# NIT No. MPIDC/Events/RFP-PMU-Text-Apprl/2024/177

# **REQUEST FOR PROPOSAL (RFP)**

For

# Appointment of Project Management Unit for attracting Large Scale Investments in Textile & Apparel Sector of Madhya Pradesh

For

# MP Industrial Development Corporation Limited Bhopal, Madhya Pradesh

MP Industrial Development Corporation Ltd. 21, Arera Hills, Bhopal - 462011 Phone: +91-755-2575618, 2571830, 2559973

Email: events@mpidc.co.in

Website: https://invest.mp.gov.in

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#### Disclaimer

The information contained in this Request for Proposal document or subsequently provided to the Applicant, whether verbally or in documentary or in any other form by or on behalf of the MP Industrial Development Corporation (MPIDC), Bhopal or any of its employees, is provided to the Applicant on the terms and conditions set out in this RFP and other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the MP Industrial Development Corporation (MPIDC), Bhopal to the prospective Applicant or any other person. The purpose of this RFP is to provide Applicant with information that may be useful to them in the formulation & submission of their proposals pursuant to this RFP.

This RFP may not be appropriate for all persons and, it is not possible for the MP Industrial Development Corporation (MPIDC), Bhopal and its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The MP Industrial Development Corporation (MPIDC), Bhopal accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The MP Industrial Development Corporation (MPIDC), Bhopal and its employees/advisors make no representation or warranty and shall have no liability to any person including any Applicant under any law, statutory 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 accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The MP Industrial Development Corporation (MPIDC), Bhopal also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP. The MP Industrial Development Corporation (MPIDC), Bhopal may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the MP Industrial Development Corporation (MPIDC), Bhopal is bound to select Applicant or to appoint the selected Applicant as the case may be, for the job and the MP Industrial Development Corporation (MPIDC), Bhopal reserves the right to reject all or any of the applications/proposals or annul the selection process without assigning any reasons whatsoever.

#### e-Bid NOTICE

Request for Proposal (RFP) for "Appointment of Project Management Unit for attracting Large Scale Investments in Textile & Apparel Sector of Madhya Pradesh for MP Industrial Development Corporation Ltd., Bhopal, Madhya Pradesh"

Online e-Bids are invited from Consultant Companies, with respect to NIT No. MPIDC/Events/RFP-PMU-Text-Apprl/2024/177 (Advertisement Ref. 8598) for "Appointment of Project Management Unit for attracting Large Scale Investments in Textile & Apparel Sector of Madhya Pradesh for MP Industrial Development Corporation Ltd., Bhopal, Madhya Pradesh". Tender document is available from 21.08.2024 to 13.09.2024 till 15:00 Hours. The Technical e-Bids shall be opened on 17.09.2024 at 15:30 Hours or at a later date which shall be intimated on the website.

The details of submission of e-Bids are available in the RFP document uploaded on the MP e-procurement website <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a>. The MP Industrial Development Corporation (MPIDC), Bhopal reserves the right to cancel any or all the e-Bids or annul the Bidding process without assigning any reason thereof.

Date: 21.08.2024 Place: Bhopal

As approved by Managing Director MP Industrial Development Corporation Ltd., Bhopal Madhya Pradesh

Executive Director, Branding & Events MP Industrial Development Corporation Ltd.

# Section – I LETTER OF INVITATION

- 1. Through this Request for Proposal (RFP), it is intended to invite e-Bids for Engagement of Consultancy Firm for "Appointment of Project Management Unit for attracting Large Scale Investments in Textile & Apparel Sector of Madhya Pradesh".
- 2. Bidders are advised to study the e-Bid document carefully.
- 3. Submission of e-Bids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the e-Bid document with full understanding and its implications.
- 4. The MP Industrial Development Corporation (MPIDC), Bhopal, may, at its own discretion, extend the date for submission of e-Bids. In such case all the rights and obligations of the MP Industrial Development Corporation (MPIDC), Bhopal and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 5. The e-Bid document is available on MP e-procurement website <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a>. Interested Bidders may view, download the e-Bid document, and submit their e-Bids online only on MP e-procurement website <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a>. up to the date and time mentioned in the table below:

S. No.	Particular	Details
1	Date of Publishing	21.08.2024
2	Last date for receiving pre-bid queries	27.08.2024, 18:00 Hrs
3	Pre-bid conference	30.08.2024, 15:00 Hrs
4	Publishing of responses to Pre- bid queries by Nodal Authority	Shall be uploaded on Website
5	Bid document downloading end date	13.09.2024, 15:00 Hrs
6	Bid submission start date and time	06.09.2024, 12:00 Hrs
7	Bid submission due date and time	13.09.2024, 15:00 Hrs
8	Date and time of opening of Technical Bid	17.09.2024, 15:30 Hrs
9	Technical Presentation	To be intimated later

+91-755-2559973 Email: events@mpidc.co.in  15 Validity of Bids  180 (One Hundred Eighty) days from	10	Date of opening financial bid	To be intimated later
13 Tender Fee Rs 17,700/- (incl GST)  MP Industrial Development Corporation Ltd., 21, Arera Hills, Bhopal - 462027 Phone: +91-755-2575618, 2571830 +91-755-2559973 Email: events@mpidc.co.in  15 Validity of Bids  Rs 17,700/- (incl GST)  MP Industrial Development Corporation Ltd., 21, Arera Hills, Bhopal - 462027 Phone: +91-755-2575618, 2571830 +91-755-2559973 Email: events@mpidc.co.in	11	Bid Security	10,00,000/- (Rs. Ten lacs only)
Address for communication  Bhopal - 462027 Phone: +91-755-2575618, 2571830 +91-755-2559973 Email: events@mpidc.co.in  15  Validity of Bids  180 (One Hundred Eighty) days from	12	Performance Security	10% of Contract amount
Address for communication  Address for communication  Corporation Ltd., 21, Arera Hills, Bhopal - 462027 Phone: +91-755-2575618, 2571830 +91-755-2559973 Email: events@mpidc.co.in  15 Validity of Bids  180 (One Hundred Eighty) days from	13	Tender Fee	Rs 17,700/- (incl GST)
1 15   Validity of Bids	14	Address for communication	Corporation Ltd., 21, Arera Hills, Bhopal - 462027 Phone: +91-755-2575618, 2571830 +91-755-2559973
the Bid Due Date	15	Validity of Bids	180 (One Hundred Eighty) days from the Bid Due Date

NOTE: In case of any changes in the dates, dates as per the MP e-procurement website will be considered final.

- 6. The MP Industrial Development Corporation (MPIDC), Bhopal, reserves the right to cancel any or all the e-Bids or annul the e-Bid process without assigning any reason thereof.
- 7. The Bidders must upload all the required documents electronically in the PDF format except for the Financial Proposal Submission Form (BOQ) which will be electronically uploaded on the prescribed XLS format only on MP e-procurement website <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a>.

# Section - II INSTRUCTIONS TO BIDDERS

#### A. DEFINITIONS

- 1. "Department" means MPIDC, with whom the selected Bidder signs the Contract for the service.
- 2. "e-Bid" means the technical proposal and the financial proposal.
- 3. "Instructions to Bidders" means the document which provides interested Bidders with all information needed to prepare their Bids. This document also details out the process for the selection of the Consultant for the work mentioned in this tender document.
- 4. Successful Bidder means the Consultant/Agency with which MPIDC shall execute the contract for PMU services.
- 5. "Terms of Reference (ToR) and "Scope of Work" (SoW) means Scope of work and Terms of Reference of the RFP as mentioned in Section-III which explains the Objectives, Scope, Activities & Tasks to be performed and expected results and deliverables of the assignment and respective responsibilities of the Successful Bidder.
- 6. "TEFC" means Trade & Export Facilitation Center.
- 7. "The Contract" means the agreement entered between the MP Industrial Development Corporation (MPIDC), Bhopal and the Successful Bidder, as recorded in the Contract Form signed by the parties, including all the attachments and appendices there-to and all documents incorporated by reference therein.
- 8. "The Contract Rates" mean the charges for the various consultancy assignment payable to the Consultant under the Contract for the full and proper performance of its contractual obligations.
- 9. "Services" means PMU services/Consultancy Services and other obligations of the PMU covered under the Contract.
- 10. "Day" means a calendar day.
- 11. End Customer/Client Department" means the MP Industrial Development Corporation, Bhopal.
- 12. Webinar means any seminar which is conducted electronically with the help of "World Wide Web"

#### **B.** THE BIDDING DOCUMENT

#### 1. Availability of E-Bid Document

To enable the Bidders to view and download the Bidding document, submit their e-Bids online upto the last date and time mentioned in e-Bid document this RFP is available on the MP e-procurement website <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a>.

The nature and types of various consultancy services required, Bidding procedure, terms and conditions etc. are prescribed in the e-Bid document. The e-Bid document includes:

- SECTION-I: LETTER OF INVITATION
- SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)
- SECTION-III: TERMS OF REFERENCE (TOR) AND SCOPE OF WORK (SOW)
- SECTION-IV: BIDDER'S ELIGIBILITY CRITERIA & METHOD OF SELECTION, EVALUATION PROCESS
- SECTION V: STANDARD TERMS AND CONDITIONS
- SECTION VI:
  - o Technical Proposal Submission Form (Annexure I-VIII)
  - o Financial Proposal Submission Form (BOQ) (Annexure-IX)
  - o Form of Agreement (Annexure-X)
  - Format of Bank Guarantee towards Performance Security (Annexure-XI)

The Bidders are expected to examine all the instructions, forms, terms and conditions, requirements and qualifications in the e-Bid documents. Failure to furnish all the information required as per the Bidding documents or submission of an e-Bid not responsive to the e-Bid document in every respect will be at the Bidder's risk and may result in the rejection of his e-Bid.

#### 2. Pre-Bid Queries/Clarifications of e-Bid Documents

A prospective Bidder requiring any Pre-bid queries/clarifications of the e-Bid document, may raise his queries/points of clarification on the following e-mail: events@mpidc.co.in up to the date and time given in the RFP (e-Bid) document.

#### 3. Amendment of e-Bid Document

At any time prior to the deadline for submission of e-Bids, MPIDC may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the e-Bid document by amendments. Such amendments shall be posted/uploaded on MP e-procurement website <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a> through corrigendum and shall form an integral part of the e-Bid documents. The relevant clauses of the e-Bid documents shall be treated as amended accordingly, in terms of corrigendum(s).

It shall be the sole responsibility of the prospective Page **8** of **46** 

Bidders to check the MP e- procurement website <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a> from time to time for any amendment in the e-Bid document. In case of failure to get the amendments, if any, Department shall not be responsible for any negligence on part of the Bidder.

In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their e-Bids, the Department at its discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be posted/up-loaded on the MP e-procurement website <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a>

#### C. PREPARATION & SUBMISSION OF e-Bids

#### 1. Documents Constituting the e-Bid

The e-Bids prepared by the Bidder shall comprise the following components:

- a) Technical Proposal including Covering Letter for Technical Proposal Submission Form (Annexure I to Annexure VIII)
- b) Financial Proposal Submission Form (Annexure IX)

#### 2. Documents Establishing Bidder's Qualification

The Bidder shall furnish, as part of Technical Proposal Submission Form (Annexure–I to VIII), documents establishing the technical qualification to perform the Contract. The Bidder electronically in the PDF format should submit the documentary evidence in support of the information furnished. The Bidder's eligibility criteria and selection procedure are defined in Section-IV of e-Bid document.

It is suggested that the PDF files should be made in grey scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the MP e-procurement website <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a>

#### 3. Period of Validity of e-Bids

E-Bids shall remain valid for 180 days after the date of opening of e-Bids as prescribed by the Department. An e-Bid with validity of a shorter period than specified shall be rejected by the Department as non-responsive.

#### 4. Format and signing of e-Bids

The Bidder shall prepare the electronic copy for the e-Bids (in Pdf format) and upload the e-Bids on the MP e-procurement website <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a> through the bidder's Digital Signature Certificate (DSC).

#### 5. Submission of e-Bids

The Bidders should submit their bids online only in the Submission module of

the MP e-procurement website <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a>. The Bids shall be submitted only from the Bid Submission Start Date till the Bid Submission End Date and time given in the MP e-procurement website <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a>. Therefore, Bidders are advised to submit the e-Bids well in advance.

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc. being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of the MPIDC, Bhopal and will not be returned. The bidders should submit their e-Bid considering the Server time displayed on the MP E-tenders portal. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission of e-Bids indicated in the schedule.

Once the e-Bids submission date and time is over, the bidders cannot submit their e-Bids. The bidders shall only be responsible for any delay of whatsoever nature in submission of e-Bid.

The Department may, at its discretion extend this deadline for submission or opening of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Department and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

The procedure for submission of e-Bids by the bidders on MP e-procurement website <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a> is already available on the MP e-procurement website <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a>.

#### 6. Deadline for Submission of e-Bids

e-Bids must be submitted by the Bidders on MP e-procurement website <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a> not later than the date and time specified in this document.

The Department may extend this deadline for submission of e-Bids (i.e. Bid Submission End Date and Time) by amending the e-Bid document in accordance with ITB (Instructions to Bidders) Clause 4, in which case all rights and obligations of the Department and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

The Department shall not consider any request for date-extension for e-Bid submission on account of late downloading of RFP by any prospective Bidder. e-Bids should be uploaded on MP e-procurement website https://mptenders.gov.in/nicgep/app on or before the date and time as mentioned in Section–I.

#### 7. Late e-Bids

The server time indicated in the Bid Management window on the MP e-procurement website https://mptenders.gov.in/nicgep/app will be the time by which the e-Bids submission activity will be allowed till the permissible date and time scheduled in the e-Bid. Once the e-Bids submission date and time is over, the Bidder cannot submit his/her Bid. Bidder must start the e-Bids Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/her e-Bids are not submitted in time due to any reasons.

#### 8. Receipt and opening of e-Bids by the Purchaser

Bidders are advised to submit their e-Bids in 'Two-Bid' system with Technical and Financial bids separately on MP e-procurement website https://mptenders.gov.in/nicgep/app.

Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt of the bid on MP e-procurement website https://mptenders.gov.in/nicgep/app., the technical proposals will be opened by Bid Evaluation Committee (BEC) in office of the MPIDC, Bhopal, MP.

MPIDC, Bhopal will open all e-Bids, in the presence of bidder's authorized representatives who choose to attend at date and time mentioned in Section I. In the event of the specified date of e-Bid opening being declared a holiday for the Department, the e-Bids shall be opened at the appointed time and place on the next working day.

After evaluation of technical e-Bids, the Department shall notify those bidders whose e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the Qualification Requirements indicating that they did not technically qualify for selection as PMU for this project. The Department will simultaneously notify bidders on the MP e-procurement website <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a> whose technical e-Bids were considered acceptable and have been shortlisted for opening of their financial e-Bids.

#### 9. Cost of preparation of e-Bids to be borne by the Bidders

Cost of preparation of the e-Bids shall be borne by the bidder i.e. Consultant Company regardless of the outcome of the bids.

#### 10. Cost of RFP Document

The RFP document can be downloaded from the MP e-procurement website https://mptenders.gov.in/nicgep/app. However, a tender documents fee of Rs17,700 /- (Rs Seventeen Thousand Seven Hundred only) inclusive of GST is to be paid on www.mptenders.gov.in . Responses Without tender document fee bid will not be accepted.

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#### 11. Consortiums

No Consortiums shall be allowed for this project.

#### 12. Earnest Money Deposit (EMD)/BID SECURITY

- a) The Bidder shall furnish as part of its Proposal, an EMD/BID SECURITY of Rs 10,00,000/- (Rupees Ten Lakhs) in the form of Demand Draft drawn in favor of MP Industrial Development Corporation Ltd. The scanned copy of the Demand Draft should be submitted along with proposal on MP e-procurement website <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a>.
- b) The Department shall not be liable to pay any interest on the EMD and the same shall be interest free.
- c) EMD shall be returned to the unsuccessful Bidders within a period of one month from the date of issue of Work Order to the Successful Bidder. EMD submitted by the Successful Bidder shall be returned one week post the submission of Performance Security.
- d) The Bidder, by submitting its proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Department any other right or remedy hereunder or in law or otherwise, the EMD shall be forfeited and appropriated by the Department under the following conditions:
  - (i) If a Bidder engages in any of the Prohibited Practices; or
  - (ii) If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time; or
  - (iii) If the Selected Bidder fails to clarify or reconfirm its commitments as required in this RFP; or
  - (iv) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement as specified in this RFP; or
  - (v) If the Bidder is found to have a Conflict of Interest as specified in this RFP.

#### 13. Notification of Award Notification to Bidder

Prior to the expiry of the Bid validity period, the Department will notify the successful Bidder in writing or by Fax or email, to be confirmed in writing by Letter (LoI), that its proposal has been accepted. The notification of award will constitute the formation of the Agreement.

#### 14. Signing of Agreement

At the same time as the MP Industrial Development Corporation, Bhopal notifies the successful Bidder that its proposal has been accepted, the Department shall enter into an Agreement with the successful Bidder.

#### 15. Failure to abide by the Agreement

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Department may forfeit the EMD/Performance Bank Guarantee. In such an event,

MPIDC may invite the Second Ranked

Bidder for negotiations and may issue letter of award to him.

#### 16. Bank Guarantee for Performance

The Successful Bidder/Agency shall at its own expense, deposit with MPIDC an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled/Nationalized Bank of a value equivalent to 10 % of the Contract Value, acceptable to MPIDC, for the due performance and fulfillment of the contract, within Thirty (30) working days of the date of notice of award (LOI) or prior to signing of the contract, whichever is earlier. All the expenses/costs with respect to the PBG shall be borne by the Bidder/Agency. The Performance Bank Guarantee shall be valid for a period of further six months beyond the duration/completion of the project to the satisfaction of MPIDC. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of 06 months, the Performance Bank Guarantee may be discharged/returned by the Department upon being satisfied that there has been due performance of obligations by the Bidder under the Agreement. However, no interest shall be payable on Performance Bank Guarantee.

# SECTION – III TERMS OF REFERENCE (ToR) AND SCOPE OF WORK (SoW)

#### A. Project Background:

Madhya Pradesh is one of the most attractive investment destinations for manufacturing sector owing to industry friendly policies and excellent business ecosystem. For textile and apparel industry, the state holds special importance because of:

- Availability of Cotton
- Central location with proximity to ports & other manufacturing clusters, and
- Abundant availability of Trainable Manpower.

MP can leverage its strengths in textile & apparel industry and target to create 5 lakh direct and indirect jobs in the state over next 5 years. This would bring an investment of approx. Rs. 20,000 crores in the state. Segment-wise job generation along with investment and subsidy estimates are as follows:

Industry Segment	Capacity Addition	Investment in INR Crores	Jobs Created
Yarn	13.5 lakh spindles	6,750	13,500
Woven Fabric (Weaving & Processing)	3,000 looms	4,500	10,500
Knitted Fabric (Knitting & Processing)	650 Tons/day	3,900	26,000
Garments	1 lakh sewing machines	5,000	2,00,000
Sub Total Direct Jobs Indirect Jobs			2,50,000
Total		20,150	5,00,000

To achieve above investment targets, it is required to onboard a professional consulting firm as a Project Implementation Unit (PIU), that has strong connects in the Indian and International Textile Investor community so as to reach out to them, showcase the MP opportunity and sensitize them for investing in the state.

#### 2. Scope of Work:

#### Policy Review:

- ➤ MP offers a host of incentives under its textiles and apparel policies but, the same can be reviewed to align more with the industry requirements. This will help attract investors of all sizes across the value chain.
- ➤ The policies also need to be reviewed for any anomalies so that the entire processes can be made transparent & seamless. For example, textile units could be given wage & training subsidy, power subsidy, manufacturing excellence support and support to establish ETP & dormitories. Similarly, apparel units could be given manufacturing excellence and dormitory establishment support.

#### • Identifying Locations:

- Analysis of various locations in the state to identify and recommend about 10-15 locations covering,
- Existing or upcoming industrial zones,
- ➤ Textile/mega-textile parks,
- Locations near existing clusters,
- New locations

#### Investment Promotion:

- ➤ Identifying and approaching potential investors through various means example, by reaching out directly to investors, through industry associations, email campaigns, social & print media, roadshows, webinars, etc.
- > Key target countries: Japan, South Korea and Taiwan
- ➤ Key Indian investors like Reliance, Welspun, RSWM, Sutlej, Jindal Worldwide, KPR mills, Shahi Exports, etc. that have not yet invested in the state.
- > Investors in traditional textile states of India e.g., Punjab, Tamil Nadu, etc. that are looking to invest elsewhere.
- > Sensitize local industrialists in expanding their businesses within the state

#### Strategic Tie-ups:

- > Tie-up with brands and retailers from India and overseas for Sourcing from the upcoming capacities in the state.
- ➤ Buyers can provide their specific requirements in terms of product types, capacities, compliances etc.
- > Target International brands like M&S, Gap, H&M, Zara, Levi's, Page **15** of **46**

VF Corp., PVH, Uniqlo, Decathlon, etc.

- Target Indian brands like Reliance Trends, Aditya Birla Fashions, Madura Garments, Arvind Fashions, Fab India, W, etc.
- > Tie-ups with other entities
- > Training agencies
- > International institutes
- > International exhibition organizers

#### **B.** Project Duration

Initial project duration will be 24 months. Based on mutual agreement/consent, the contract may be considered for extension for a further period of 12 months subject to requirements of the MPIDC, on account of satisfactory performance by the successful bidder on mutually agreed terms and conditions.

#### C. Resource Deployment

The selected firm shall deploy **two off-site experts and two on-site experts**, as listed in table below. The **on-site experts** are to be stationed at the Office Space allocated by the Department. The Department will provide the space, internet and printer with paper (for official purpose only). However, the selected firm must arrange themselves all supporting necessary things such as computer/laptop which is required for the day-to-day work.

#### **Key Experts & their deployment location**

Sr No	Position	Location
1.	Project Director (1 Nos)	Off-site
2.	Project Lead (1 Nos)	Off-site
3.	Textile and Investment Experts (2 Nos)	Bhopal, MPIDC HQ

**Note:** - The above deployment location can be changed by the Department from time-to- time as per requirement. If at any time, the Department feels that a resource is not up to the mark, a replacement will be demanded in writing and, the requirement shall be fulfilled within 4 weeks. The consultancy agency needs to provide CVs for all profiles.

#### D. Payment Terms will be as Under:

The payment of fee shall be made as under (percentage of total amount):

Sl. No.	Payment Schedule	Month	Amount Payable
1	Issuance of Work Order / LoA	Т0	-
2	Resource mobilization, submission of inception report and work-plan for the study	T0+1	20%
3	Quarterly progress report & presentation on the study findings for Quarter 1	T0+3	10%
4	Quarterly progress report & presentation on the study findings for Quarter 2	T0+6	10%
5	Quarterly progress report & presentation on the study findings for Quarter 3	T0+9	10%
6	Quarterly progress report & presentation on the study findings for Quarter 4	T0+12	10%
7	Quarterly progress report & presentation on the study findings for Quarter 5	T0+15	10%
8	Quarterly progress report & presentation on the study findings for Quarter 6	T0+18	10%
9	Quarterly progress report & presentation on the study findings for Quarter 7	T0+21	10%
10	Acceptance of the Final Consolidated Project Report by MPIDC	T0+24	10%
	TOTAL		100%

The payment as per above schedule shall be made only after submission of invoice by the selected bidder on satisfactory completion of activities/roles/duties as per mutually agreed milestones upto the stage of respective payment schedule, to the satisfaction of the Department.

#### E. Other conditions:

- a) In case additional work of similar nature arises in future during the tenure of the assignment, the Department may engage requisite number of additional full-time consultants or sector experts from selected bidder. The rate of increase/ decrease for hiring/dismissal of such manpower will be on pro-rata basis rates at the sole discretion of the Department.
- b) Any substitution in the team may only take place after taking written approval from the Department.
- c) The financial quote shall consider all expenses (except travel, accommodation expenses for official travels) and tax liability including GST etc.
- d) Payment of fee to consultant will be made on quarterly basis on receipt of invoice along with Monthly Progress Report.
- e) Consultancy firm would be required to submit a Progress report on work done on Quarterly basis by 10th day of following month.

## SECTION-IV BIDDER'S ELIGIBILITY CRITERIA AND METHOD OF SELECTION, EVALUATION PROCESS

# A. Eligibility Criteria (Essential):

The consultant should meet below criteria to be eligible to participate in the Bid:

Main Criteria	Experience Criteria	Supporting Documents to be submitted
Legal Entity	<ul> <li>A. The bidder must be a company registered in India, under the Companies Act 2013 or a partnership firm registered under the Limited Liability Partnership Act of 2008, and operating in India for the last 10 years, as of 31st March 2024.</li> <li>B. The bidder must have registered office in India.</li> </ul>	Article of Association or similar document and Proof of incorporation of the firm/ Company (Articles of
Financial Criteria	The Bidder should have a Minimum Average Annual Turnover of INR 10 Crores during the last three financial years (FY 2021-22, FY 2022-23, FY 2023-24) from Consulting/Advisory Services in India.	CA / Auditor Certificate certifying the Net worth and Turnover from Audited Consultative services. Profit & Loss account and Balance Sheet / statement showing revenues for FY 2021-22, FY 2022-23, FY 2023-24 certified by CA along with ITR of last three years.
Staff Strength	The Bidder should have Minimum 100 employees on roll	EPF Challan
Blacklisting	The Bidder should not have been blacklisted/banned/debarred/under investigation by any State Government or Central Government entity/ Public Sector Unit as on the bid submission end date.	Self-certification by the authorized signatory.

# B. Technical Evaluation Criteria

Sr. No	Criteria	Description	Max Marks	Scoring Criteria
1	Specific experience	Strategy, implementation, and policy related assignments done in Indian textile and apparel sector in the last 5 years. The agency should submit work orders and details of each of the project.	20	Each project will carry 1 mark, (max. 20 marks)
		Textile sector assignments done with Central or State Government or their bodies or industry association in last 5 years. The agency should submit work orders and details of each of the project	10	Each project will carry 2 marks, (max. 10 marks)
		Demonstrably good connections within the Indian and international textile and apparel sector, with the relationships required to execute the scope of work quickly and effectively.	10	Comparative assessment by Selection Committee (max. 10 marks)
2	Team composition (The educational qualifications of the resources are as per the table C. Evaluation of key personnel	<ol> <li>Project Director - Should have at least 30 years of experience of working with the textile industry in various capacities including at least 15 years as a consultant</li> <li>Project lead - Should have 20 years of experience of working with the textile industry in various capacities including at least 10 years as a consultant</li> </ol>	10	5 marks for each expert meeting the stated criteria, else 0 marks (The details of the resources)
	proposed for the project.)	3. Textile experts on roll: The agency should have sufficient on- roll textile engineers and fashion technologists with degree or diploma from reputed institutions. Agency should provide signed CVs of such consultants	10	Less than 10 consultants - 0 marks 10 to 15 consultants - 3 marks 15 to 20 consultants - 7 marks More than 20 consultants - 10 marks
3	Description of the Approach & Methodology	The bidder should explain their understanding of the objective and requirement of the assignment and the proposed methodology for carrying out the activities to achieve target goal.	30	30 - (Expert) - Demonstrates expert understanding of the RFP and proposes excellent and accurate customized solutions which address

		They should explain the technical approach and activities to be adopted to address the gaps.		25 - (Very Good) - Demonstrates a very good understanding of all issues relating to delivery of assignment.
				15- (Good) - Demonstrates a good understanding of most of the issues relating to the delivery of the assignment as per the requirements.
4	Work Plan	The proposed work plan should be consistent with the technical approach and methodology. It should propose the main activities of the assignment and expected outcomes.  Bidder should highlight the risks to delivery and include proposed mitigation.	10	Comparative assessment of Selection Committee based on submission (max. 10 marks)
	Total		100	

#### Note:

- 1. The assignments where the consultant has performed services as a transaction advisory shall not be considered as an Investment Promotion Project.
- 2. Projects directly awarded by Government agency/ agencies in India will only be considered. Tools developed for monitoring of infrastructure projects will not be considered. A single project/contract and extension(s), if any, under the same contract will be considered as one eligible assignment/project.
- 3. Documentary evidence of the assignments (completion certificate or copy of Agreement or Letter of Award) issued by the Central/State Government Departments or their agencies as mentioned in the criteria, duly certified by the authorized signatory of the bidding company/Chartered Accountant should be enclosed in support of all claimed projects.
- 4. Each assignment with necessary documentary evidence as mentioned (in Point 3) above, along with any subsequent extension(s) under the same project will be counted as separate projects for evaluation.

# C. Evaluation of key personnel proposed for the project.

Key Personnel	Criteria
Project Director (1 Nos)	<ul> <li>Post graduate degree in Textile Engineering/ Textile Management/ Industrial Management / Business Management other relevant subject with 30 years of experience of working with the textile industry in various capacities. including at least 15 years as a consultant</li> </ul>
Project Lead (1 Nos)	■ Post graduate degree in Textile Engineering/ Textile Management/ Industrial Management / Business Management other relevant subject with 20 years of experience of working with the textile industry in various capacities. including at least 10 years as a consultant
Textile and Investment Experts (2 Nos)	<ul> <li>Master's degree (MBA)/ Post graduate diploma in Management or equivalent master's degree from a recognized university or B-Tech in Textile Engineering/ Fashion &amp; Apparel Engineering/ Technical Textiles/ Similar disciplines.</li> <li>Minimum 03 years of experience in textile sector or 03 years of experience in Government Advisory role.</li> </ul>

#### D. Evaluation of Technical e-Bids

- 1. The evaluation of the e-Bids shall be carried out by MPIDC in two stages i.e. Technical & Financial.
- 2. The Technical presentation shall be done in the presence of the selected MPIDC representatives.
- 3. Technical bids under the following circumstances will be summarily rejected as being non-responsive:
  - Technical Bids of those bidders, who do not meet the eligibility criteria.
  - Technical bids unsigned and incomplete, not responding to the TOR fully & properly and those with lesser validity than that prescribed in the RFP.
- 4. In case of any discrepancies in the Technical proposal submitted by the bidder, MPIDC shall ask for the necessary clarification(s) via email.

#### E. Evaluation of Financial e-Bids

- 1. The financial e-Bids of the qualifying bidders who score more than 70 marks in the Technical Evaluation criteria shall be opened. The Bids shall be opened in presence of representative of the technically qualified Bidders who choose to attend. The names of the Bidders and the proposed prices shall be read-out and recorded when the financial proposals are opened.
- 2. The Bidders shall upload the Financials on the MP e-procurement website https://mptenders.gov.in/nicgep/app. It is mandatory to furnish the cost against all the particulars failing which the proposal shall be liable to be rejected. A separate excel sheet of Commercial Bid format has also been published along with the RFP as per Annexures and, the same is to be used for submitting the Commercial Bid. Filled commercial bid in .xls format shall have to be submitted on the MP e-procurement website https://mptenders.gov.in/nicgep/app. The bidders are advised not to provide financial quote in the technical proposal, else the bid will be rejected.
- 3. If there are conditions attached to any financial e-Bids, which shall have bearing on the total cost, the Bid Evaluation Committee (BEC), will reject any such e-Bids as non- responsive financial proposal. However, if the BEC feels it necessary to seek clarifications on any financial proposals regarding Taxes, Duties etc., the BEC may do so by inviting responses in writing.

#### F. Methodology for Award of Contract

In case of selection of consultant, the bidder would be technically evaluated out of 100 marks. Bids receiving 70 marks and above would qualify for

Financial Evaluation. The combined score will be calculated with weightage of the Technical Bids and Financial Bids in the ratio of 70:30. The methodology to calculate the combined score is listed below: -

The lowest Financial Proposal (**F**<sub>m</sub>) will be given a financial score (**S**<sub>f</sub>) of 100 points. The financial scores (**S**<sub>f</sub>) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm/F$$
;

- Wherein,  $S_f$  is the financial score,  $F_m$  is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.
- Proposals will be finally ranked in accordance with their combined technical
   (St) and financial (Sf) scores:

$$S = (St \times 0.7) + (Sf \times 0.30)$$

• Wherein S is the combined score,  $S_t$  is technical score (marks obtained by bidder as per technical evaluation criteria) and  $S_t$  is the financial score.

The bidder achieving the highest combined technical and financial score shall be declared as winner and shall be recommended for approval to the competent authority.

#### **G.** Contract Agreement

The Successful Bidder shall execute an Agreement (Format of Agreement is given in Annexure-VIII) on Rs 500/- Non-Judicial stamp paper purchased in the name of the Bidder in Madhya Pradesh only, within one week from the date of Letter of Acceptance issued by the Department.

The Successful Bidder shall not assign the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of the Department. The Department reserves its right to cancel the order either in part or full if this condition is violated.

#### H. Confidentiality

The selected consultant will treat as confidential all data and information obtained during the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Department.

#### SECTION – V STANDARD TERMS & CONDITIONS

Without limitation on the generality of this rule, consultant shall not be permitted to perform themselves directly or indirectly in totality or in part, by any of its associated company/Firm/society or any entity with business interest, any of the subsequent implementation job concerned with the Project, for which the Consultancy has been awarded to the Consultant.

#### A. Application

The proposal offer should contain all the work envisaged under the scope of work, those proposals giving only part of the work would be rejected. Detailed scope of work is mentioned in Section-III.

#### B. Conflict of Interest

The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultants should provide professional, objective and impartial advice and, at all times hold the client's interest paramount, without any consideration for future work. Also, in providing advice they should avoid conflicts with other assignments and their own corporate interests. Without limitation on the generality of the foregoing, consultants shall not be hired, under the circumstances set forth below:

- Conflict between consulting activities and procurement of goods, works or services: A Consultant/Consultancy firm/concern that has been engaged to provide goods, works or services for a project along with each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services.
- 2. Conflict among consulting assignments: As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project. Also, consultants assisting a client in the privatization of public assets shall neither purchase nor advise purchasers of such assets.

#### C. Unfair Competitive Advantage

Fairness and transparency in the selection process require that consultants or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the request for proposals and all information would be made available to all short-listed consultants together.

#### D. Disclaimer clause

The Employer or any of its officers, employees, contractors, agents or advisers, subject to any law to the contrary, shall not be liable for any loss or damage (whether foreseeable or not) suffered by any person acting on or

refraining from acting because of any information including forecasts, statements, estimates or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Employer or any of its officers, employees, contractors, agents or advisers.

#### E. Standards of Performance.

The consultant shall perform the services and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The consultant shall always act in respect of any matter relating to this contract as faithful advisor to the Department. The consultant shall support and safeguard the legitimate interests of the Department in any dealings with the third party. The consultant shall abide by all the provisions/rules etc. of the Information Technology Act prevalent in the country. The consultant shall conform to the standards laid down in the RFP in totality.

#### F. Consultant Personnel

- 1. The Consultant shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the requirement of project.
- 2. Without the consent of Client, no changes shall be made in the resources deployed on the project. If, for any reason beyond the reasonable control of the Consultant such as retirement, resignation, death, medical incapacity among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications on or before the last working day of the resource with approval from the Department.
- 3. Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
- 4. Substitution, will however be permitted if the Key Expert is not available for reasons of any incapacity or due to bad health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Department.

#### **G.** Operational Costs

Additional costs arising for the Project owing to travel, accommodation and stationery and other related expenses shall be borne by MPIDC.

#### H. Applicable Law

Applicable Law means the laws and any other instrument having the force of law in India as may be issued and in-force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Madhya

Pradesh.

#### I. Effectiveness of Agreement

The agreement (between the selected bidder and the Department) shall come into force on the date of signing of the agreement, unless the duration has been extended by the Authority on mutually agreed terms & conditions, subject to the performance of the obligations of the consultant in respect to the assignment.

#### J. Commencement of Service

The successful bidder shall deploy at least key resources, to start services, within a period of 15 days from signing of the agreement, unless otherwise agreed by the Parties.

#### K. Expiration and Extension of Agreement

Unless terminated earlier due to failure to commence services, the agreement shall expire when the services have been completed and, a period of 30 days has elapsed after all payments due under the agreement have been made.

After completion of the term of 24 months from the date of starting the services by the selected consultant and in terms of this agreement and, subject to consultant's mutual consent, the Department shall extend (maximum of 1 year) the agreement on expiry if required, to avail the services of the consultant for specific work or continuation of work carried-out during the operative period of agreement.

#### L. Assignment and Subcontracting

- 1. Consultant shall not assign or transfer this contract or part thereof to any other party without written consent of the Department.
- 2. For the purpose of the liabilities under this Bid, the Bidder will be considered as solely liable for delivery of all the components of the Bid and scope of work.

#### M. Intellectual Property Rights and Confidentiality

No services covered under the Contract shall be sold or disposed by the Consultant in violation of any right whatsoever of third party and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge, mortgage or lien.

The Department may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the Consultant owns in performing the Services. Notwithstanding the delivery of any Reports, Consultant can retain all intellectual property rights in the Materials (including any

improvements or knowledge developed while performing the Services) and in any working papers that Consultant compile and retain in connection with the Services in a manner not to reflect the Department's information in them.

The Department will treat all information submitted by the selected bidder as part of the Proposal or Services, in confidence and will require all those who have access to such material to treat the same in confidence. Any information, advise, recommendation or content of any reports, presentations or other communications the selected bidder provides under this agreement will be for the internal use only.

#### N. Governing Language

The Contract shall be written in English Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English.

#### O. Payment Terms

The payment as per the above schedule shall be made by the Department to the selected bidder on completion of satisfactory performance of all activities / roles / duties as per mutually agreed milestones up to the stage of respective payment schedule.

#### P. Termination of Contract

The Consultant's association with the Department will terminate in case of following conditions:

- 1. The term of Contract expires.
- 2. Performance is below expected level
- 3. Non-adherence to the timelines of the project.
- 4. Quality of work is not satisfactory and not acceptable.

#### Q. Termination by the Department

The Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not more than 3 0 days is given to the selected Bidder to rectify the breach):

- If the selected bidder fails to deliver all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by Department; or
- If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or
- If the selected Bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- If the selected Bidder commits breach of any condition of the Contract
- If Department terminates the Contract attributable to selected Page 28 of 46

bidder's performance in whole or in part, amount of Performance Guarantee shall be forfeited.

 However, the condition of Force Majeure shall be applicable on all the abovementioned terms and conditions.

#### R. Termination by the Selected Bidder

The selected Bidder may, by not less than 30 days written notice to the Department, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- Department is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days (or such longer period as the Consultant may have subsequently agreed in writing) of receipt of the notice from the selected Bidder by the Department specifying such breach.
- As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- The Department fails to comply with any final decision reached as a result of the Dispute Resolution mechanisms/proceedings/Arbitration and, if the same is not challenged under the provisions of the Arbitration and Conciliation Act, 1996.
- Upon termination of this Contract, Department shall make the payment to the Agency after offsetting penalties against these payments and, any amount that may be due from the Agency to the Department for the services rendered till the last date of working.

#### S. Termination for Insolvency, Dissolution etc.

The Department may at any time terminate the Contract by giving written notice of at least 30 days to the selected bidder if the selected bidder becomes bankrupt or otherwise insolvent or in case of dissolution of company or winding up of company or enters into any Contract with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into Liquidation or receivership whether compulsory or voluntary. In this event, termination will be without compensation to the selected bidder.

#### T. Liability of the Agency

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

#### **U.** Fraud and Corruption

The Bidder, if selected shall have Page 29 of 46 to observe the highest standard of

ethics during the selection and execution of such contract. The Department requires compliance with its policy in regard to corrupt and fraudulent practices.

#### The Department will

- 1. Reject a proposal for award if it determines that the successful bidder recommended for award is/was engaged in corrupt/fraudulent/coercive activities in getting the contract in question.
- 2. Cancel the successful bidder's contract if it at any time determines that its representatives are engaged in corrupt or fraudulent practices.
- 3. Declare a successful bidder ineligible, either indefinitely or for a stated period, for awarding a "Department" contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in getting or executing the "Department" contract.

#### V. Force Majeure

1. Definition: For the purposes of this assignment, "Force Majeure" means an event which is beyond the reasonable control of a Party and, which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

#### 2. Force Majeure shall not include:

a. any event which is caused by the negligence or intentional action of a Party or agents' employees thereof, nor any event which a diligent Party could reasonably prevent, avoid or remove both (A) take into account at the time of the conclusion of the Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. The Department will decide the eventuality of Force Majeure which will be binding on both the parties.

#### W. Disputes Resolution

1. Amicable settlement - The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this RFP or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation  $or_{Page \ 30 \ of \ 46} implementation of this agreement, the$ 

aggrieved party shall issue a written notice setting out the dispute/differences or claim to the other party. Parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 30 days from the date of receipt of written notice, the matter will be referred for Arbitration.

2. Arbitration - In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 including its amendments thereof. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by the Department, the other appointed by the successful bidder and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in English and, the award shall be made in English language. Arbitration proceedings shall be conducted at Bhopal. The arbitration award shall be final and binding on the Parties. The arbitrators may award to the Party that substantially prevails on merit its costs and reasonable expenses including reasonable fees for counsel. The parties agree that the extent and content of the arbitration and the terms of the order or award made in the arbitration shall, except as may be required by law, be kept confidential.

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

#### X. Jurisdiction of Courts

All disputes arising out of this agreement shall be subject to the jurisdiction of the courts at Bhopal, Madhya Pradesh.

#### Annexure-I

#### TECHNICAL PROPOSAL SUBMISSION FORM

#### **PROPOSAL SUBMISSION FORM**

To

The Managing Director,
MP Industrial Development Corporation,
21, Arera Hills
Bhopal

Ref: Submission of Proposal against your e-Bid

Dear Sir,

Having examined the RFP document we, the undersigned, herewith submit our response and our technical proposal (Bid) to your RFP for "Appointment of Project Management Unit for attracting large scale investments in Textile & Apparel Sector", (NIT No. MPIDC/Events/RFP-PMU-Text-Apprl/2024/177) in full conformity with the said e-Bid document.

- 1. Our proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal.
- 2. We would like to declare that we the Bidder (of this e-Bid) Company or any of its associated company/Firm/society or any entity do not have any business interest, association or link in any manner with the Department, its Officials or their family members, Bid Evaluation Committee members or their family members and none of the aforesaid are associated this e-Bid. We know and acknowledge that such bids will not be considered.
- 3. We would like to declare that we are not involved in litigation with, nor we are under a declaration of ineligibility by, any Central/State/UT Government in India for corrupt or fraudulent practices.
- 4. We hereby declare that we have not been blacklisted by any State/Central/UT Government, Dept./Organization/Institution nor any State designated agency, PSU of Central/State Government as on the bid submission end date.
- 5. We declare that we have not been charged with any fraudulent activities by any Central/State/UT Government Dept /Organization/Institution.
- 6. We hereby certify that we have taken steps to ensure that no person acting for

us or on our behalf will indulge in bribery or any prohibited acts and behavior and we shall be responsible for any such acts.

7. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988."

We understand that the Department is not bound to accept any or all bids received in response to this Tender.

- 8. We agree to abide by all the terms and conditions mentioned in the Request for Proposal Reference No. MPIDC/Events/RFP-PMU-Text-Apprl/2024/177 for "Appointment of Project Management Unit for attracting large scale investments in Textile & Apparel Sector of Madhya Pradesh for the MP Industrial Development Corporation" against this tender.
- 9. We agree to abide by all the terms and conditions of the e-Bid in case we are selected as PMU against this e-Bid by the Department.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory: Seal of Bidder Company

#### Annexure-II

#### **CONSULTANT'S GENERAL INFORMATION**

Sl#	Particulars	Description/Details	Ref. Documents	Page No.
Α	Name of Bidding			
	Company			
В	Contact Details			
	a. Address			
	b. Mobile/Telephone			
	c. Fax			
	d. Email			
	e. Website			
С	GSTIN Number of			
	the bidder			
D	Name of Managing			
	Director / CEO			
Е	Name, Designation &			
	email of Authorized			
	Signatory			

Signature
In the Capacity of
Duly authorized to sign proposal for and on behalf of
Date
Place

#### Note:

The Bidder must submit the following document to establish the legal status along with this Form:

- a. In case of a company, copy of the Certificate of Incorporation/Copy of Memorandum and Articles of Association of the Bidder.
- b. In case of a sole proprietorship firm, partnership firm or a Limited Liability Partnership firm, it should furnish copy of the registration certificate including partnership deed, GST certificate and IT returns for the preceding 3 (three) financial years (FY 2020-21, FY 2021-22, FY 2022-23) preceding the Proposal Due Date as a proof of identity.
- c. Copy of the Bidder's duly audited financial Statement for the preceding 3 (three) Financial Years (FY 2020-21, FY 2021-22, FY 2022-23).

## Annexure-III

# **TEAM COMPOSITION AND TASK ASSIGNMENTS**

# **Technical/Managerial Staff**

Sl.#	Name	Qualification	Position	Task
1			Project Director	
2			Project Lead	
3			Investment Promotion Expert	
4			Textile Sector Expert	

Signature
In the capacity of
Duly authorized to sign proposal for and on behalf of
Date
Place

**Note: -** Attach CV of the proposed Key Experts in the format provided below: -

# FORMAT OF CURRICULUM VITAE (CV) FOR KEY-PROFESSIONAL STAFF PROPOSED

Proposed Profile

	2.	Name of the Staff						
	3.	Date of Birth						
	4.	Nationality						
	5.	Qualification	S. No	Degree	Insti	tution	Y	ear
	6.	Member of professional associations						
	7.	Certification						
	8.	Languages	S No	Language	Read	Write		Speak
	9.	Employment	From (Year)	To (Yea	ir) Emp	loyer	Pos	sition Held
	10.	Description of Services on Relevant Projects						
I, the infe	ormati te:	ion: ersigned, certify that to on correctly describes n re of staff member and a	ne, my quali	fications and	d my exper	ience.		
_	onth/Y						_	-

Full name of staff member: .....

## Annexure-IV

# FORMAT OF PROJECT EXPERIENCE

Projects credentials relevant to the criteria should be attached (As specified in the Evaluation Criteria):

Project 1/2/....:

Name of the Client					
Project Name and					
Brief Description					
Activities					
performed by the					
bidder for the					
project					
Year (start date;					
end date)					
Duration					
Order value (INR)					
*Attach the work ord	er/LOI/Contract for the Assignment				
Signature					
In the capacity of					
Duly authorized to sign proposal for and on behalf of					
Date					
Place					

#### Annexure-V

## **FORMAT OF FINANCIAL CAPACITY**

# (On Letter Head of Chartered Accountant)

Sl. No.	Financial Years	Annual Turnover (Rs.)
1	2020-21	
1	2021-22	
2	2022-23	
3	2023-24	(Estimated)
	Average Turnover	

## **Certificate from the statutory Auditor**

This is to certify that	(name	e of	the
Applicant) has annual Turnover as shown above in the respective	years	from	the
Consulting/Advisory services in India.			

Date:

(Signature, name and designation of the authorized signatory)

Name and seal of the audit firm

(Supporting financial statements and relevant documents are to be furnished.)

#### Annexure-VI FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

Know all men by these presents, We,	(name of the firm and address of the
registered office) do hereby irrevocably constitute, no	minate, appoint and authorize Mr/Ms
(Name), son/daughter/wife of	and presently residing at
, who is [presently employed w	rith us and holding the position of
	einafter referred to as the "Attorney") to
do in our name and on our behalf, all such acts, deeds an	d things as are necessary or required in
connection with or incidental to submission of our Propo	osal for the "Appointment of Project
Management Unit for attracting large scale in	vestments in Textile & Apparel
Sector of Madhya Pradesh" proposed by the Dep	artment / MP Industrial Development
Corporation Ltd. (the "Authority") including but not licapplications, proposals, bids and other documents and other conferences and providing information / response Corporation Ltd., Bhopal, Madhya Pradesh, represent Industrial Development Corporation, signing and executous equent to acceptance of our Proposal, and generated Development Corporation, Bhopal, Madhya Pradesh in all to or arising out of our Proposal and/or upon award there AND, we hereby agree to ratify and confirm and do here things lawfully done or caused to be done by our said Attorney in exercise of the powers hereby conferred shabeen done by us.	d writings, participate in Bidders' and uses to the MP Industrial Development ing us in all matters before the MP ation of all contracts and undertakings erally dealing with the MP Industrial Il matters in connection with or relating eof to us. By ratify and confirm all acts, deeds and corney pursuant to and in exercise of the acts, deeds and things done by our said
IN WITNESS WHEREOF WE,, TI EXECUTED THIS POWER OF ATTORNEY ON THIS	
(Signature)	
(Name, Title and Address)	
Witnesses:	
1	
2	
Accepted [Notarised]	
(Signature)	
(Name, Title and Address of the Attorney)	

#### Notes:

- 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.
- 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 AFFIDAVIT UNDERTAKING**

(On Letter Head of the Bidder and signed by the Authorized Signatory)

Date:
To, The Managing Director, MP Industrial Development Corporation, Bhopal
Sub: "Appointment of Project Management Unit for attracting large scale investments in Textile & Apparel Sector of Madhya Pradesh"
Dear Sir,
I/We hereby declare that statements, project documents, credentials, documentary evidence, financial statements and other tender documents in the proposal are true, authentic to the best of my/our knowledge. I/We have not incorporated any information not undertaken by us, in the proposal. I/We, for the purpose of the said e-Bid, have not misled nor forged or misrepresented any information that has not been undertaken by us. For the purpose of the evaluation, the MP Industrial Development Corporation Ltd. has the right to verify the authenticity of the proposal submitted by us.
I / We confirm that I/ we have not been blacklisted / terminated / debarred by Central or State or UT Governments or PSUs or any of their agencies for any project. Further, it is also certified that I / We have not been found guilty of any criminal offence by any court of law.
I/We fully understand that in case of furnishing any false documents or statements, forging, misrepresentation & producing misleading information in the proposal, and failure to abide by the terms and conditions of the e-Bid, I/we are liable to any actions that may be taken against us by the MP Industrial Development Corporation, Bhopal.
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)

#### Annexure-VIII

#### **FORMAT FOR NON-COLLUSION CERTIFICATE**

(To be submitted on the Letterhead of the Bidder)

To

The Managing Director, MP Industrial Development Corporation, Bhopal

Sub: "Appointment of Project Management Unit for attracting large scale investments in Textile & Apparel Sector of Madhya Pradesh"

Dear Sir,

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

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this ....., 20....., 20.....

Name of the Bidder

Signature of the Authorized Person

NAME OF THE AUTHORISED PERSON

#### Annexure-IX

#### FINANCIAL PROPOSAL SUBMISSION SAMPLE FORM (BoQ)

Ref: Submission of Proposal against your RFP Reference No. MPIDC/Events/RFP-PMU-Text-Apprl/2024/177. Total Cost of Providing Consultancy Services as per the ToR and SoW mentioned in the RFP (MPIDC/Events/RFP-PMU-Text-Apprl/2024/177) for a period of two years. Our detailed financial proposal is as follows:

(Amount in Indian Rupees)

Manpower Rates						
S.no	Item description (1 person for 24 months)	Number of Resources	Unit	Basic rate	Amount without taxes	Total amount in words
1	Project Director	1	Man-month rate			
2	Project Lead	1	Man-month rate			
3	Investment Promotion Experts	1	Man-month rate			
4	Textile Sector Experts	1	Man-month rate			
TOTAL (INR)						

NOTE: Financial Proposal (quote) shall have to be given on the .xls format file of the MP e-procurement website https://mptenders.gov.in/nicgep/app.
Separate Excel Sheet has been provided for Financial Proposal (BOQ).

## Annexure - X

# **FORM OF AGREEMENT**

(To be executed on an On Non-Judicial Stamp	Paper of Rs 500/-by the successful Bidder)					
This agreement is made on thisday of2024 at Bhopal between M/s (Name of the Consultant Company selected						
through the bidding process against the RFF Unit for attracting large scale investments Pradesh for the MP Industrial Development ( "First Party", which expression shall include their successors AND, MP Industrial Development Corporation Ltd	P for "Appointment of Project Management in Textile & Apparel Sector of Madhya Corporation Ltd., Bhopal" referred to as the e his heirs, executors and administrators/					
the "Second Party", through Managing Direc assignees.						
That WHEREAS, the First Party will provide consultancy services/project Management services to the MPIDC, in accordance with all the terms and conditions contained in the RFP (Ref. No. MPIDC/Events/RFP-PMU-Text-Apprl/2024/177) and also the terms and conditions contained in the subsequent corrigendum and Work Orders issued by the Second Party to First Party and, the same shall be binding on the First Party and shall be the integral part of this agreement.						
IN WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THISDAY OFTWO THOUSAND AND TWENTY FOUR.						
Authorized Signatory of "First Party"	Authorized Signatory of "Second Party"					
Signature: Name and Address:	Signature: Name & Address:					
Witness for "First Party" Party"	Witness for "Second					
Signature: Name & Address	Signature: Name & Address:					

#### Annexure - XI

# FORMAT OF PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY PERFORMANCE GUARANTEE

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

Sub: Performance Bank Guarantee

Ref.: RFP No: MPIDC/Events/RFP-PMU-Text-Apprl/2024/177 Dated 21/08/2024

Dear Sir, M/s \_\_\_\_\_\_\_ (name of Agency), a company registered under the Companies Act, 1956, having its registered office at (address of the Agency) herein after

Companies Act, 1956, having its registered office at (address of the Agency) herein 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 Agency) is required to furnish an unconditional and irrevocable bank guarantee of amount 10% of purchase order in favour of MPIDC for an amount<>and guarantee the due performance by our constituent as per the contract and do 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 he has entered into the said contract with you, we (name and address of the bank), have agreed to issue this Performance Bank Guarantee. Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we 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 obligator 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  $P_{\rm age}$  45 of 46 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 count.

Dated	this	Day	20
Yours faithfully,			
For and on behalf of	the	Bank,	
(Signature) Designa	tion		

(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.