



MP INDUSTRIAL DEVELOPMENT
CORPORATION LTD.

REQUEST FOR PROPOSAL

For

“Appointment of agency for Project Management Unit for the Implementation of International Trade & Investment Facilitation Centre (ITIFC)”

On behalf of:

Department of Industrial Promotion and Investment Policy (DIPIP) and associated companies under DIPIP, Government of Madhya Pradesh

NIT No: MPIDC/IFC-RFP/2024/12-01

Issued 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 "Affiliate (s)" means an individual entity that directly or indirectly controls, is controlled by, or is under common control with the agency/Agencies/firm.
- 1.2 "Applicable Guidelines" means the policies of the State and Government of India governing the selection and Contract award process as set forth in this RFP.
- 1.3 "Applicable Law" means the laws and any other instruments having the force of law in the country.
- 1.4 "Agency" means a legally-established professional firm or an entity that may provide or provides the Services to the Client under the Contract.
- 1.5 "Client" means MP Industrial Development Corporation Ltd., the entity issuing this RFP and that will sign the Contract for the Services with the selected Agency.
- 1.6 "Contract" means a legally binding written agreement signed between the Client and the Agency and includes all the attached documents listed in its RFP and the Appendices.
- 1.7 "Data Sheet " means an integral part of the Instructions to Agency (ITA) that is used to reflect assignment conditions to supplement, but not to over-write, the provisions of the ITA.
- 1.8 "Day" means a calendar day.
- 1.9 "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Agency.
- 1.10 "Government" means the State Government of Madhya Pradesh.
- 1.11 "ITIFC" means International Trade & Investment Facilitation Centre, the project for which this RFP is issued.
- 1.12 "ODOP" means One District One Product, a key component of the ITIFC project.
- 1.13 "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the agency's proposal.
- 1.14 "Proposal" means the Technical Proposal and the Financial Proposal of the Agency.
- 1.15 "RFP" means this Request for Proposals prepared by the Client for the selection of Agency.
- 1.16 "Services" means the work to be performed by the agency pursuant to the Contract.
- 1.17 "TORs" (the Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Agency, and expected results and deliverables of the assignment.

2. Introduction and General Conditions

2.1 Introduction

- 2.1.1 The International Trade & Investment Facilitation Centre (ITIFC) project aims to enhance trade and investment opportunities in Madhya Pradesh. In this context, the client named in the Data Sheet intends to select an Agency, in accordance with the method of selection specified in the Data Sheet.
- 2.1.2 Interested Firms/ Consultants / Agencies involved in the similar activities are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Agency.
- 2.1.3 The Agency should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference as specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Agency's expense.
- 2.1.4 The Client will timely provide, at no cost to the Agency, the inputs, relevant project data, and reports required for the preparation of the Agency's Proposal as specified in the Data Sheet.

2.2 Conflict of Interests

- 2.2.1 The Agency is required to provide professional, objective and impartial advice, at all times holding the Client's interest paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 2.2.2 The Agency has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. Such disclosures should be submitted quarterly. The Client commits to working with the Agency to resolve or mitigate any disclosed conflicts in a fair and reasonable manner.
- 2.2.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Agency shall not be hired under the circumstances set forth below:

2.2.3.1 Conflicting Activities

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

2.2.3.2 Conflicting Assignments

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

2.2.3.3 Conflicting relationships

Relationship with the Client's staff: An Agency (including its Experts and Sub-Agency) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the MPIDC) who are directly or indirectly involved in any part of

- (i) The preparation of the Terms of Reference for the assignment,
- (ii) 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 Agency or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. Kindly refer the data sheet for the information on assignments. Agency is requested to contact MPIDC office for any kind of clarification related to this RFP.

2.4 Corrupt and Fraudulent Services

The MPIDC requires compliance with its policy in regard to corrupt and fraudulent practices.

3. Preparation of Proposals

3.1 General Considerations

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

3.2 Cost of Preparing Proposals

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

3.3 Language

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

3.4 Documents Comprising Proposals

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

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

3.5 One Proposal Only

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

3.6 Consortiums and Subletting

Consortiums are not allowed to participate in the bid. The Agency shall not Sub-Contract/Sub-let/Outsource the whole/ part of the Services mentioned in the Terms of Reference.

3.7 Proposal Validity

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

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

3.7.3 If it is established that any Key Expert nominated in the Agency's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation such Proposal shall be disqualified and rejected for further evaluation.

3.7.4 Extension of Validity Period

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

3.7.4.2 If the Agency agrees to extend the validity of its proposal, it shall be done without any change in the original proposal and with the confirmation of the availability of the Key Experts.

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

3.7.5 Substitution of Key Experts at Validity Extension

If any of the Key Experts become unavailable for the extended validity period, the Agency shall provide 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. If the Agency fails to provide a replacement of core/key resource with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

3.8 Clarification and Amendment of RFP

3.8.1 The Agency 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:

3.8.1.1 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.

3.8.1.2 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

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

3.9 Technical Proposal Format and Content

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

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

3.10 Financial Proposal

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

3.10.2 Price Adjustment: For this assignment, a price adjustment provision does not apply. That said for on further extension of the assignment, one-time 5% addition to the pro rata value quoted for the resource in the financial bid would be applicable. This value would be applicable for the extension period.

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

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

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

3.10.6 Ceiling for Financial Proposal The total financial proposal value shall not exceed INR 4 Crores (excluding GST) for the 24-month project period. Any proposal with a value exceeding this ceiling will be summarily rejected.

4. Submission, Opening and Evaluation

4.1 Submission of Proposals

- 4.1.1 The Agency shall submit a duly signed and complete Proposal comprising 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 agency shall duly 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 Agency should be aware that the electronic procurement system does not allow for any interlineations, erasures, or overwriting. Any modifications or revisions to the Proposal shall be done in accordance with 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 agency should not contact the client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to any agency who 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 Agency's personnel or anyone on behalf of the Agency to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing MPIDC's sanctions procedures.
- 4.2.3 Notwithstanding the above provisions, from the time of the Proposals opening to the time of Contract award publication, if an Agency wishes to contact 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 Agency's name, whose proposal has been received.

4.4 Proposals Evaluations

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

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.

- 4.4.2 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.
- 4.4.3 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 Pre-Qualification evaluation is completed, the Client shall notify those Agencies whose Proposals were considered non-responsive to the RFP and did not meet the prequalification criteria by sending a notification through the means indicated in the Data Sheet.
- 4.5.2 For the agencies satisfying the Pre-qualification criteria, technical evaluation would be carried out and Information relating to the Agency's overall technical score, as well as scores obtained for each criterion and sub-criterion would be shared. Financial Proposals of those Agencies whose Technical Proposals did not meet the minimum qualifying score shall not be opened. In such a case, a notification to that effect will be sent to the Agency. The Client shall simultaneously notify those Agencies 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 Agency'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 Agency's choice.
- 4.5.3 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 but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections would be allowed to be made to the Financial Proposal.

4.6.1.1 Lump-sum Contracts

The Agency 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 Agency'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.

4.9 Combined Quality and Cost Evaluation

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

4.10 Award of Contract

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

5. Data Sheet

1.	<p>Name of the client: MP Industrial Development Corporation Limited Ltd (MPIDC)</p> <p>Method of selection: Combined Quality cum Cost Based System (CQCCBS)</p>
2.	<p>Financial proposal to be submitted together with Technical Proposal: Yes, as per the process defined on the mptenders.gov.in</p> <p>Name of the assignment Appointment of Agency for Project Management Unit for the Implementation of International Trade & Investment Facilitation Centre (ITIFC)</p>
3.	<p>Start date for Purchase of RFP: 14-12-2024 (Saturday, 14th December 2024)</p>
4.	<p>A pre-proposal conference will be held: Yes</p> <p>Date of pre-proposal conference and last date of submission of pre bid queries: 20th December 2024 (Friday) Time: 03:00 PM at MPIDC Head Office, 21, Arera hills Bhopal</p> <p>Tender document can be downloaded from https://invest.mp.gov.in/ and https://mptenders.gov.in</p> <p>Contact person: Shri Vishal Singh Chauhan Executive Director (Investment Facilitation Centre) Telephone: 0755-2420303</p> <p>Alternate Point of Contact: Mr. Ankit Nigwal, Manager, MPIDC Email: investor.facilitation@mpidc.co.in</p>
5.	<p>1. Agencies are requested to visit the following URL for more information. https://invest.mp.gov.in/ & https://mptenders.gov.in</p> <p>2. Details of the project can be found in the ToR.</p> <p>3. Agencies are requested to contact MPIDC office for any kind of clarification, information on the project.</p>
6.	<p>This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchanges shall be in English language.</p>
7.	<p>Statement of Undertaking is required: Yes; as per the covering letter of Technical Proposal</p>
8.	<p>Participation of Sub-Agency, Key Experts and Non-Key Experts in more than one Proposal is permissible: No</p>

9.	Important Dates:		
	No.	Activity	Date/Time
	1.	Last date for Purchase of RFP	10th January 2025; 03:00 PM
	2.	Last date of submission of Proposal	10th January 2025; 03:00 PM
	3.	Date of opening of Technical Bid	13th January 2025; 03:00 PM
	4.	Date of Technical Presentation	16th January 2025 (Tentative)
5.	Date of opening of Financial Bid	17th January 2025 (Tentative)	
	Note: Presentation may be called from all the bidders. If a bidder is disqualified in the Pre-qualification criteria, then technical scoring will not be taken up for that bidder and Financial Bid will not be opened for that bidder.		
10.	Proposals must remain valid for 180 calendar days after the proposal submission deadline		
11.	In case the client feels that the proposal validity should be extended in order to get formal approval and go-ahead. MPIDC will send a confirmation mail to all Agencies. All Agencies may send their consent via email to extend the validity of the proposal for another 90 days.		
12.	Clarifications may be requested by 19 th December 2024 through email. All requests for clarifications shall be made via email (investor.facilitation@mpidc.co.in), as per the format below and in excelfile only.		
	S.no	RFP Ref/Page No	RFP Clause
			Clarification Sought/Query
13.	Online submission of proposals as per the process defined in https://mptenders.gov.in/		
14.	Project Duration: 24 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, which would be applicable for the extension period of 24 months (if extended)		
15.	Method of Selection: QCBS – 80:20		
16.	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.		
17.	<p>a) Agencies shall submit their Proposals electronically on the portal: www.mptenders.gov.in</p> <p>b) For participation in e-tendering, it is mandatory for prospective agencies to get registered on the website https://mptenders.gov.in/ . Therefore, it is advised to all prospective agencies to get registration by making on line registration fees payment at the earliest.</p> <p>c) Tender documents can be downloaded from website www.mptenders.gov.in and https://invest.mp.gov.in. However, a tender documents fee of Rs 10,000 /- (Rs Ten Thousand only) + GST is to be paid on www.mptenders.gov.in . Responses Without tender document fee bid will not be accepted.</p> <p>d) Service and gateway charges (including taxes) shall be borne by the Agency.</p>		

18.	<p>EMD</p> <p>a) Agency shall submit an EMD of Rs. 3 Lakh online through the eProcurement portal (website www.mptenders.gov.in).</p> <p>b) The bid will be disqualified if the EMD is not submitted within the stipulated timeline.</p> <p>c) Unsuccessful Agency's EMD will be released as promptly as possible, but not later than 90 days after the award of the contract to the successful Agency.</p> <p>d) The EMD may be forfeited in following cases – If an Agency withdraws its bid or increases its quoted prices during the period of bid validity or its extended period, if any; or In the case of a successful Agency, if it fails within the specified time limit to accept Letter of Intent or sign the Agreement.</p>
19.	<p>Performance Bank Guarantee</p> <p>a) The Agency 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, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled / nationalized Bank , of value equivalent to 10% of the Contract Value, acceptable to MPIDC, for the due performance and fulfillment of the contract by the successful Agency.</p> <p>b) Performance Guarantee should be valid up to 3 Months beyond the contract period.</p> <p>c) Performance Guarantee may be forfeited by the MPIDC, if the Successful agency fails to perform within the period(s) specified in the Contract, or within any extension thereof granted by the MPIDC pursuant to conditions of contract clause or if the Successful Agency fails to perform any other obligation(s) under the Contract.</p> <p>d) Except as provided above, a delay by the successful Agency in the performance of its delivery obligations shall render the successful Agency liable to the imposition of liquidated damages pursuant to conditions of Contract. The Agency 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.</p>
20.	<p>The Proposals must be submitted online no later than:Date: 10th January 2025 Time: 15.00 Hours India Standard Time (i.e. 3.00 PM)</p>
21.	<p>For participation in e-tendering, it is mandatory for prospective bidders to get registration on website www.mptenders.gov.in . Therefore, it is advised to all prospective bidders to get registration by making online registration fees payment at the earliest.</p> <p>a) Tender documents can be purchased only online and downloaded from website www.mptenders.gov.in by making online payment for the tender documents fee.</p> <p>b) Service and gateway charges shall be borne by the bidders.</p>

- c) 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.
- d) For further information regarding the issue of Digital Signature Certificate, the bidders are requested to visit website www.mptenders.gov.in. Please note that it may take up to 7 to 10 working days for issue of the Digital Signature Certificate. Department will not be responsible for the delay in the issue of the Digital Signature Certificate.
- e) If a bidder is going for e-tendering for the first time, then it is obligatory on the part of the bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- f) Bidders are requested to visit e-tendering websites regularly for any clarification and / or due date extension.
- g) Bidder must positively complete online e-tendering procedure at www.mptenders.gov.in
- h) Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatsoever.
- i) For any type of clarification bidders can visit www.mptenders.gov.in and connect with Help Desk at contact no. 0120-4001 002/005 and e-mail id: support-eproc@nic.in

22. Agencies are requested to upload the relevant documents in the space provided at www.mptenders.gov.in

1. Payment confirmation for EMD and Bid processing fees.
2. Technical Proposal including response for Pre-Qualification Criteria.
3. Financial Proposal.

23. Pre-Qualification criteria to be submitted along with the technical bid

Pre-Qualification Criteria (Eligibility Criteria)	Documents to be submitted
(a). For the purpose of this RFP document, a Business Entity shall mean a company registered in India under the Companies Act 1956 or 2013 or a partnership firm registered under the Limited Liability Partnership Act of 2008, and operating for at least last 5 years as of October 30, 2024 Please Note: No consortium is allowed.	Certificate of Incorporation or Memorandum, Articles of Associations or Registration with Sales tax /Goods and service tax authorities
(b). Important Financial Criteria 1. The agency should have positive net worth in last three financial years Financial Years (FY 23-24, FY 22-23, and FY 21-22)	Chartered Accountant certificate for Net-worth, Turnover, PAT and Turnover from Government Consulting Business should be

	<p>2. The agency should have Avg. Annual turnover of at least INR 5 crores for the last three Financial Years (FY 23-24, 22-23 and FY 21-22) from Indian operation in Business Consulting.</p> <p>3. The agency should have minimum average turnover of at least 1 crore from Government/Public Sector undertakings services in India in the last 3 financial years (FY 23-24, FY 22-23, and FY 21-22)</p>	<p>attached. Provisional Certificate from Chartered Accountant may be provided for financial year FY 23-24 in case Final audited figures are not available</p>	
	<p>(c) The agency must have on its payroll at least 20 professionally qualified professionals working in the any of the areas like Export Promotion, Export Facilitation, Investment promotion, Investor facilitation, Startup and new business setup facilitation, Lead Generation, Startup & Incubation consulting, with State or Central or their undertakings.</p>	<p>Declaration from HR as per Annexure. Certificates from HR for Point (a) as per the Annexure 6.1.5. The copy of relevant certifications to be attached.</p>	
	<p>(d). Experience of working in the any of the areas like Trade Promotion, Trade Facilitation, Investment promotion, Investor facilitation, Startup & Incubation Consulting with at least 1 state or Central government or their undertakings for a minimum period of 1 year in the last 5 years i.e. (FY 19-20 to FY 23-24)</p>	<p>Letter of Award and Certificate of Completion or Letter of Award and Experience Certificate issued by the client</p>	
	<p>(e). The agency shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies as on the date of submission of bid.</p>	<p>Declaration in this regard by the authorized signatory of the agency should be attached</p>	
<p>An online opening of the Technical and Financial Proposals will be conducted. All Agencies have an option to attend the opening of the Technical and Financial Proposals in person. All Proposal opening shall take place online at MPIDC office.</p>			

24.	<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: md@mpidc.co.in</p> <p>Contact Person: Shri Vishal Singh Chauhan Executive Director (Investor Facilitation Centre)</p> <p>Address of Communication: MP Industrial Development Corporation (A Govt.of M.P. Undertaking), 21, Arera Hills, Bhopal, 462011</p> <p>E-Mail ID: ed_investor.facilitation@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 Agency as well as the proposed solution must possess the requisite experience, strength and capabilities to meet the requirements as described in the Bidding document.</p>
26.	<p>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.</p> <p>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 agency whose solution fails to meet the mandatory specification shall be termed as non-responsive. The agency needs to provide compliance to all the mandatory requirements as per format of Pre-Qualification, Technical and Financial criteria.</p> <p>c. Agencies are expected to utilize the existing solution developed /data available with MPIDC as part of their proposed solution to the extent possible and propose new solution for MPIDC.</p> <p>d. The Evaluation Committee based on the technical evaluation framework mentioned in the table below shall evaluate each proposal and allot technical score as per the technical criteria.</p>

e. MPIDC will invite each agency to make a presentation at a date, time and locations determined by it. The purpose of such presentations and demonstrations 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. MPIDC would be able to establish the capacity and capability of the solution proposed, previous experience and the verification of claims made in response to the RFP by the agency. The Proposed team lead for the project will make the presentation before MPIDC

f. In the technical evaluation, it is mandatory for the agency to score at least 70% of the marks to be qualified to be considered for Financial Evaluation. Those Agencies who fail to attain this minimum score shall be technically disqualified and shall not be considered for further evaluation.

27. **Evaluation Criteria:**

S. No.	Description (Evaluation Criteria)	Maximum Score / Requirements
A.	Organization`s Experience	30
1.	Experience of undertaking assignments any of the areas like Trade Promotion, Trade Facilitation, Investment promotion Investor facilitation, Incubation & Startup Consulting with at least 1 state or Central or their undertakings 4 Mark for each work order subject to a capping of 8 marks	8
2.	Average annual turnover for the lastthree financial years 5 Crore: 5 Marks More than INR 5 Crore but less than 8 Crore : 10 Marks More than 8 Crore INR : 15 Marks	15
3.	Experience of working in Madhya Pradesh on government Trade, Investment & Incubation advisory projects of contract value of minimum INR 1 crore, in thelast five years.	7

	B	The presentation should contain the following heads 1. Approach and Methodology 2. Proposed Team 3. Project Plan 4. Way forward for execution of the activities mentioned in TOR 5. Support Plan for Trade & Investment Promotion in the state. 6. Quarterly reporting templates	20
	C	EXPERIENCE OF ON-SITE TEAM	50

“Evaluation of CV”

S. No.	Designation	Number of Resources (Core/keyTeam)	Minimum Requirements	Marking (Experience)	Marks per resource	Total Marks
1	Team Leader – 1	1	Minimum 12 years of trade & investment promotion experience MBA/Masters in International Business/ equivalent management qualification	Must have undertaken at least 2 projects in Trade & Investment Promotion assignments (5 marks for each project)	15	15
2	Onsite Senior Trade Advisor	1	MBA/ equivalent management qualification, with minimum 6 years of experience in strategy/consulting /advisory/Trade & Investment Promotion	Must have undertaken at least 1 project in Trade & Investment Promotion assignments (2.5 marks for each project)	5	5
3	Onsite Junior Trade Advisor	1	MBA/ equivalent management qualification, with minimum 4 years of experience in strategy/consulting /advisory/Trade & Investment Promotion	Must have undertaken at least 1 project in Trade & Investment Promotion assignments (2 marks for each project)	4	4

4	Trade & Investment Assistants	2	Bachelors/Masters qualification,with minimum 2 years of experience in strategy/consulting /advisory/Trade & Investment Promotion	Must have undertaken at least 1 project in Trade & Investment Promotion assignments (1.5 marks for each project)	3	6
5	Regional Investment & Trade Advisors	10	MBA/ equivalent management qualification, with minimum 3 years of experience in strategy/consulting/advisory/ Trade & Investment Promotion	Must have undertaken at least 1 project in the Trade & Investment promotion (1 mark for each project)	2	20
Total						50

Note:

1. Provided resources should be fungible i.e., can be moved from one function/ work to another, based on client (MPIDC) requirement.
2. The agency shall ensure that necessary laptops/IT devices and access to various data bases is available to the deployed resources for the execution of tasks assigned by MPIDC.
3. The invited consultants shall confirm the availability of all the core/ key resources included in the Proposal as a prerequisite to the negotiations. Failure to confirm the core/ key Personnel`s availability may result in the rejection of the Consultant's Proposal and the client proceeding to negotiate the Contract with the next-ranked bidder.
4. Notwithstanding the above, the substitution of core/ key resources at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the bidder, including but not limited to death or medical incapacity. In such a case, the bidder shall offer a suitable core/ key resource within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
5. No resource mentioned under core team would be allowed to be replaced before 1 Year, unless the person has resigned from the firm or met with circumstances outside the reasonable control of the firm including but not limited to death or medical incapacity. In such a case, suitable replacement has to be provided within 15 days of his/her last working day at MPIDC. In case of any negligence, the bidder would be levied a penalty of INR

50,000 per resource per month proportionate to the absence of the resource. Resignation from the deployed team member should be immediately reported to the client (copy of resignation letter should be submitted to the client within 10 days of resignation of the resource).

- 6.** The successful Bidder should notify MD MPIDC immediately if any resource assigned for the project resigns or is reassigned to any other assignment. A replacement resource should be provided before the relieving of the resource. Failure to do so will attract a penalty of 10000/- per resource per day.
- 7.** Before onboarding the replacement resource, the profile of the resource should be shared with MPIDC. With the prior Approval of MD, MPIDC the replacement resource should be onboarded.
- 8.** Subcontracting is not allowed for any of the resources/ position and core/ key resources should be on payroll of the Agency.
- 9.** All resources should be available full time at client location and mark their attendance on the biometric system/ register provided by MPIDC.
- 10.** MPIDC reserves the right to increase or decrease the resources.
- 11.** Travel expenses (post approval from MPIDC) incidental to the project would be paid up by MPIDC.
- 12.** Quarterly Progress Report (QPR) is to be submitted; Along with the detailed report, the QPR should also include a summary of the tasks undertaken by individual team members including their attendance

28.	<p>Deployment of Additional Resources and Subject Matter Experts</p> <p>MPIDC may request the agency to deploy additional resources or subject matter experts at district level or any other location within India as per project requirements. The deployment terms would be as follows:</p> <ul style="list-style-type: none"> ○ MPIDC can request deployment of additional resources with 1 month's advance notice ○ Resources can be deployed at district level or any location as required by MPIDC ○ The remuneration will be based on the category of resource requested: <ul style="list-style-type: none"> ▪ For Senior level resources: At par with Senior Trade Advisor rate (maximum Rs.1,50,000 per month) ▪ For Mid level resources: At par with Junior Trade Advisor rate (maximum Rs.1,00,000 per month) ▪ For Entry level resources: At par with Assistant rate (maximum Rs.60,000 per month)
29.	<p>Notifications to the Agency will be sent as following:</p> <p>(a) Agencies whose Proposals were considered non-responsive or did not meet the minimum qualifying technical score (70%) will be informed via email.</p> <p>(b) Agencies who have passed the minimum technical score will be invited to the opening of the Financial Proposal via email.</p> <p>Agencies 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 https://mptenders.gov.in/</p> <p>The procedure for notifying the Agency on the results of the Financial opening shall be sent via email.</p>
31.	<p>For the purpose of the evaluation, the Client will exclude Goods & 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>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p>

	<p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 80, and</p> <p>P = 20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
34.	Expected date for contract signing would be intimated to the successful bidder
35.	<p>Procedure for notifying unsuccessful Agency and for publishing the contract award information is as following:</p> <p>(a) Following the award, completion of the contract negotiations and contract signing, other agencies will be notified through email.</p> <p>(b) <i>Contract award information will be published on mptenders portal</i></p>
36.	Negotiation may be done on technical approach and methodology only. No financial negotiation shall be done at the time of negotiation. In case the resources are reduced at any stage of the project, billing would be done on pro rata basis on the number of resources deployed and number of days worked by them on the project, based on the value quoted for resource in the Financial bid
37.	<p>Maximum Contract Value:</p> <p>1. Core Team Implementation (15 resources):</p> <ul style="list-style-type: none"> - Financial proposal ceiling: INR 4 Crores (excluding GST) - Duration: 24 months - Any bid exceeding this amount shall be rejected <p>2. Additional Resources :</p> <ul style="list-style-type: none"> - As per framework defined in Point 28 of Data Sheet and man month rate of the resource quoted in the financial bid.

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)

S.No.	Items	Submitted (Yes/No)	Documentary Proof (Page No.)
1.	Agency's Particulars		
2.	Power of Attorney (PoA) authorizing the Signatory		
3.	Certificate of Incorporation or Memorandum of Articles of Associations		
4.	Copy of registration with sales tax / service tax authorities		
5.	Chartered Accountant certificate for Net-worth, Turnover, PAT and Turnover for last three years		
6.	Copy of the audited profit and loss account / balance sheet/ annual report of last three financial		
7.	Declaration from HR		
8.	Self-Declaration for not being blacklisted by any Government Entity		
9.	Pre-qualification Compliance Sheet		

6.1.2 Format for the Proposal Cover Letter (On Agency Letterhead)

To,

The Managing Director,

MP Industrial Development Corporation Ltd (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 product and 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 agency, we shall submit the PBG in the form prescribed in the RFP. We do hereby undertake, that until a contract is prepared and executed, this bid together with your written acceptance thereof, the Bidding Document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

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

Date:

Signature of Authorized Representative

Name of Agency:

Full Address:

Telephone No.:

6.1.3 Format for particulars of the Agency:

Details of the Agency		
A.	Name of the Agency	
B.	Address of the Agency	
C.	Year of Incorporation	
D.	Registration Number & Registration Authority	
E.	Legal Status (Public/Private/ LLP)	
F.	Name & Designation of the Authorized person to whom all 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 23-24
		FY 22-23
		FY 21-22
M.	GST number	
N.	PAN	
O.	EMD	Date
		Amount
		Reference Number

Date:

Signature of Authorized Representative

Name of Agency:

Full Address:

Telephone No.:

**6.1.4 Format for Declaration by Agency's HR
(On Agency Letterhead)**

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

Date: DD/MM/YYYY

Sub: Details of the staff as part of Pre-Qualification Bid for the Bidding Document

Ref:<<RFP Title>> (Bidding Document No:_____dated: / /

Sir,

We hereby declare that there are more than 20 professionally qualified professionals working in the any of the areas like Investment promotion, Investor facilitation, New Lead Generation for State owned Industrial Corporations, Investor handling, Government Policy making, Single Window Systemdevelopment, Reducing Regulatory compliance Burden, Startup Consulting, Trade & Export Promotion, MoU Follow up, Government Process Reengineering, Incubation Management, Consulting assignment, Project Management Support with state or Central government or their undertakings as full-time employee and are on ourpayrolls. Further, we hereby declare we have sufficient number of resources who are professionally qualified, and are experienced in the field of investment promotion, investor facilitation, Policy formulation, Branding/Marketing states as investment destination.

Date

Signature of Authorized Representative

Name of Agency:

Full Address:

Telephone No.:

6.1.5 Format for Self-declaration by Agency for not being Blacklisted(On Agency Letterhead)

To

Managing Director,

MP Industrial Development Corporation Ltd (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 _____, here by 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 Agency:

Full Address

Telephone No.:

6.1.6 Format for Statement of No Deviation from the Bidding Document (On AgencyLetterhead)

To

Managing Director,

MP Industrial Development Corporation Ltd (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 << Agency name>>, is in complete agreement with the RFP and the corrigendum(s) issued thereof and there is no deviation what so ever.

Date:

Signature of Authorized Representative

Name of Agency:

Full Address Telephone

No.:

6.2 Formats for the Technical Proposal

6.2.1 Checklist for Technical Proposal

S.No.	Items	Submitted (Yes/No)	Documentary Proof (Page No.)
1	Proposal Cover Letter		
2	Technical Compliance Sheet		
3	Relevant Project Experience – 1. 2. 3. 4.		
4	Proposed Team Structure, Deployment Plan and CVs of key proposed resources		
5	Approach and Methodology		
6	Project Plan		

6.2.2 Format for compliance sheet for Technical proposal

S. NO.	Description (Evaluation criteria)	Submission status (Yes/No)	Page No.
I	Proposed response should be in compliance with all the Mandatory items		
A	Organization's Experience		
1.	Experience as per Data Sheet.		
B	Proposed Team Deployment		
1	Agency's proposed resources for the project shall be considered for evaluation of the proposal		
C	Proposed Solution		
1.	<p>Technical presentation</p> <p>Proposed Team Lead will make the presentation. The presentation should contain at least the following heads:</p> <p>Technical Presentation</p>		

<p>The presentation should contain at least the following heads</p> <ol style="list-style-type: none"> 1. Approach and Methodology 2. Proposed Team 3. Project Plan 4. Way forward for execution of the activities mentioned in TOR (as per corrigendum) 5. Support Plan for Trade and Export Promotion 6. Quarterly reporting templates 		
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6.2.3 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)	
<p>Supporting Documents enclosed (√):</p> <p>Work Order received from Client/ Copy of Contract signed between Implementation Partner and client</p> <p>Scope of Work highlighted(Y/N)</p> <p>Period of Contract Highlighted(Y/N)</p> <p>Other (if any)</p>	

6.1.1 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	Proposed Profile																
2	Name of staff:																
3	Date of birth:																
4	Nationality:																
5.	Qualification:	<table border="1"> <thead> <tr> <th>S. No.</th> <th>Degree</th> <th>Institution</th> <th>Year</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S. No.	Degree	Institution	Year	1.				2.						
		S. No.	Degree	Institution	Year												
		1.															
2.																	

6.	Membership of professional associations:					
7.	Certification:					
8	Languages					
		S. No.	Language	Read	Write	Speak
9	Employment					
		From (Year)	To (Year)	Employer	Position Held	
10	Description of Services on Relevant Project					

Detailed Resume of Resources (please provide separately for each resource)

6.2 Format – Financial Proposal

6.2.1 Indicative Format for Price Bid:

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

S.no	Item Description	Unit	Amount in figures	Amount in words
1	Total lump sum rate for 2 years	Job as per scope of work		
Total				

Note

1. The Financial Proposal is inclusive of all out of pocket expenses incurred by the bidder towards travel, documentation and communication.
2. The Financial Proposal shall not include GST which shall be payable extra by MPIDC (service recipient part only, as per the current norms).
3. In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.
4. The total bid value should not exceed INR 4 Crores (excluding GST). Bids exceeding this ceiling will be rejected

6.2.2 Format for Performance Security

[Date]

To

Managing Director,

MP Industrial Development Corporation Ltd (MPIDC) ,21,

Arera Hills, Bhopal,

Madhya Pradesh – 462011

Sub: Performance Bank Guarantee

Ref: <<RFP Title >>(Tender No: _____ Dated: ___ / ___ / ___)

Dear Sir,

M/s. (name of Agency), a company registered under the Companies Act, 1956, having its registered office at (address of the Agency),(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 (MP 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..... 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 27 months.

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

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

We the guarantor, 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 thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained 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 forbear 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. Notwithstanding anything contained herein, our liability under this Performance Bank Guarantee shall not exceed amount INR << >>.

The PBG shall remain valid during the entire warranty period (27 months); 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. 27 months 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.

Datedthis 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)

7.1 Introduction:

7.1.1 The International Trade & Investment Facilitation Cell (ITIFC) is envisioned as a comprehensive platform that will integrate export promotion, investment attraction, and local product development under one umbrella. By leveraging modern trade intelligence systems and fostering a conducive business environment, the ITIFC aims to catapult Madhya Pradesh into the forefront of India's export landscape.

7.1.2 The primary objectives of the ITIFC Project Management Unit (PMU) are:

- **Export Enhancement:** To significantly increase Madhya Pradesh's share in India's total exports
- **ODOP Promotion:** To identify, develop, and promote unique products from each district of Madhya Pradesh, enhancing their market reach both domestically and internationally.
- **Trade Intelligence:** To establish a robust trade intelligence system that provides real-time market insights, export opportunities, and strategic information to local businesses and policymakers.
- **Capacity Building:** To enhance the export readiness of local businesses through targeted training programs, workshops, and personalized guidance.
- **Investment Attraction:** To position Madhya Pradesh as a premier investment destination in India by streamlining processes, providing end-to-end facilitation, and showcasing the state's unique advantages to potential investors.
- **Startup Facilitation:** To catalyze the growth of export-oriented startups by providing comprehensive support including mentorship, market access, funding connect, and incubation assistance, transforming innovative ideas into successful global businesses.
- **Ecosystem Development:** To foster a vibrant ecosystem that supports trade and investment, including strengthening linkages between academia, industry, and government.
- **Digital Transformation:** To leverage digital technologies for creating an efficient, transparent, and accessible trade and investment facilitation platform.

7.2 Scope of Work:

The scope of work for the ITIFC Project Management Unit is divided into three key components:

7.2.1 Export Facilitation Cell

a) MP Trade Portal – Trade Intelligence Platform

- Design, develop, and launch a comprehensive MP Trade Portal
- Integrate real-time trade data, market intelligence, and export opportunities
- Implement user-friendly interfaces for exporters, importers, and policymakers
- Regular updates and maintenance of the portal

b) Export Helpline

- Establish and operate a dedicated export helpline
- Train helpline staff on export procedures, documentation, and common issues
- Develop a knowledge base for quick resolution of queries
- Implement a ticketing system for query tracking and resolution

c) Conceptualize and Implement “Mission Export from MP”

d) Export Promotion Action Plan Implementation

- Develop a detailed strategy for implementing the Export Promotion Action Plan
- Set up monitoring mechanisms to track progress of action plan implementation
- Coordinate with various departments for smooth execution of the plan
- Provide regular updates and suggest course corrections as needed

e) Export Preparedness Index

- Coordinate data collection and submission for Export Preparedness Index 2024 and 2025
- Analyze Madhya Pradesh's performance in previous indices
- Develop strategies to improve the state's ranking
- Conduct regular assessments to track progress on various parameters of the index

f) Drafting MP's Export/ODOP Policy

- Review existing national and state-level export/ODOP policies
- Conduct stakeholder consultations to gather inputs
- Draft a comprehensive Export Policy for Madhya Pradesh
- Facilitate the approval process and develop an implementation roadmap

g) Trade Promotion Activities

- Organize trade missions and buyer-seller meets
- Facilitate B2B matchmaking between MP exporters and international buyers
- Conduct capacity building programs and boot camps for exporters
- Develop a calendar of trade promotion events and ensure their execution

h) International/National Event Participation

- Identify relevant international and national export and trade-related events
- Assist MP exporters in participating in these events
- Coordinate logistics, booth setup, and promotional materials
- Facilitate follow-ups and deal closures post-event

i) Export Data Repository

- Develop and maintain a comprehensive export data repository
- Collect data from various sources including customs, IECs, and industry associations
- Analyze export trends, identify high-potential sectors and markets
- Generate regular reports and insights from the repository

j) Exporter Support Services

- Provide guidance on export procedures, documentation, and compliance
- Offer counseling on identifying potential markets and buyers
- Assist in resolving export-related issues and bottlenecks

- Develop and distribute export guides and informational materials

7.2.2 One District One Product (ODOP) Cell

a) ODOP Accelerator Program Development and Implementation

- Design customized training modules addressing specific needs of ODOP enterprises
- Organize and facilitate capacity building workshops, seminars, and training sessions
- Provide mentorship and coaching services to ODOP entrepreneurs
- Conduct training needs assessments and design comprehensive programs

b) Market Linkages and Trade Promotion

- Conduct market research to identify potential domestic and international markets
- Identify and engage with potential buyers, retailers, and distributors
- Coordinate participation in trade fairs, exhibitions, and industry events
- Facilitate B2B matchmaking between ODOP enterprises and potential buyers

c) Brand Development and Marketing

- Develop branding strategies and brand identity materials for ODOP enterprises
- Design and execute digital marketing campaigns and online promotional activities
- Create product catalogs, brochures, and other promotional materials
- Leverage social media platforms and e-commerce channels for product promotion

d) Product Development and Innovation

- Facilitate product development and quality improvement initiatives
- Promote innovation and value addition in ODOP products
- Assist in obtaining necessary certifications (e.g., GI tags, organic certifications)
- Support the development of new product lines based on market demand

e) ODOP Enterprise Support

- Create and maintain a database of ODOP enterprises in each district
- Provide guidance on business management, financial planning, and scaling operations
- Assist in technology adoption and process improvements
- Facilitate access to credit and government schemes for ODOP enterprises

7.2.3 Trade & Investment Facilitation Cell at Division/District Level

a) Investment Promotion and Facilitation

- Develop division/district-specific investment promotion strategies
- Identify and showcase investment opportunities in each division
- Provide end-to-end support to potential investors
- Organize investor roadshows and participate in investment summits

b) Trade Facilitation

- Identify and promote export potential in each division
- Assist local businesses in accessing domestic and international markets
- Facilitate trade-related infrastructure development at the division level

c) Coordination with MPIDC Headquarters

- Act as a liaison between MPIDC HQ and regional/district offices
- Communicate state-level strategies and initiatives to divisional teams
- Provide regular updates to HQ on regional implementation progress and challenges
- Participate in state-level planning meetings and contribute divisional insights

d) Support to Regional Offices and District-level Centers

- Assist in implementing HQ-directed trade and investment promotion initiatives
- Provide guidance on adapting state strategies to local contexts
- Facilitate resource allocation and technical support as needed
- Conduct capacity building programs for regional and district-level staff

8. Deliverables, Penalties and Payments

In consideration to the services performed by the agency, the agency would be required to submit Quarterly progress report (QPR) and would be eligible for the payments as per the payment Schedule.

Payment Terms

(T – Date of issue of work order or agreement signing date – whichever is earlier)

S.No.	Milestone	Timeline	Payment %
1	Quarterly progress report	Quarterly	On submission of QPR, the payment shall be released in equal quarterly instalments

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, DIIP would be binding to both the parties.
3. The payment as per the above schedule shall be made based on the successful submission of quarterly progress report and invoice.
4. The reports and deliverables are required to be submitted in Hard Copy and Soft copy
5. Standard deduction shall be made as per the prevailing rules.

Penalty for Delay

The compensation shall be levied on the consultant at the rate of 0.25%/ per month of delay limited to a maximum 5% of the total consultant fees, apart from above penalty for any negligence in quality of work shall be levied on the consultant to additional 5% of total consultant fee.

9. Draft Agreement

Project Name: "Appointment-of-Agency-for Project Management Unit for the Implementation of International Trade & Investment Facilitation Centre (ITIFC)"

RFP No :

Contract No.

MP Industrial Development Corporation Ltd. (MPIDC)

And

[Name of the Agency]

Dated: _____

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

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

WHEREAS

- (a) MPIDC vide its Request for Proposal (RFP) for providing services as defined in this Contract for engaging an agency for providing Implementation support for various initiatives taken by MPIDC for facilitating trade and export in the state for Department of Industrial Promotion and Investment Policy (DIPIP), MPIDC and associated companies under DIPIP.
- (a) MPIDC has requested the Agency to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) The agency, having represented to MPIDC that has the required professional skills, expertise and technical resources, has agreed to provide the services on the terms and conditions set forth in this Contract;

NOW THEREFORE

the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of thisContract:
 - a. The General Provisions of Contract
 - b. Commencement, Completion, Modification and Termination of Contract
 - c. Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Personnel
 - Appendix C: RFP, Corrigendum of RFP and Response Submitted for the RFP and its corrigendum
 - Appendix D: Submitted Financial Proposal

1. General Provisions

1.1 Definitions

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

- a. "Applicable Guidelines" means the policies of the State and Government of India governing the selection and Contract award process as set forth in this RFP.
- b. "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- c. "MPIDC" means MPIDC the implementing agency that signs the Contract for the Services with the Selected Agency.
- d. "Agency" means a legally established professional consulting firm or entity selected by MPIDC to provide the Services under the signed Contract.
- e. "Contract" means the legally binding written agreement signed between MPIDC and the Agency and which includes all the attached documents listed in the Form of Contract (General Provision, Commencement, Completion, Modification and Termination of Contract , and the Appendices).
- f. "Day" means a working day unless indicated otherwise.
- g. "Personnel" means, collectively, Key Personnel, Non-Key Personnel, assigned by the Agency to perform the Services or any part thereof under the Contract.
- h. "Government" means the government of Madhya Pradesh state.
- i. "Party" means MPIDC or the Agency, as the case may be, and "Parties" means both of them.
- j. "Services" means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A
- k. "Third Party" means any person or entity other than the Government, MPIDC, the Agency.
- l. All terms and words not defined herein shall, unless the context otherwise requires have the meaning assigned to them in the RFP

1.2 Relationship between the Parties

- 1.2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between MPIDC and the Agency. The Agency, subject to this Contract, has complete charge of the Personnel, performing the services and shall be fully responsible for the Services performed by them or on their behalf here under.
- 1.2.2 Rights and Obligations of MPIDC and the Agency shall be as set forth in the Contract, in particular:
 - 1.2.2.1 The Agency shall carry out the services in accordance with the provisions of the Contract; and
 - 1.2.2.2 MPIDC shall pay agreed fee to the Agency in accordance with the agreement.
 - 1.2.2.3 If MPIDC needs to send any deployed resource on tour, the cost of such tour related to project, travel of any Personnel, with the prior approval of MD MPIDC, shall be borne by MPIDC. Such expenses undertaken for the travel can be claimed directly at MPIDC outside the above quoted costs.

1.3 Governing Law and Jurisdiction

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

1.4 Language

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

1.5 Table of Contents and Headings

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

1.6 Communications

- 1.6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause 1.4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person or through official email to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Contract.
- 1.6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the Contract.

1.7 Authorized Representatives

- 1.7.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by MPIDC or the Agency may be taken or executed by the officials specified in the Contract.
- 1.7.2 MPIDC may from time to time designate one of its officials as MPIDC Representative unless otherwise notified MPIDC Representative shall be:

Managing Director
MP Industrial Development Corporation Ltd.

(A Government of Madhya Pradesh Undertaking)²¹
Arera Hills, Bhopal, Pincode – 462011 Madhya
Pradesh (India)
Tel (91) 755-2575618
Fax (91) 755-2559973
E-mail: md@mpidc.co.in & itcell@mpidc.co.in

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

1.8 Taxes and Duties

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

1.9 Corrupt and Fraudulent Practices

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

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

2.1 Effectiveness of Contract

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

2.1.2 **Time Frame:** The total time period of the project/ assignment shall be 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, which would be applicable for the extension period of 24 months (if extended) .

2.2 Commencement of Services

- 2.2.1 The Agency shall place at MPIDC Bhopal or its other offices Team leader along with other onsite resources as per the requirement annexed to this Contract to perform/discharge Roles and Responsibilities described in the RFP and shall commence the services from the Effective date of agreement and the remaining resources may be placed within 50 days. The agency should ensure if any work is allocated by MPIDC during this time, the same should be delivered by the deployed team.
- 2.2.2 MPIDC, if required, reserves the right to increase/decrease the number of 'Personnel' based on price discovery in this tender at any stage of project.

2.3 Termination of Contract for Failure to Commence Services

If the Agency does not commence the services within the period specified in Contract above, MPIDC may, be not less than 30 days' notice to the Agency, terminate this Contract and in the event of such Termination, the Bid security as well as the Performance Security of the Agency shall stand forfeited.

2.4 Expiration of Contract

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

2.5 Entire Contract

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

2.6 Modifications or Variations

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

2.7 Force Majeure

2.7.1 Definition

- 2.7.1.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to pandemic, war, riots, civil disorder,

earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, logouts or other industrial action are within the power of the party invoking Force Majeure to prevent) confiscation or any other action by Government agencies.

2.7.1.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably prevent, avoid or remove (have been expected to both a) take into account at the time of the conclusion of this Contract, and b) avoid or overcome in the carrying out of its obligations hereunder)

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

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

2.7.2 No Breach of Contract

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

2.7.3 Measures to be taken

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

2.7.3.2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

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

2.7.4 Payments

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

2.7.5 Consultation

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

2.7.6 Suspension of Contract

MPIDC may, by written notice of suspension to the Agency, if the Agency shall be in breach of this Contract or shall fail to perform any of its obligations under the Contract, including the carrying out of the Services, provided that such notice or suspension (i) shall specify the nature of the breach or failure and (ii) shall provide an opportunity to the Agency to remedy such breach of failure within a period not exceeding (30) days after receipt by the Agency of such notice of suspension. The Agency shall not be entitled to receive payment for the suspension period.

2.7.7 Termination of Contract

2.7.7.1 By MPIDC

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

- 2.7.7.1.1 The Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to clause 2.7.6 herein above, within thirty (30) days of receipt of such notice of suspension or within such further period as MPIDC may have successfully granted in writing.
- 2.7.7.1.2 The Agency becomes insolvent or bankrupt or enters into any Contract with its creditors.
- 2.7.7.1.3 for relief of debt or take advantage of any law for the benefit of debtors or goes into Liquidation or
- 2.7.7.1.4 receivership whether compulsory or voluntary
- 2.7.7.1.5 The Agency submits to MPIDC a statement which has a material effect on the rights, obligations or interests of MPIDC and which the Agency knows to be false.

2.7.7.2 By the Agency

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

- 2.7.7.2.1 MPIDC is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days of receipt of letter specifying such breach (or such longer period as the Agency may have subsequently agreed in writing).
- 2.7.7.2.2 MPIDC fails to comply with any final decision reached as a result of arbitration pursuant to Clause 3.7.6 hereof, if the same is not challenged under the provisions of the Arbitration and Conciliation Act, 1996.
- 2.7.7.2.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.7.7.1 and 2.7.7.2 hereof, or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except

- (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii)

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

2.7.7.2.4 Cessation of Services

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

2.7.7.2.5 Payment upon Termination

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

2.7.7.2.6 Dispute Resolution

2.7.7.2.6.1 Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or connection with this Contract or the interpretation thereof. In the event a dispute difference or claim arises in connection with the interpretation or implementation of this Contract, the aggrieved party shall issue a written notice setting out the dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of the receipt of written notice, the matter will be referred for Arbitration.

2.7.7.2.6.2 Arbitration

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

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

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

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

3. Obligations of the Agency

3.1 General

3.1.1 Standards of Performance

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

3.1.2 Terms of Reference

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

3.1.3 Applicable Law

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

3.1.4 Conflict of Interest

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

3.1.5 Confidentiality

The Agency and its personnel shall not during the term of the Contract or thereafter disclose any proprietary information, including information relating to reports, data, drawings, design software or any other material, whether written or oral, in electronic or magnetic format, and the contents thereof, and any reports, digests or summaries created or derived from any of the foregoing that is provided by MPIDC to the Agency, and a personnel of Agency any information provided by or relating to

MPIDC, its technology, technical processes, business affairs or finances or any information relating to MPIDC's employees, officers or other officials or other professionals or suppliers, customers, or contractors of MPIDC, and any other information which the Agency is under an obligation to keep confidential in relation to the project, the services or this Contract ("confidential information") without the prior written consent of MPIDC.

3.1.6 Liability of the Agency

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

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

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

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

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

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

3.1.8 Core Team

Resource may be replaced only after 12 months of his/her deployment, if the person has resigned from the firm or met with circumstances outside the reasonable control of the firm including but not limited to death or medical incapacity. In such case, suitable replacement has to be provided with same/higher qualifications and experience (with the permission of MD MPIDC). Resignation from the deployed team member should be immediately reported to the client (a copy of resignation letter should be submitted to the client within 10 days of resignation of the resource).

4. Payment to the Agency

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

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

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

Payment Schedule

(T – Date of issue of work order or agreement signing date – whichever is earlier)

S.No.	Milestone	Timeline	Payment %
1.	Team mobilization fees	T+ 15 days	5% of the total project cost against BG which shall be recovered in 10 equal instalments quarterly
2.	Quarterly basis - progress report	Quarterly	On submission of QPR, the payment shall be released in equal quarterly instalments

Penalty, if applicable, would be imposed as per the Section 8 of the RFP. Note:

- Any dispute regarding payments would be referred to MD MPIDC, who would take a decision in this regard. If not resolved at this level, then the final decision will be taken by the Principal Secretary, Department of Industrial Policy and Investment Promotion (DIPIP), which will be binding to both the parties.
- The payment as per above schedule shall be made based on Quarterly Progress Report.
- It is hereby clarified that the entire contract value shall be paid to the Agency after the expiry of the second anniversary of the contract and completion of the work.

- MPIDC may provide necessary information, as required for this assignment, to the selected Agency. However, the primary responsibility of collecting such information shall be of Agency only.
- The reports and deliverables are required to be submitted in both Hard copy and soft copy.
- The above committee may recommend to deduct the amount of payment in particular quarter in case of incomplete or unsatisfactory delivery of services or delay in delivery of services. This provision shall apply to any additional cost arising out of increase in scope of work/deliverables or manpower.

5. Currency of Payment

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

6. Severability

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

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

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

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

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

7. Jurisdiction of Courts

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

8. Performance Security

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

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

Signed, Sealed and Delivered Signed, Sealed and Delivered For and

on behalf of Agency For and on behalf of Agency

(Signature of Authorised Representative)

(Signature of Authorised Representative)

-----	Managing Director MP Industrial Development Corporation Ltd. (Government of Madhya Pradesh Undertaking) 21 Arera Hill, Jail Road Bhopal-462011 Madhya Pradesh (India) Tel (91) 755-2575618 Fax (91) 755- 2559973

Witnesses:

1. Signature:	
Name:	
Address:	

2. Signature:	
Name:	
Address:	

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

Note this is a Draft Agreement for reference purposes of the participating agencies, Final draft of the agreement would be shared with Successful bidder prior to the signing of the agreement.