.

### **3.3 Language**

The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant 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 of the documents and forms listed in the Data Sheet.

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

### **3.5 One Proposal Only**

The Consultant shall submit only one Proposal. If a Consultant, agency including any member firm, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. Consortiums are not allowed to participate in the bid.

### **3.6 Proposal Validity**

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

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

#### **3.6.3 Extension of Validity Period**

3.6.3.1 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.

3.6.3.2 If the Consultant 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.

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

#### **3.6.4 Substitution of Key Experts at Validity Extension**

If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or 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.

#### **3.6.5 Subcontracting/ Subletting/ Outsourcing**

3.6.5.1 The Consultant shall not Sub-Contract/Sub-let/Outsource the whole/ part of the Services mentioned in the Terms of Reference.

### **3.7 Clarification and Amendment of RFP**

3.7.1 The Consultant may request an online clarification on 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 the Agencies. Should the Client deem it necessary to amend the RFP as a result 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 Consultant 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.

### **3.9 Financial Proposal**

3.9.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 6 of the RFP.

**3.9.2 Price Adjustment:** For the assignment, a price adjustment provision does not apply. That said, for further extension of the assignment one time 5% addition to the pro rate value quoted for the resources in the financial bid would be applicable. This value would be applicable for the extension period.

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

3.9.4 **Currency of Proposal:** The Consultant should express the price for its Services in the currency given in the Data Sheet.

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

## **4. Submission, Opening and Evaluation**

### **4.1 Submission of Proposals**

- 4.1.1 The Consultant shall submit a digitally signed, encrypted and complete Proposal comprising of the documents and forms in accordance with the Procurement Portal guidelines. The submission should 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 Consultant shall digitally sign the submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal. The authorization shall be in the form of a written power of attorneys scanned and uploaded together with the Technical Proposal.
- 4.1.3 Consultant 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 eProcurement portal guidelines.
- 4.1.4 The Proposal or its modifications must be uploaded on the portal on or before the deadline indicated in the Data Sheet, or any extension to the 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 Consultant 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 Consultant who 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 Consultant's personnel or anyone on behalf of the Consultant 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 Consultant wishes to contact the Client or the 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 Technical Proposals online immediately after the Proposals' submission deadline and following the procedure described in the Data Sheet .The folder with the Financial Proposal shall remain unopened, encrypted and shall be securely stored on the portal.
- 4.3.2 At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously: (i) the Consultant's name, whose proposal has been received.

### **4.4 Proposals Evaluations**

- 4.4.1 The Consultant 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 on the basis of 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 prequalification criteria or a minimum technical score indicated in the Data Sheet.
- 4.4.4 If required the client may seek clarification on the documents submitted in the technical proposal through email.

#### **4.5 Online Opening of Financial Proposals (For QCBS)**

- 4.5.1 After the technical evaluation is completed, the Client shall notify those Agencies who's Proposals were considered non-responsive to the RFP and did not meet the prequalification, minimum qualifying technical score by sending a notification through the means indicated in the Data Sheet. The notification shall also include information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion. 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 Consultant. The Client shall simultaneously notify those Consultant 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. The Consultant's attendance at the opening of the Financial Proposals (online, or in person, if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice. If the Data Sheet provides an option of attending in person, the opening date shall allow the Agencies sufficient time to make arrangements for attending the opening.
- 4.5.2 The Financial Proposals shall be opened online by the Client's evaluation committee as described in the Data Sheet. At the opening, the names of the Agencies, and the overall technical scores, including the break-down by criterion, shall be read aloud first and recorded online simultaneously. The Financial Proposals shall be then opened, the total prices read aloud and recorded online simultaneously. The records of the opening shall remain on the portal for the information of the Agencies who submitted Proposals and the MPIDC, unless the Data Sheet provides for other means of sending notifications and the results of the financial opening.

#### **4.6 Corrections of Errors**

- 4.6.1 Activities and items described in the Technical Proposal (**including presentations**) 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.

##### **4.6.1.1 Lump-sum Contracts**

The Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes specified in the Financial Proposal shall be considered as the offered price.

#### **4.7 Taxes**

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

#### **4.8 Conversion to Single Currency**

- 4.8.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
- 4.8.2 Combined Quality and Cost Evaluation
- 4.8.2.1 **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 Consultant 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 Consultant shall sign the Contract. The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

### 5. Data Sheet

1.	<b>Name of the client:</b> MP Industrial Development Corporation Limited (MPIDC) <b>Method of selection:</b> Quality & Cost Based Selection
2.	<b>Financial proposal to be submitted together with Technical Proposal:</b> Yes <b>Name of the assignment:</b> Appointment of consultant to support DIPIP, GoMP in the Identification of properties (like closed mills), transfer of such properties and dues settlement.
3.	<b>Start date for Purchase of RFP:</b> 15 <sup>th</sup> February 2024
4.	<b>Pre-Proposal conference would be held on 20<sup>th</sup> February 2024</b> <b>Office Address:</b> MP Industrial Development Corporation (A Govt. of M.P. Undertaking), 21 ,Arera Hills, Bhopal , 462011 Conference Room, Sixth Floor Tel.: +91 -755-3523531 , +91-755-2575618  <a href="https://invest.mp.gov.in/">https://invest.mp.gov.in/</a> and <a href="https://mptenders.gov.in">https://mptenders.gov.in</a>  Email – <a href="mailto:itcell@mpidc.co.in">itcell@mpidc.co.in</a>
5.	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.	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 Sub-Consultant, Key Experts and Non-Key Experts in more than one Proposal is permissible: No

9.	Important Dates:		
No.	Activity	Date/Time	
1.	Start date for Purchase of RFP	15 February 2024, 4:00 PM	
2.	Last date for Purchase of RFP submission of Proposal	01 March 2024 4:00 PM	
3.	Last date for submission of Proposal	01 March 2024 4:30 PM	
4.	Opening of Technical Bid	04 March 2024	
5.	Opening of Financial Bid	05 March 2024 (Tentative)	
10.	Proposals must remain valid for 180 calendar days after the proposal submission deadline (i.e. until: 1 September 2024).		
11.	<p>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.</p> <p>All Agencies may send their consent via email to extend the validity of proposal for another 90 days.</p>		
12.	<p>Clarifications may be requested by 20<sup>th</sup> February 2024 through email.</p> <p>All requests for clarifications shall be made via email (<a href="mailto:itcell@mpidc.co.in">itcell@mpidc.co.in</a>), as per the format below and in excel file only.</p>		
S.no	RFP Ref/Page No	RFP Clause	Clarification Sought/Query
13.	<p>Online submission of proposals as per the process defined in <a href="https://mptenders.gov.in/">https://mptenders.gov.in/</a></p>		
14.	<p><b>Project Duration:</b> 36 months from the date of signing of contract with a provision for further extension of 24 months, with a one time 5% addition to the pro-rata value quoted for the resource in the financial bid. The increase would be applicable for extension period</p>		
15.	<p><b>Method of Selection:</b> QCBS – 80:20</p>		
16.	<p>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.</p>		

17.	<ul style="list-style-type: none"> <li>Agencies shall submit their Proposals electronically on the portal: <a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a></li> <li>For participation in e-tendering, it is mandatory for prospective Consultant to get registered on website <a href="https://mptenders.gov.in/">https://mptenders.gov.in/</a> . Therefore, it is advised to all prospective agencies to get registration by making on line registration fees payment at the earliest.</li> </ul>
	<ul style="list-style-type: none"> <li>Tender documents can be downloaded from website <a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a> and <a href="http://www.invest.mp.gov.in">http://www.invest.mp.gov.in</a>. However, a tender documents fee of Rs10, 000 /- (Rs Ten Thousand only) + GST+ processing charges is to be paid on <a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a> . Responses Without tender document fee bid will not be accepted.</li> <li>Service and gateway charges (including taxes) shall be borne by the Consultant.</li> </ul>
18.	<p><b>EMD</b></p> <ul style="list-style-type: none"> <li>Consultant shall submit an EMD of Rs.3 Lakh online through the eProcurementportal (website <a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a>).</li> <li>The bid will be disqualified if the EMD is not submitted within the stipulated timeline.</li> <li>EMD of unsuccessful participants will be released as promptly as possible, but not later than 90 days after the award of the <del>contract to the</del> successful Consultant.</li> <li>The EMD may be forfeited in following cases – If a Consultant 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 Consultant, failing to sign the Agreement within the specified time limit given by the client.</li> </ul>
19.	<p><b>Performance Security in form of Fixed Deposit Receipt/Bank Guarantee</b></p> <ul style="list-style-type: none"> <li>The Consultant shall at its own expense, deposit with MPIDC, within Thirty (30) working days of the; date of notice of award (LOI) or prior to signing of the contract, whichever is earlier, a performance security in form of Fixed Deposit Receipt/Bank Guarantee from a Scheduled/ nationalized Bank of a value equivalent to 5% of the Contract Value, acceptable to MPIDC, for the due performance and fulfillment of the contract by the successful Consultant.</li> <li>Performance Security should be valid up to 3 Months beyond the contract period.</li> <li>Performance Security may be forfeited by the MPIDC, if the Successful Consultant 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 Consultant fails to perform any other obligation(s) under the Contract.</li> </ul>

- Except as provided above, a delay by the successful Consultant in the performance of its delivery obligations shall render the successful Consultant liable to the imposition of liquidated damages pursuant to conditions of Contract. The Consultant shall indemnify MPIDC in case any of the resources deployed by them damages the equipment, assets etc. owned by Government of Madhya Pradesh. Further, without prejudice to its other remedies under the Contract, the contract can be terminated by MPIDC and the Performance Bank Guarantee can be forfeited.

20. The Proposals must be submitted online no later than:

Date: 1 March 2024

Time: 16.30 Hours India Standard Time (i.e. 4.30 PM)

21. For participation in e-tendering, it is mandatory for prospective bidders to get registration on website [www.mptenders.gov.in](http://www.mptenders.gov.in) . Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.

- Tender documents can be purchased only online and downloaded from website [www.mptenders.gov.in](http://www.mptenders.gov.in) by making online payment for the tender documents fee.
- 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 [www.mptenders.gov.in](http://www.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 fulfill 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.
- Bidder must positively complete online e-tendering procedure at [www.mptenders.gov.in](http://www.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 whatever.
- For any type of clarification bidders can visit [www.mptenders.gov.in](http://www.mptenders.gov.in) and connect with Help Desk at contact no. 0120-4001 002/005 and e-mail id: [support-eproc@nic.in](mailto:support-eproc@nic.in) .

22.	Agencies are requested to upload the relevant documents in the space provided at <a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a> 1. Payment confirmation for EMD and Bid processing fees. 2. Technical Proposal. 3. Financial Proposal.	
23.	Pre-Qualification criteria to be submitted along with the technical bid	
	Pre-Qualification Criteria	Documents to be submitted
	(a). The Consultant should be registered with "The Institute of Chartered Accountants of India (ICAI). The Consultant should have a valid GST and Permanent Account Number	Registration Certificate from ICAI PAN and GST registration certificates

	(b). The firm should have been in operation for at least past 10 years and have an office in Madhya Pradesh for at least past 5 years.	Certificate of incorporation and Certificate of Office in Madhya Pradesh
	(c) The firm should be empaneled with Comptroller and Auditor General of India (C&AG)	Document substantiating the empanelment with C&AG
	(d) The Consultant should have a valid peer review certificate as prescribed under the rules of ICAI	Copy of the certificate
	(e) The Consultant should have at least 4 chartered accountants as partner.	Declaration from the firm in this regard
	(f) Average Annual Gross Receipts (i.e., Average Gross Professional Fees during the last 3 years i.e., FY 2020-21, FY 2021-22, and FY 2022-23) of the Firm must be at least Rs. One Crore.	Copy of audited financial statements of last three years.
	(g). The Consultant should not be black listed by any State/Central Government undertaking	An undertaking in this regard is to be submitted.
	The pre-qualification criteria will form the part of technical proposal, agencies which are qualifying in the pre-qualification criteria would be further evaluated.	

24.	<p>An online opening of the Technical and Financial Proposals will be conducted participating agencies have an option to attend the opening of the Technical and Financial Proposals in person. All Proposal opening shall take place online through mptenders portal at MPIDC office.</p> <p>Contact Person: Managing Director, MPIDC</p> <p>Address of Communication: Managing Director MP Industrial Development Corporation (A Govt. of M.P. Undertaking), 21 , Arera Hills, Bhopal , 462011</p> <p>E-Mail ID: itcell@mpidc.co.in</p>
25.	<p>Pre-Qualification (Mandatory) Criteria for compliance:</p> <p>All agencies should comply with the Pre-qualification criteria. Agencies are requested to upload the relevant forms and supporting documents against each criterion in their response to the technical bids. The Consultant as well as the proposed solution must possess the requisite experience, strength and capabilities to meet the requirements as described in the Bidding document.</p>
26.	<ol style="list-style-type: none"> <li>a. Pre-qualification criteria mentioned in point no 23 would be the part of the Technical Proposal. The Agencies who do not meet the pre-qualification criteria are liable to get rejected.</li> <li>b. Only that Technical Proposal, wherein proposed solution complies with all the mandatory elements of the Functional and Non-Functional specification, shall be considered as responsive. Any Consultant whose solution fails to meet the mandatory specification shall be termed as non-responsive. The Consultant needs to provide compliance to all the mandatory requirements as per format of Pre-Qualification, Technical and Financial.</li> <li>c. The Evaluation Committee based on technical evaluation frame work mentioned in the table below shall evaluate each proposal and allot technical score as per the technical criteria.</li> <li>d. MPIDC will invite each Consultant to make a presentation at a date, time and locations determined by it. The purpose of such presentations and demonstration would be to allow the Agencies to present their proposed solutions, approach, implementation plan, etc. to the MPIDC along with the key points and strengths of their proposals.</li> </ol> <p>In the technical evaluation, it is mandatory for the Consultant to score at least 60% 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>

27.

**Evaluation Criteria:**

<b>s.no</b>	<b>Description (Evaluation Criteria) and Maximum marks</b>	<b>Maximum Score /Requirement s</b>
<b>1</b>	The firm should have been in operation for at least past 10 years and have an office in Madhya Pradesh for at least past 5 years. (15 Marks)	10-15 years (5 mark) 15 – 20 years (10 marks) 20 years and above (15 marks)
<b>2</b>	The Consultant should have at least 4 Chartered Accountants as partner. (15 Marks)	-6 Partners (5 mark) 6-8 Partners (10 marks) More Than 8 (15 marks)
<b>3</b>	Details of experience of professional work with the Government Departments/Undertakings/ULBs (Assignment should have minimum fees of Rs. 5 Lacs)  [Documentary proof/ work orders/client certificates/ completion certificates to be submitted]. (15 Marks)	3 projects – (5 marks) 3 – 5 projects-(10 marks) Above 5 projects- (15 marks)
<b>4</b>	Average Gross professional fees of firm in last 3years (2020-21 to 2022-23) (15 Marks)	Up to 1 Cr – ( 5 marks) Above 1- up to 1.5 Cr – (10 marks) Above 1.5 Cr (15 marks)
<b>5</b>	Experience of fund raising for MP State Government/ULBs or their undertakings in last five financial years. Documentary proof/ work orders/client certificates/ completion certificates to be submitted]. (15 Marks)	100-500 Cr (5 marks) Above 500- up to 750 Cr (10 Marks) Above 750 Cr (15 marks)
<b>6</b>	Experience in the settlement of litigated liabilities with the Bankers/Financial Institutions/labours on behalf of MP State Government department/undertakings of at least Rs. 100 crores during the	100-500 Cr - (5 marks) 501-1000 Cr- (10 marks) Above 1000 Cr (15 marks)



	period of five years. (15 Marks)	
7	Submission of presentation covering the aspects such as proposed team and qualification, previous experience in similar activities, proposed solutions financial models etc. (10 Marks)	10 Marks

At least one partner of the firm should have relevant experience and shall deploy adequate staff/resources depending upon the work requirement to execute the task assigned by the MPIDC in a timely manner. The Consultant shall deploy one dedicated staff at the office of the MPIDC on full time basis.

Following resources are to be deployed by the Consultant for the execution of the work defined in the TOR (section 7 of the RFP,) A self-declaration of relevant experience with full details needs to be submitted, which may be subject to verification by the client, if required.

S.NO.	Designation and Number of Resources	Experience and Qualification
1	Principal Consultant of the level of Partner in the organization (01)	i. CA with an experience of at least 20 years ii. Experience in fund raising for Central/State Government/ULBs iii. Experience in settlement of liabilities with Banks/FIs  The said resource shall be responsible for the entire execution of work and shall be available at MPIDC office whenever required.
2	Sr. Consultant (02)	i. CA with an experience of at least 3 years v. Experience in fund raising for Central/State Government/ULBs vi. Experience in settlement of liabilities with Banks/FIs  The said resource shall be responsible for the execution of work and shall be available at MPIDC office whenever required.
3	Sr. Consultant (01)	Dedicated CA with post qualification experience of at least 3 years and shall be required to be available at MPIDC, Head Office on full time basis.

**Important Note**

- a. Sub-Contracting is not allowed for any of the resources/ position and core/ key resources should be on payroll of the Consultant.
- b. Travel expenses (post approval from MPIDC) incidental to the project would be paid up by MPIDC.
- c. Monthly Deliverables are to be submitted; which would be evaluated by MPIDC.

28.	<p><b>Engagement of Subject matter expert</b> – In addition to the resources mentioned in point no 27 of the Data Sheet; MPIDC may ask the Consultant to provide subject matter experts by providing at least 1-month advance notice. The minimum engagement term of the subject matter expert would be 3 months. The remuneration of the Subject matter expert would be at par with the man month rate quoted for Sr. Consultant. Notice of 1 month would be provided to the Consultant/agency before concluding/terminating the engagement of the Subject matter expert.</p>
29.	<p><b>Notifications to the Consultant will be sent as following:</b></p> <p>(a) Consultant whose Proposals were considered non-responsive or did not meet the minimum qualifying technical score (60%) will be informed via email.</p> <p>(b) Consultant who have achieved the minimum technical score will be invited for the opening of the Financial Proposal via email.</p> <p>Consultant can participate in the Financial Proposal opening in person. The address, date and time of opening of Financial Proposal will be sent on email.</p>
30.	<p>The online opening procedure shall be as following: The procedure for online opening of Technical Proposals can be seen at <a href="https://mptenders.gov.in/">https://mptenders.gov.in/</a></p> <p>The procedure for notifying the Consultant on the results of the Financial opening shall be send via email.</p>
31.	<p>For the purpose of the evaluation, the Client will exclude Goods &amp; Service Tax as per prevailing rates, levied on the contract's invoices.</p>
32.	<p>The single currency for all prices expressed is: Indian Rupee (INR)</p>
33.	<p><math>S_f = 100 \times F_m / F</math>, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b>  <b>T = 80, and</b>  <b>P = 20</b></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: <math>S = S_t \times T\% + S_f \times P\%</math>.</p>

34.	<b>Expected date or contract signing would be intimated to the successful bidder</b>
35.	<b>Procedure for notifying unsuccessful Consultant and for publishing the contract award information is as following:</b>  (a) Following the award, completion of the contract negotiations and contract signing, other Consultant will be notified through email.  (b) <b>Contract award information will be published</b> <a href="http://mptenders.gov.in">mptenders.gov.in</a>

## **6. Formats of Pre-Qualification, Technical and Financial Proposal**

### **6.1 Formats for Pre-Qualification form to be attached along with the Technical bid**

#### **6.1.1 Checklist for Pre-qualification proposal ( to be attached along with the technical Bid)**

<b>S.No.</b>	<b>Items</b>	<b>Submitted (Yes/No)</b>	<b>Documentary Proof (Page No.)</b>
1.	Registration with "The Institute of Chartered Accountants of India (ICAI). Valid GST and Permanent Account Number		
2.	The firm should have been in operation for at least past 10 years and have head office in Madhya Pradesh for at least past 5 years.		
3.	Empanelment with Comptroller and Auditor General of India (C&AG)		
4.	Valid peer review certificate as prescribed under the rules of ICAI		
5.	Valid GST and Permanent Account Number		
6.	Average Gross professional fees of firm in last 3 years (2020-21 to 2022-23)		
7.	The Consultant/agency should have at least 4 chartered accountants as partner.		
8.	Average Annual Gross Receipts (i.e., Average Gross Professional Fees during the last 3 years i.e., FY 2020-21, FY 2021-22, and FY 2022-23) of the Firm must be at least Rs. One Crore.		
9.	The Consultant should not be black listed by any State/Central Government undertaking		
10.	Details of experience of professional work with the Government Departments/Undertakings/ULBs (Assignment should have minimum fees of Rs. 5 Lacs)		
11.	Average Gross professional fees of firm in last 3 years		
12.	Experience of fund raising for MP State Government/ULBs or their undertakings in last		

	five financial years.		
11.	Experience in the settlement of litigated liabilities with the Bankers/Financial Institutions/labours on behalf of MP State Government department/undertakings of at least Rs. 100 crores during the period of five year (FY 2018- 19 to FY 2023-24)		
12.	Submission of presentation covering the aspects such as proposed team and qualification, previous experience in similar activities, proposed solutions financial models etc.		
12.	Details of experience of professional work with the Government Departments/Undertakings/ULBs (Out of which 3 Assignment should have minimum fees of Rs. 5 Lacs) [Documentary proof/ work orders/client certificates/ completion certificates to be submitted].		
11.	Undertaking for not being black listed by any State/Central Government		
12.	Form for Statement of No Deviation from the RFP Requirements		

### 6.1.2 Format for the Proposal Cover letter(On Consultant Letterhead)

To,  
The Managing Director,  
MP Industrial Development Corporation (MPIDC),  
21, Arera Hills, Bhopal,  
Madhya Pradesh – 462011

Date: DD/MM/YYYY

Sub: Letter for Submission of 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 to provide services as required and outlined in the RFP. We attach here to our responses to the Technical Bid.

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 there in 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 180 days from the date fixed for bid opening. We hereby declare that in case we are chosen as successful Consultant, 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 products/ services specified in the tender response with or without assigning any reason whatsoever.

Date:

Signature of Authorized Representative

Name of

Consultant: Full

Address:

Telephone No.:

**6.1.3 Format for particulars of the Consultant:**

Details of the Consultant		
A.	Name of the Consultant	
B.	Address of the Consultant	
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.	E-Mail of the Contact person:	
I.	Fax No. (with STD Code)	
K.	Website	
L.	Financial Detail (Organization's turnover of last three financial years)	FY 22-23
		FY 21-22
		FY 20-21
M.	GST number	
N.	PAN	
O.	EMD	Date
		Amount
		Reference Number

Date:  
Representative

Signature of Authorized

Name of  
Consultant: Full

Address:

Telephone No.:

**6.1.4 Format for Self-declaration by Consultant for not being Blacklisted(On Consultant Letterhead)**

To  
Managing Director,  
MP Industrial Development Corporation (MPIDC),  
21, 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/barred 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 Consultant:

Full Address

Telephone No.:



**6.1.5 Format for Statement of No Deviation from the Bidding Document (On Consultant Letterhead)**

To

Managing Director,

MP Industrial Development Corporation (MPIDC),

21, Arera Hills, Bhopal,

Madhya Pradesh – 462011

Date: DD/MM/YYYY

Sub: Undertaking of no deviation from RFP terms and condition

Ref: <<RFP Title>> Bidding Document No: \_\_\_\_\_ Dated: \_\_\_ / \_\_\_ / \_\_\_)

Sir,

This is to confirm that the proposal submitted by << Consultant 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 Consultant:

Full Address

Telephone No.:

## 6.2 Formats for the Technical Proposal

### 6.2.1 Format for Relevant Experience

#### Summary Table for Project Experience

Sl. No.	Name of Project	Year of Project	Page Number
1			
2			
3			
4			
5			

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

Project Information	
Name of the project	
Client for which 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 (✓):	
Work Order received from Client/ Copy of Contract signed between Implementation Partner and client	
Scope of Work highlighted(Y/N)	
Period of Contract Highlighted(Y/N)	
Other (if any)	

## 6.2.2 Format for List of Resources and Detailed Resume

### Summary of Resources

Sl. No.	Proposed Position	Name of Resource	Qualification	Total Experience	Relevant Experience
1					
2					
3					
4					
5					

1.	<b>Proposed Profile</b>					
2.	<b>Name of staff:</b>					
3.	<b>Date of birth:</b>					
4.	<b>Nationality:</b>					
5.	<b>Qualification:</b>					
		<b>S. No.</b>	<b>Degree</b>	<b>Institution</b>	<b>Year</b>	
		1.				
	2.					
6.	<b>Membership of professional associations:</b>					
7.	<b>Certification:</b>					
8	Languages	<b>S. No.</b>	<b>Language</b>	<b>Read</b>	<b>Write</b>	<b>Speak</b>
9	Employment	<b>From (Year)</b>	<b>To (Year)</b>	<b>Employer</b>	<b>Position Held</b>	
10	Description of Services on Relevant Project					

### 6.3 Format– Financial Proposal

#### 6.3.1 Indicative Format for Price Bid: item rate BOQ ( to be entered on the MP etenders portal)

s.no	Item description	number	Unit	Basic rate	Amount without taxes	Total amount in words
1	Principal Consultant of the level of Partner in the organization (01)	1	Man month rate			
2	Sr. Consultant (02)	2	Man month rate			
3	Sr. Consultant (01)	1	Man month rate			

### 6.3.2 Format for Performance Security, if submitting in form of Bank Guarantee

[Date]

To

Managing Director,

MP Industrial Development Corporation (MPIDC),

21, Arera Hills, Bhopal,

Madhya Pradesh – 462011

**Sub:** Performance Bank Guarantee

**Ref:** <<RFP Title >>(Tender No:\_\_\_\_\_Dated: \_\_\_ / \_\_\_ / \_\_\_)

Dear Sir,

M/s. (name of Consultant), a company registered under the Companies Act, 1956, having its registered office at (address of the Consultant),( here in after referred to as “our constituent”, which expression, unless exclude do repugnant to the context or meaning here of, include sits 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 Consultant)is required to furnish an unconditional and irrevocable bank guarantee of amount 5%of purchase order in favour of MPIDC for an amount<<....>>and guarantee the due performance by our constituent as per the contract and do here by 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 the has entered in to 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 here by agree to pay you forth with on demand such sum/s 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 5 Years.

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 here by expressly waive all our rights to pursue legal remedies against MPIDC and other Concerned Government Departments of Madhya Pradesh.

We the guarantor, as primary oblig 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 here under 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 nor shall it be affected by any change in our constitution or by any amalgamation or absorption there of 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 here in above, 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 here by 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 to the authority by express delegation of power//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 for bear to enforce or any other 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. Not with standing anything contained herein, our liability under this Performance Bank Guarantee shall not exceed amount INR <<. >>.

The PBG shall be remain valid during the entire warranty period (5 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. 5 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 with holding 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 .....this ..... Day.....20..

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)**

MP Industrial Development Corporation (MPIDC) is a Government of Madhya Pradesh (GoMP) organization under the aegis of Department of Industrial Policy & Investment Promotion (DIPIP). The prime objective of creation of this organization is to have an agency which is able to deliver one stop solution to the needs and queries of the potential investors. MPIDC is the Single Window Secretariat for Investment Facilitation and has been designated as nodal Consultant to work for the Investment Promotion of the state.

MPIDC has been bestowed with the responsibility of maximizing the value of the underlying assets with state and use them for the development of Industrial Infrastructure, work spaces etc. or activities as defined by the state government.

The engaged Consultant would be responsible for extending support to MPIDC for the following

- a. Financial assessment of Infrastructure and development projects
- b. Development of extensive financial models, viability study to capture techno commercial along with financial aspects of the project during the development and operationalization of the Project
- c. The financial models developed for the project should contain at least the following head
  - i. Cash flow statements, financial analysis and projections for at least 10 years
  - ii. Estimated Balance Sheet and P&L projections for at least 10 years
  - iii. Determining the indicative structure for developing the Project – optimizing the Project structure under various implementation options.
  - iv. Defining and suggesting institutional framework for implementation of the Project.
- d. Evaluation, negotiation and finalization of various claims and liabilities on account of workers, financial institutions and other claimants for the purpose of acquisition of underlying assets.
- e. Identification, listing, analysis and way forward in relation to such assets or land parcel within the State of Madhya Pradesh wherein the MPIDC/DIPIP can explore the possibility of utilization of such assets in line with the objective of the MPIDC/DIPIP.
- f. Discussion, deliberation and documentation with various agencies like Official liquidator, advocates, solicitors, resolution professionals and other agencies directly and indirectly involved in the process.
- g. Preparation of reports, presentations required from time to time.
- h. Creation of Special purpose vehicle (if any) and framing its Board structure/ shareholding structure between the stakeholders.
- i. The consultant shall be responsible for the financial arrangement in the SPVs for the execution of the projects through raising of funds from Bank / Financial institutions or any nonconventional methods like Asset monetization, raising of Bonds etc.



- j. The consultant shall be responsible to evaluate and assess the progress of the project in accordance with the scheduled timelines
- k. Assist the engaged agency/agencies for the marketing of projects if needed by MPIDC.
- l. Identification of probable partners and institutions for the implementation of the projects.
- m. The Consultant shall undertake any other tasks that are necessary and incidental accomplish the desired project objectives.
- n. The Consultant will have to take up any other tasks and assignments received from the office of PS, DIPIP and MD MPIDC from time to time.

## **8. Deliverables and Payments**

In consideration to the services performed by the Consultant, the Consultant would be required to submit Monthly Deliverables and would be eligible for the payments on monthly basis upon raising of Invoices along with monthly action taken reports.

The Consultant would be required to make a presentation to the committee constituted by MD MPIDC from time to time. The approval committee would constitute of 4 members, members from the engagement team of the Consultant would present the reports and monthly deliverables.

Any additional expenses incurred for the activities/travel performed and other out of pocket expenses on official duty, incurred shall be reimbursed on submission of actual bills.

The payment for a particular month would be released on the approval of the committee if the work is not found to the satisfaction of the committee. The committee will give a time of 10 days for the rectification of highlighted issues, if the highlighted issues are not resolved a 10 % penalty would be deducted from the payable amount for that month.

### Note

1. Any dispute regarding the payments would be referred to MD, MPIDC, who would take decision in this regard.
2. If the issues are not resolved at the level of MD, MPIDC the final decision would be taken by Principal Secretary, Department of Industrial Policy and Investment Promotion. Decision of PS, DIPIP would be binding to both the parties.
3. The reports and deliverables are required to be submitted Hard Copy (2 set ) and Soft copy