

Corrigendum - 01

Date: 15/09/2022

NIT No. 81 dated 10/09/2022

MPIDC/Event -RFP/2022/81 (Tender ID: 2022_MIDCL_221480_1)

Name of Work: "Appointment of Agency to work as Knowledge Partner for Investment Promotion, Policy support, Branding & Investor Facilitation for Department of Industrial Policy and Investment Promotion (DIIP), MPIDC and associated companies under DIIP" (Second Call)

With reference to above tender, a response against pre-bid queries received from different agencies is annexed herewith.


General Manager

Annexure-1

Response to Pre-bid queries meeting dated 14.09.2022 related to RFP For Appointment of Agency to work as Knowledge Partner for Investment Promotion, Policy support, Branding & Investor Facilitation for Department of Industrial Policy and Investment Promotion (DIPI), MPIDC and associated companies under DIPIP		MPIDC's Response		
St.No.	RFP Ref. / Page No.	RFP Clause	Clarification Sought/ Query	MPIDC's Response
1	2.5- Eligibility Page No. 5	The agency will have to ensure that the resource deployed for the assignment receives at least 50% of the quoted remuneration in the financial bid for the resource for the assignment.	We request the client to delete this point on the grounds that it has no relation to the delivery of the services.	As per RFP
2	3. Preparation of Proposals ; 3.6.6 Subcontracting/ Subletting/ Outsourcing / Page No. 7	3.6.6.2 The Agency shall not Sub-Contract/Sub-let/Outsource the whole/ part of the Services mentioned in the Terms of Reference. 3.6.6.3 Resources should be on payroll of the Agency	It is requested to reconsider / relax the criteria to being on company's payroll at the time of deployment which will enable us to deploy competent and suitable candidates.	As per RFP
3	5 - Data Sheet, Point 15 Page 13	Method of Selection: QCBS – 70:30	It is requested to modify the Method of Selection from QCBS 70:30 to QCBS 80:20	As per RFP
4	5. Data Sheet / Page No. 13; 9 Important Dates & Point 20 on Page 13	Last date of submission of Proposal : 26th September ; 03:00 PM	We request you to kindly consider extending the date of submission to 7th October 2022	As per RFP
5	5- Data Sheet, Point 19, 4th bullet Page No. 14	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.	We request the client to add "subject to a maximum of 5% of the Contract Value"	As per RFP
6	5- Data Sheet, Point 19, 4th bullet Page No. 14	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.	We request client to delete this ground for indemnification as there are several remedies in contract and law available to the client for such breaches.	As per RFP

Sr.No.	RFP Ref. / Page No.	RFP Clause	Clarification Sought/ Query	MPIDC's Response
7	5. Data Sheet/ Page No. 22; Point 28 : Engagement of Subject matter expert	In addition to the resources mentioned in point no 27 of the Data Sheet; MPIDC may ask the agency to provide subject matter experts by providing at least 1 month advance notice. The minimum engagement term of the subject matter expert would be 3 months. The remuneration of the Subject matter expert would be at par with the man month rate quoted for Senior Strategic Advisor. Notice of 1 month would be provided to the agency before concluding/terminating the engagement of the Subject matter expert. The Subject matter expert would be considered as a core resource.	It is requested to clarify the approximate duration out of the total project duration (36 months) for which the Subject Matter Expert will be deployed as they will help in determining the overall project cost. Also kindly share the indicative list of sectors for which the SMEs may be required.	As per RFP, the remuneration for subject matter experts would be at par with Senior Strategic Advisor
8	7- TOR - Point 7.3.2.2 Page 41	The Knowledge Partner should be conversant with the approvals required from various departments and act as a Single Point of Contact for ensuring time bound delivery of clearances to the on boarded investors.	It is requested to modify this scope as follows: "The Knowledge Partner should be conversant with the approvals required from various departments and act as a Single Point of Contact for facilitating time bound delivery of clearances to the on boarded investors."	As per RFP
9	7- TOR- Point 7.3.4 Page 41	"The members of lead generation and aftercare team will act as a dedicated point of contact and ensure necessary approvals are received by the applicants as per the time lines defined under PSG."	It is requested to modify this scope as follows: "The members of lead generation and aftercare team will act as a dedicated point of contact and facilitate for getting all necessary approvals."	As per RFP
10	7-TOR- Point 7.7.1.2- Preparation of marketing collaterals Page No. 44	Preparation of marketing collaterals such as event website, sector profiles, project profiles, district profiles, pitch presentation, leaflets, booklets and reports that are to be circulated during the Summit and related roadshows	The consultant clarifies that it shall be responsible only for creation of knowledge content for preparation of investment collaterals, project profiles, sector specific pitches etc. Please confirm that designing and branding of content and printing of any collateral shall be out of the consultant's scope.	As per RFP (Printing, designing, branding would be taken up by MPIDC or its nominated agency)

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11	8-Deliverables, Penalties and Payments Page No. 45	The penalty for deficiency in the delivery of service would be capped at 5 % of the payment payable for that quarter.	The penalty for deficiency in the delivery of service should be capped at 4 % of the payment payable for that quarter.	As per RFP
12	9- Draft Contract Termination of Contract (2.7.7.1.1) Page No. 53	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.	We request client to delete this ground for termination	As per RFP
13	9- Draft Contract Agreement- 2.7.7.2.3 Cessation of Rights and Obligations Page no. 53	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	We request client to delete: (ii) the obligation of confidentiality set forth in Clause 3.1.5 hereof	As per RFP
14	9- Draft Contract Agreement- 2.8.6.3 Liability of the Agency Page no. 55	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.	We request the client to delete this point	As per RFP

Sr.No.	RFP Ref. / Page No.	RFP Clause	Clarification Sought/ Query	MPIDC's Response
15	New clause	Confidentiality	<p>Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's</p>	<p>As per RFP, it 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</p>
16	New clause	Reports	<p>Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Client Information, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Client may not rely on any draft Report and consultant shall not be required to update its Final Report.</p>	<p>As per RFP, it 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</p>

Sr.No.	RFP Ref. / Page No.	RFP Clause	Clarification Sought/ Query	MPIDC's Response
17	New clause	Termination	<p>Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to Client if Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations. Upon termination Consultant shall be entitled to receive payments of the Services performed, work in progress and expenses incurred by it, till the date of such termination.</p>	<p>As per RFP, it 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</p>