

Request for Proposal

For

Appointment of Consultant to support in the development of financial models, proposals, viability studies and other financial aspects related to the projects conceptualised and executed by

Department of Industrial Policy and Investment Promotion (DIPIP), MPIDC and associated companies under DIPIP

MPIDC/SWS-RFP/2022/79

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

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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 MP Industrial Development Corporation Ltd. under the Contract. “Contract” means a legally binding written agreement signed between the Client (“hereinafter referred to MP Industrial Development Corporation Ltd.”) and the Agency and includes all the attached documents listed in its RFP and the Appendices].
- 1.5 “Data Sheet” means an integral part of the Instructions to Agency (ITA) that is used to reflect assignment conditions to supplement, but not to over-write, the provisions of the ITA.
- 1.6 “Day” means a calendar day.
- 1.7 “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Agency.
- 1.8 “Government” means the State Government of Madhya Pradesh.
- 1.9 “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.
- 1.10 “Proposal” means the Technical Proposal and the Financial Proposal of the Agency.
- 1.11 “RFP” means this Request for Proposals prepared by the Client for the selection of Agency.
- 1.12 “Services” means the work to be performed by the agency pursuant to the Contract.
- 1.13 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 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 interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 2.2.2 The 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. Failure to disclose such situations may lead to the disqualification of the Agency or the termination of its Contract and/or sanctions by the MPIDC.
- 2.2.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the 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.

2.5 Eligibility

It is the Agency's responsibility to ensure that its Experts, meet the eligibility requirements as established by the MPIDC in the applicable guidelines.

- 2.5.1 Government-owned enterprises or institutions shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client.

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budgetary support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow fund, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

- 2.5.1.1 Government officials and civil servants of the country are not eligible to be included as experts in the Agency's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies, and they are on leave of absence without pay, or have resigned or (in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer.

Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Agency's proposal; and
2.5.1.2 Their hiring would not create a conflict of interest.

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 is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without there by incurring any liability to the 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. Consortiums are not allowed to participate in the bid.

3.6 Proposal Validity

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

3.6.2 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.

3.6.3 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.

3.6.4 Extension of Validity Period

3.6.4.1 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.

3.6.4.2 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.

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

3.6.5 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. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

3.6.6 Subcontracting/ Subletting/ Outsourcing

3.6.6.1 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.

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.

3.7 Clarification and Amendment of RFP

3.7.1 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:

3.7.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment online in accordance with procedure described in Data Sheet. The amendment shall be binding to all agencies.

3.7.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the reasonable time to take an amendment into account in their Proposal

3.7.2 The 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.

3.8 Technical Proposal Format and Content

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

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

3.9 Financial Proposal

3.9.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 6 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts (b) reimbursable expenses indicated in the Data Sheet.

- 3.9.2 **Price Adjustment:** For this assignment, a price adjustment provision does not apply. That said, for further extension of the assignment, one time 5% additions 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.
- 3.9.3 **Taxes:** The agency is responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet.
- 3.9.4 **Currency of Proposal:** The Agency should express the price for its Services in the currency as stated in the Data Sheet.
- 3.9.5 **Currency of Payment:** Payment under the contract shall be made in the currency as stated in the Data Sheet.

4. Submission, Opening and Evaluation

4.1 Submission of Proposals

- 4.1.1 The Agency shall submit a digitally signed, encrypted and complete Proposal comprising of the documents and forms in accordance with the Procurement Portal guidelines. The submission should be done electronically through the website and in accordance with the procedures specified in the **Data Sheet**. Proposals submitted by any other means will be rejected.
- 4.1.2 An authorized representative of the agency shall digitally sign the submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal. The authorization shall be in the form of a written power of attorneys scanned and uploaded together with the Technical Proposal.
- 4.1.3 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.
- 4.4.2 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet.

- 4.4.3 Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the prequalification criteria or a minimum technical score indicated in the Data Sheet.
- 4.4.4 If required the client may seek clarification on the documents submitted in the technical proposal through email.

4.5 Online Opening of Financial Proposals (For QCBS)

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

4.6 Corrections of Errors

- 4.6.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

4.6.1.1 Lump-sum Contracts

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

4.9 Award of Contract

- 4.9.1 After completing the negotiations, if applicable; client and selected 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.	Name of the client: MP Industrial Development Corporation Limited (MPIDC) Method of selection: Quality & Cost Based Selection
2.	Financial proposal to be submitted together with Technical Proposal: Yes Name of the assignment: Appointment of Consultant to support in the development of financial models, proposals, viability studies and other financial aspects related to the projects conceptualized and executed by Department of Industrial Policy and Investment Promotion (DIPIP), MPIDC and associated companies under DIPIP
3.	Start date for Purchase of RFP: 24 th August 2022 (Wednesday) at 11.00 AM
4.	A pre-proposal conference will be held: Yes Date of pre-proposal conference and last date of submission of pre bid queries : 29 th August 2022 (Monday) Time: 03:00 PM Participating agencies are requested to share their pre bid queries by 28 August 2022 Address: MP Industrial Development Corporation (A Govt. of M.P. Undertaking), 21 , Arera Hills, Bhopal , 462011 Conference Room, Sixth Floor Tel.:+91-755-2575618 https://invest.mp.gov.in/ and https://mptenders.gov.in Email – itcell@mpidc.co.in
5.	1. Agencies are requested to visit the following URL for more information. http://www.invest.mp.gov.in/ 2. Details of project can be found in the Terms of Reference (ToR). 3. Agencies are requested to contact MPIDC office for any kind of clarification, information on the project.
6.	This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.
7.	Statement of Undertaking is required: Yes; as per the covering letter of Technical Proposal
8.	Participation of Sub-Agency, Key Experts and Non-Key Experts in more than one Proposal is permissible: No

9.	Important Dates :										
	No.	Activity	Date/Time								
	1.	Last date for Purchase of RFP	7 th September 2022; 02:30 PM								
	2.	Last date of submission of Proposal	7 th September 2022 ; 03:00 PM								
	3.	Date of opening of Technical Bid	8 th September 2022								
	4.	Date of Technical Presentation	9 th September 2022								
5.	Date of opening of Financial Bid	14 th September 2022									
10.	Proposals must remain valid for 180 calendar days after the proposal submission deadline (i.e., until: 7 th March, 2023).										
11.	<p>In case client feels that the proposal validity should be extended in order to get formal approval and go-ahead. Client will send a confirmation mail to all Agencies.</p> <p>All Agencies may send their consent via email to extend the validity of proposal for another 90 days.</p>										
12.	<p>Clarifications may be requested by 29 August 2022 through email.</p> <p>All requests for clarifications shall be made via email (itcell@mpidc.co.in), as per the format below and in excel file only.</p> <table border="1" data-bbox="293 1059 1279 1212"> <thead> <tr> <th>S.no</th> <th>RFP Ref/Page No</th> <th>RFP Clause</th> <th>Clarification Sought/Query</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			S.no	RFP Ref/Page No	RFP Clause	Clarification Sought/Query				
S.no	RFP Ref/Page No	RFP Clause	Clarification Sought/Query								
13.	Online submission of proposals are as per the process defined in https://mptenders.gov.in/										
14.	Project Duration: 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										
15.	Method of Selection: QCBS – 70:30										
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.	<ul style="list-style-type: none"> Agencies shall submit their Proposals electronically on the portal: www.mptenders.gov.in For participation in e-tendering, it is mandatory for prospective Agency to get registered on website https://mptenders.gov.in/ . Therefore, it is advised to all prospective agencies to get registration by making on line registration fees 										

	<p>payment at the earliest.</p> <ul style="list-style-type: none"> • Tender documents can be downloaded from website www.mptenders.gov.in and http://www.invest.mp.gov.in. However, a tender documents fee of Rs10, 000 /- (Rs Ten Thousand only) + GST+ processing charges is to be paid on www.mptenders.gov.in . Responses Without tender document fee bid will not be accepted. • Service and gateway charges (including taxes) shall be borne by the Agency. 	
18.	<p>EMD</p> <ul style="list-style-type: none"> • Agency shall submit an EMD of Rs.3 Lakh online through the eProcurement portal (website www.mptenders.gov.in). • The bid will be disqualified if the EMD is not submitted within the stipulated timeline. • 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. • 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 sign the Agreement. 	
19.	<p>Performance Bank Guarantee</p> <ul style="list-style-type: none"> • 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 a value equivalent to 5% of the Contract Value, acceptable to MPIDC, for the due performance and fulfillment of the contract by the successful Agency. • Performance Guarantee should be valid up to 3 Months beyond the contract period. • 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. • 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. 	

20.	<p>The Proposals must be submitted online no later than: Date: 7th September , 2022 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 on line registration fees payment at the earliest.</p> <ul style="list-style-type: none"> • Tender documents can be purchased only online and downloaded from website www.mptenders.gov.in by making online payment for the tender documents fee. • Service and gateway charges shall be borne by the bidders. • Since the bidders are required to sign their bids online using class – III Digital Signature Certificate, they are advised to obtain the same at the earliest. • For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website www.mptenders.gov.in. Please note that it may take up to 7 to 10 working days for issue of Digital Signature Certificate. Department will not be responsible for delay in issue of Digital Signature Certificate. • If bidder is going first time for e-tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance. • Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension. • Bidder must positively complete online e-tendering procedure at www.mptenders.gov.in • Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever. • For any type of clarification bidders can visit www.mptenders.gov.in and connect with Help Desk at contact no. 0120-4001 002/005 and e-mail id: support-eproc@nic.in . 					
22.	<p>Agencies are requested to upload the relevant documents in the space provided at www.mptenders.gov.in</p> <ol style="list-style-type: none"> 1. Payment confirmation for EMD and Bid processing fees. 2. Technical Proposal. 3. Financial Proposal. 					
23.	<p>Pre-Qualification criteria to be to be submitted along with the technical bid</p> <table border="1" data-bbox="284 1776 1432 2051"> <thead> <tr> <th data-bbox="284 1776 963 1817">Pre-Qualification Criteria</th> <th data-bbox="963 1776 1432 1817">Documents to be submitted</th> </tr> </thead> <tbody> <tr> <td data-bbox="284 1817 963 2051"> (a). The agency should be registered with “The Institute of Chartered Accountants of India (ICAI). The agency should have a valid GST and Permanent Account Number </td> <td data-bbox="963 1817 1432 2051"> Registration Certificate from ICAI PAN and GST registration certificates </td> </tr> </tbody> </table>		Pre-Qualification Criteria	Documents to be submitted	(a). The agency should be registered with “The Institute of Chartered Accountants of India (ICAI). The agency should have a valid GST and Permanent Account Number	Registration Certificate from ICAI PAN and GST registration certificates
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(a). The agency should be registered with “The Institute of Chartered Accountants of India (ICAI). The agency should have a valid GST and Permanent Account Number	Registration Certificate from ICAI PAN and GST registration certificates					

	(b). The firm should have been in operation for at least past 10 years and have an office in Madhya Pradesh	Certificate of incorporation and Certificate of Office in Madhya Pradesh
	(c) The firm should be empaneled with Comptroller and Auditor General of India (C&AG)	Document substantiating the empanelment with C&AG
	(d).The agency should have a valid peer review certificate as prescribed under the rules of ICAI	Copy of the certificate
	(e).The Agency should have at least 8 chartered accounts onboard with at least 4 partners.	Declaration from the firm in this regard
	(f). Experience in the settlement of liabilities with National level financial Institution.	Experience certificate
	(g).Experience of fund raising of at least 100 Crore for Central/ State Government or their undertaking in last 5 financial years (i.e 2017-18 to 2021-22)	Work order /completion certificate from client
	(h).Experience of at least 4 non- audit professional work assignments for the departments of GoMP or their undertakings with individual fees of at least 5 lakh rupees per assignment.	Work order /completion certificate from client
	(i). The agency should not be black listed by any State/Central Government undertaking	An undertaking in this regard is to be submitted.
	The pre-qualification criteria will form the part of technical proposal, agencies which are qualifying in the pre-qualification criteria would be further evaluated.	
24.	<p>An online opening of the Technical and Financial Proposals will be conducted participating agencies have an option to attend the opening of the Technical and Financial Proposals in person. All Proposal opening shall take place online at/ from MPIDC office.</p> <p>Contact Person : Managing Director, MPIDC</p> <p>Address of Communication : Managing Director MP Industrial Development Corporation (A Govt. of M.P. Undertaking), 21 , Arera Hills, Bhopal , 462011</p> <p>E-Mail ID : itcell@mpidc.co.in</p>	
25.	<p>Pre-Qualification (Mandatory) Criteria for compliance :</p> <p>All agencies should comply with the Pre-qualification criteria. Agencies are requested to upload the relevant forms and supporting documents against each criterion in their response to the technical bids. The 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.

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.

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.

c. Agencies are expected to utilize the existing solution developed by MPIDC as part of their proposed solution to the extent possible.

d. The Evaluation Committee based on technical evaluation frame work mentioned in the table below shall evaluate each proposal and allot technical score as per the Technical criteria.

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 demonstration would be to allow the Agencies to present their proposed solutions, approach, implementation plan, etc. to the MPIDC along with the key points and strengths of their proposals.

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	70 marks
1.	The firm should have been in operation for at least past 10 years and have an Head office in Madhya Pradesh	10-15 years (5 mark) 15 – 20 years (7 marks) 20years and above (10 marks)
2.	Experience in the settlement of liabilities with National level financial Institution in last five financial years (FY 2017-18 to FY 2021-22)	10-50 crores – (10 marks) 50-100 crores (15 marks) 100 crores and above (20 marks)
3.	Experience of fund raising for Central/ State Government or their undertaking in last 5 financial years (i.e. 2017-18 to 2021-22)	100 Crores (5 marks) 100-200 crores (10 marks) 200-500 Crores (15 Marks) 500 crores and above (20 marks)
4.	Average Gross professional fees of firm in last 3 years (2019-20 to 2021-22)	Up to 50 lakhs – (5 marks) 50-75 lakhs –(10 marks) 75 lakhs -1 Crore (15 marks) 1 Crore and above (20 marks)

The following resources are to be deployed by the agency for the execution of the work defined in the TOR (section 7 of the RFP ,

C	Resources	20 Marks
S.no	Core Resource (no of resources)	Experience and Qualification
1	Senior Financial Analyst (1), 10 Marks per resource	i. CA/ICWA with an experience of at least 20 years (5 marks) ii. Experience in fund raising for Central/State Government (2 marks) iii. Experience in settlement of liabilities (2 marks) iv. experience of liquidation process (1 mark)
2	Financial Analyst (2), 5 Marks per resource	i. CA/ICWA with an experience of at least 7 years. (3 marks) ii. Experience of working with State Government for (2 marks)

Note:

1. Provided resources should be fungible i.e. can be moved from one function/ work to other, based on client (MPIDC) requirement.
2. The invited consultants shall confirm the availability of all the core/ key resources included in the Proposal as a pre-requisite 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.
3. 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 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.
4. 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 case, suitable replacement has to be provided before the release of the resource from the assignment. In case of any negligence, bidder would be levied penalty of INR 2,50,000 per resources 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).

	<p>5. 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.</p> <p>6. 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 onboard.</p> <p>7. Sub-Contracting is not allowed for any of the resources/ position and core/ key resources should be on payroll of the Agency.</p> <p>8. All resources should be available full time at client location.</p> <p>9. Travel expenses (post approval from MPIDC) incidental to the project would be paid up by MPIDC.</p> <p>10. 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 member.</p>
28.	<p>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 Financial analyst . 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.</p>
29.	<p>Notifications to the Agency will be sent as following:</p> <p>(a) Agency whose Proposals were considered non-responsive or did not meet the minimum qualifying technical score (70%) will be informed via email.</p> <p>(b) Agency who have passed the minimum technical score will be invited to the opening of the Financial Proposal via email.</p> <p>Agency 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 send 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>$S_f = 100 \times F_m / F$, 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: T = 70, and P = 30</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: $S = S_t \times T\% + S_f \times P\%$.</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 Agency will be notified through email.</p> <p>(b) Contract award information will be published www.invest.mp.gov.in</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 for the project based on the value quoted for resource 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.	Registration with "The Institute of Chartered Accountants of India (ICAI). Valid GST and Permanent Account Number		
2.	The firm should have been in operation for at least past 10 years and have an office in Madhya Pradesh.		
3.	Empanelment with Comptroller and Auditor General of India (C&AG)		
4.	Valid peer review certificate as prescribed under the rules of ICAI		
5.	The Agency should have at least 8 chartered accounts on board with at least 4 partners.		
6.	Experience in the settlement of liabilities with National level financial Institution.		
7.	Experience of fund raising of at least 100 Crore for Central/ State Government or their undertaking in last 5 financial years (i.e 2017-18 to 2021-22)		
8.	Experience of at least 4 non- audit professional work assignments for the departments of GoMP or their undertakings with individual fees of at least 5 lakh rupees per assignment.		
9.	Undertaking for not being black listed by any State/Central Government		
10.	Form for Statement of No Deviation from the RFP Requirements		

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

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

Date: DD/MM/YYYY

Sub: Letter for Submission of Proposal by <<firm name>>

Ref: <<RFP Title>> (Bidding Document No: _____ Dated: __/__/____)

Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services as required and outlined in the RFP. We attach here to our responses to the Technical Bid.

We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to MPIDC is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements there in do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date fixed for bid opening. We hereby declare that in case we are chosen as successful 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 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 21-22
		FY 20-21
		FY 19-20
M.	GST number	
N.	PAN	
O.	EMD	Date
		Amount
		Reference Number

Date:
Representative

Signature of Authorized

Name of Agency:

Full Address:

Telephone No.:

6.1.4 Format for Pre-Qualification and Technical Compliance Sheet

Pre-Qualification and Technical Criteria (to be submitted along with the technical bid)	Submitted Yes/No	Documentary Proof (Page No.)
Registration with "The Institute of Chartered Accountants of India (ICAI). Valid GST and Permanent Account Number		
The firm should have been in operation for at least past 10 years and have an office in Madhya Pradesh.		
Empanelment with Comptroller and Auditor General of India (C&AG)		
Valid peer review certificate as prescribed under the rules of ICAI		
The Agency should have at least 8 chartered accounts on board with at least 4 partners.		
Experience in the settlement of liabilities with National level financial Institution.		
Experience of fund raising of at least 100 Crore for Central/ State Government or their undertaking in last 5 financial years (i.e 2017-18 to 2021-22)		
Experience of at least 4 non- audit professional work assignments for the departments of GoMP or their undertakings with individual fees of at least 5 lakh rupees per assignment.		
Undertaking for not being black listed by any State/Central Government		
The firm should have been in operation for at least past 10 years and have an office in Madhya Pradesh		
Experience in the settlement of liabilities with National level financial Institution in last five financial years (FY 2017-18 to FY 2021-22)		
Experience of fund raising for Central/ State Government or their undertaking in last 5 financial years (i.e. 2017-18 to 2021-22)		
Average Gross professional fees of firm in last 3 years (2019-20 to 2021-22)		
CV of the resources		

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 (MPIDC),
21, Arera Hills, Bhopal,
Madhya Pradesh – 462011

Date: DD/MM/YYYY

Sub: Declaration of no valid ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies in India as on DD/MM/YYYY.

Ref: <<RFP Title >>(Bidding Document No: _____ Dated: __/__/____)

Sir,

In response to the above mentioned RFP I,
_____, as _____ <Designation> _____ of M/s _____, hereby declare that
our Company/Firm _____ has not been blacklisted/barred by any Central/State Government
or statutory authority or Public Sector Undertaking (PSU) or regulator as on the date of this
declaration.

Date:

Signature of Authorized Representative

Name of Agency:

Full Address

Telephone No.:

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

To

Managing Director,

MP Industrial Development Corporation (MPIDC),

21, Arera Hills, Bhopal,

Madhya Pradesh – 462011

Date: DD/MM/YYYY

Sub: Undertaking of no deviation from RFP terms and condition

Ref:<<RFP Title>>Bidding Document No: _____ Dated: __/__/____)

Sir,

This is to confirm that the proposal submitted by << 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		

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 of clause 27 of Data Sheet.				
B	Proposed Team Deployment				
1.	Agency's proposed resources for the project shall be considered for evaluation of the proposal: <table border="1" style="margin-left: 40px;"> <tr> <td>Senior Financial Analyst</td> </tr> <tr> <td>Financial Analyst</td> </tr> </table>	Senior Financial Analyst	Financial Analyst		
Senior Financial Analyst					
Financial Analyst					
1.	Technical presentation Technical presentation establishing the understanding of the requirements, approach and methodology, Implementation plan, resource planning & deployment, etc.				

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)	
Supporting Documents enclosed (√): Work Order received from Client/ Copy of Contract signed between Implementation Partner and client Scope of Work highlighted(Y/N) Period of Contract Highlighted(Y/N) Other (if any)	

6.2.4 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	<table border="1"> <thead> <tr> <th>S. No.</th> <th>Language</th> <th>Read</th> <th>Write</th> <th>Speak</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S. No.	Language	Read	Write	Speak													
		S. No.	Language	Read	Write	Speak														
9	Employment	<table border="1"> <thead> <tr> <th>From (Year)</th> <th>To (Year)</th> <th>Employer</th> <th>Position Held</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	From (Year)	To (Year)	Employer	Position Held														
		From (Year)	To (Year)	Employer	Position Held															
10	Description of Services on Relevant Project																			

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

6.3 Format– Financial Proposal

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

s.no	Item description	number	Unit	Basic rate	Amount without taxes	Total amount in words
1	Senior Financial Analyst 1 person for 36 months	1	Man month rate			
2	Financial Analyst 2 person for 36 months	2	Man month rate			

6.3.2 Format for Performance Security

[Date]

To

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

Sub: Performance Bank Guarantee

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

Dear Sir,

M/s. (name of 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 (Madhya Pradesh Industrial Development Corporation (MPIDC)) for referred RFP.

We are aware of the fact that as per the terms of the contract, M/s. (name of Agency) is required to furnish an unconditional and irrevocable bank guarantee of amount 5% of purchase order in favour of MPIDC for an amount<<.....>>and guarantee the due performance by our constituent as per the contract and do here by agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that the has entered in to the said contract with you, we,(name and address of the bank),have agreed to issue this Performance Bank Guarantee. Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we here by agree to pay you forth with on demand such sum/s not exceeding the sum of amount <<.....>>), without any demur.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s)/breach(es),as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract,will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. This PBG will remain valid for 5 Years.

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

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

We the guarantor, as primary oblig or and not merely surety or guarantor of collection,do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise here under may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption there of or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained here in above, our liability under this Performance Guarantee is restricted to amount<<....>>),and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We here by confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient to the authority by express delegation of power//have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or for bear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee. Not with standing anything contained herein, our liability under this Performance Bank Guarantee shall not exceed amount INR <<....>>.

The PBG shall be remain valid during the entire warranty period (5 Years); and We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only if we receive a written claim or demand on or before (Date) i.e. 5 years from start of project. Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or with holding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above mentioned period,subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in Bhopal (M.P) for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Datedthis Day20..

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)

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

MPIDC proposes to invite proposals from firms with experience of working in the domain of financial modelling, financial analysis, conducting viability studies, asset monetisation, Joint Venture management, claim settlement, negotiation with financial Institution and other financial aspects. MPIDC has been bestowed with the responsibility of maximising the value of the underlying assets with state government and use them for the development of Industrial Infrastructure in the state.

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

- a. Financial assessment of Infrastructure and development projects
- b. Development of extensive financial models, viability study to capture techno commercial along with financial aspects of the project during the development and operationalization of the Project
- c. The financial models developed for the project should contain at least the following head
 - i. Cash flow statements , financial analysis and projections for at least 10 years
 - ii. Estimated Balance Sheet and P&L projections for at least 10 years
 - iii. Determining the indicative structure for developing the Project – optimizing the Project structure under various implementation options.
 - iv. Defining and suggesting institutional framework for implementation of the Project
- d. Evaluation, negotiation and finalization of various claims and liabilities on account of workers, financial institutions and other claimants.
- e. Discussion, deliberation and documentation with various agencies like Official liquidator, advocates, solicitors, resolution professionals and other agencies directly and indirectly involved in the process.
- f. Preparation of reports, presentations required from time to time.
- g. Creation of Special purpose vehicle (if any) and framing its Board structure/ shareholding structure between the stakeholders.
- h. The consultant shall be responsible for the financial arrangement in the SPVs for the execution of the projects through raising of funds from Bank / Financial institutions or any nonconventional methods like Asset monetization, raising of Bonds etc.
- i. The consultant shall be responsible to evaluate and assess the progress of the project in accordance with the scheduled timelines
- j. The agency shall undertake any other tasks that are necessary and incidental to

accomplish the desired project objectives. The agency will have to take up any other tasks and assignments received from the office of PS, DIPIP and MD MPIDC from time to time.

8. Deliverables, 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.

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

The payment for a particular quarter would be released on the approval of the committee. If the work is not found to the satisfaction of the committee, the committee will ensure that a time of 10 days is given for the rectification of the highlighted issues. Post 10 days if the highlighted issues are not resolved a 1% penalty of the payable amount would be deducted.

In addition to the above penalties on non-rectification of issues raised in the QPR, Penalty may also be imposed on the agency for the following

- a) Incomplete or unsatisfactory delivery of the deliverables
- b) Delay in the delivery of the deliverables

The penalty for deficiency in the delivery of service would be capped at 5 % of the payment payable for that quarter.

Payment Schedule

S.no	Payment Schedule	% payable
1	At the end of Quarter 1	8%
2	At the end of Quarter 2	8%
3	At the end of Quarter 3	8%
4	At the end of Quarter 4	8%
5	At the end of Quarter 5	8%
6	At the end of Quarter 6	8%
7	At the end of Quarter 7	8%
8	At the end of Quarter 8	8%
9	At the end of Quarter 9	8%
10	At the end of Quarter 10	8%
11	At the end of Quarter 11	8%
12	At the end of Quarter 12	12%

Note

1. Any dispute regarding the payments would be referred to MD, MPIDC, who would take decision in this regard.
2. If the issues are not resolved at the level of MD, MPIDC the final decision would be taken by Principal Secretary, Department of Industrial Policy and Investment Promotion. Decision of PS, DIPIP would be binding to both the parties.
3. The 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 (2 set) and Soft copy
5. Standard deduction shall be made as per the prevailing rules.