

**Corrigendum - 03**

**Date: 05/08/2022**

**NIT No. 75 dated 21/07/2022**

**MPIDC/Event -RFP/2022/75 (Tender ID: 2022\_MIDCL\_212233\_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 (DIPIP), MPIDC and associated companies under DIPIP).**

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With reference to above tender, Corrigendum 1 and Corrigendum 2 have been issued on 01/08/2022 and 05/08/2022. A response against pre-bid queries, received from different agencies, and prepared on the basis of Corrigendum 1 and 2 is annexed herewith.

  
**General Manager**

S.No.	RFP Ref/ Page No.	RFP Clause	Clarification Sought / Query	MPIDC's Response
1	Section 2: Introduction and General Conditions 2.5 Eligibility  Page 6	2.5.1.3 The resources proposed for the assignment should be on role employees of the firm, resources engaged on contract would not be considered.	We request you to kindly allow association with sub-consultants / entity / individuals for the proposed assignment.  To facilitate such association, we request you to kindly remove restrictions mentioned in clause 2.5.1.3, 3.6.6.2, 3.6.6.3, and Point 7 under Notes in Data sheet.	As Per RFP
2	Section 3: Preparation of Proposals 3.6.6 Subcontracting/ Subletting/ Outsourcing  Page 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.		As Per RFP
3	Section 5: Data Sheet 27. Evaluation Criteria Note  Page 7	7. Sub-Contracting is not allowed for any of the resources/ position and core/ key resources should be on payroll of the Agency.		As Per RFP
4	Section 5: Data Sheet 19. Performance Bank Guarantee  Page 14	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 10% of the Contract Value, acceptable to MPIDC, for the due performance and fulfillment of the contract by the successful Agency.	We request you to modify the clause as follows:  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.	As Per RFP
5	Section 5: Data Sheet 23. Pre-Qualification Criteria (c)  Page 16	The agency must have on its payroll at least 50 professionally qualified professionals working in the area of Investment promotion, Investor handling, Industrial Policy, Investor facilitation, MoU Follow up or Finance.	We request you to kindly modify the clause as follows:  The agency must have on its payroll at least 20 professionally qualified professionals working in the area of Investment promotion, Investor handling, Industrial Policy, Investor facilitation, MoU Follow up or Finance.	As Per RFP
6	Section 5: Data Sheet 27. Evaluation Criteria A. Organization's Experience (1)  Page 18	Experience of conducting flagship investment promotion summits (Global Investment/ Investors Summit) in India in the last 10 years as Lead Consultant/ Knowledge Partner involving Investment Promotion Program for State.  Note: Summits wherein the client was state government will only be considered. Any Summit done through any association, chamber of commerce, multilateral agency, etc. will not be considered for evaluation.	We request you to kindly modify the clause as follows:  Experience of investment promotion / facilitation in India in the last 10 years as Lead Consultant/ Knowledge Partner for State / Centre / Industry Association / multilateral agency.	As Per RFP
7	Section 5: Data Sheet 27. Evaluation Criteria A. Organization's Experience (2)  Page 18	Experience of handling projects with duration of minimum 2 years and value of minimum INR 3 crore (exclusive of taxes), in India, in last 10 years, as Lead Consultant/ Knowledge Partner for Central/State Governments or their agencies, or donor agencies involving Investment Life Cycle Management/ Investment Promotion Program Management.  1. 1 to 2 States: 2 Marks 2. 3 to 4 States: 5 Marks 3. 5 or more States: 8 Marks	We request you to kindly modify the clause as follows:  Experience of handling projects with duration of minimum 6 months and value of minimum INR 30 Lakhs (exclusive of taxes), in India, in last 10 years, as Lead Consultant/ Knowledge Partner for Central/State Governments or their agencies, or donor agencies / Industry association involving Investment Life Cycle Management/ Investment Promotion / Investment Facilitation Program Management.  Kindly modify the marking scheme as follows: 1. 1 to 2 Projects: 2 Marks 2. 3 to 4 Projects: 5 Marks 3. 5 or more Projects: 8 Marks	As per Corrigendum 01 issued on 01.08.2022



8	Section 5: Data Sheet 27. Evaluation Criteria A. Organization's Experience (5) Page 18	Experience of working in Madhya Pradesh on large (Contract Value of minimum INR 1 crores) government consultancy/ advisory projects, in the last five years:	We request you to kindly modify the clause as follows:  Experience of working in Madhya Pradesh on large (Contract Value of minimum INR 1 crores) government consultancy/ advisory projects, in the last ten years:	As per Corrigendum 01 issued on 01.08.2022
9	Section 5: Data Sheet 27. Evaluation Criteria C. Experience of On-Site Team (Team Lead) Page 19	Minimum Requirement 3. Should have experience of working on at least 2 Investor Summits 4. Should be on company's roll for the last 3 years  Scoring Per Resource b. Experience of conducting 2 Investor Summits – 3 Marks	We request you to kindly modify the minimum requirement clause as follows:  3. Should have experience of working on at least 1 Investor Summit 4. Should be on company's roll for the last 2 years  Request you to kindly modify the Scoring Criteria based on the above suggestion as follows:  b. Experience of conducting 1 Investor Summit – 3 Marks	As per Corrigendum 01 issued on 01.08.2022
10	Section 5: Data Sheet 27. Evaluation Criteria C. Experience of On-Site Team (Infrastructure Advisory) Page 20	1. Postgraduate in Civil/ Urban Planning/ Infrastructure planning, with minimum 10 years of experience in infrastructure related advisory	We request you to kindly modify the clause as follows:  1. Postgraduate in Civil/ Urban Planning/ Infrastructure planning, with minimum 8 years of experience in infrastructure related advisory	As per Corrigendum 01 issued on 01.08.2022
11	Section 7: Terms of Reference 7.4 Infrastructure Advisory Page 40	7.4.1 Improving/ upgrading Geographical Information System based online industrial land bank.	We understand that the role of the consultant will be limited to providing comments / suggestions / review of the GIS system that has been already developed and will not entail upgradation of the GIS system. Kindly confirm.	As Per RFP
12	Section 8: Deliverables, Penalties and Payments Page 44	The agency would be required to make a presentation to the committee constituted by MD MPIDC. The approval committee would constitute of 4 members (3 members from MPIDC, 1 member from third party) 2 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.	We request you to kindly modify the clause as follows:  The agency would be required to make a presentation to the committee constituted by MD MPIDC in the last week of every quarter. The committee would convey provide its comments / approval within 3 days of the presentation. The approval committee would constitute of 4 members (3 members from MPIDC, 1 member from third party) 2 members from the engagement team of the agency would present the reports and QPR.  The payment for a particular quarter would be released within 10 days on the approval of the committee and submission of invoice by the agency.	As Per RFP
13	Section 8: Deliverables, Penalties and Payments Page 45	The penalty for deficiency in the delivery of service would be capped at 5 % of the payment payable for that quarter.	We request you to kindly modify the clause as follows:  The penalty for deficiency in the delivery of service would be capped at 2 % of the payment payable for that quarter.	As Per RFP
14	Others	-	We understand that any additional cost incurred towards travel, participation in conference / meetings, Licensing Fee for software (if any), printing & stationery expenses for project related activities by the agency will be reimbursed on actuals.	As Per RFP



15	Others		<p>We understand that there is no clause in the proposal document that limits consultant's liability. Kindly request you to add the below clause limiting liability:</p> <p>"Notwithstanding anything contained in the contract, Client agrees that the Vendor/ Bidder / Consultant shall not be liable to Client, for any losses, claims, damages, liabilities, cost or expenses ("Losses") of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Vendor/ Bidder / Consultant. In no event shall the Vendor/ Bidder / Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract."</p>	Not Accepted
16	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.	<p>We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that we provide best-in-industry remunerations to our resources to maintain the integrity towards the firm's values of providing best services to our clients. We also ensure that our resources get year-on-year increments. There are many other benefits that our employees entertain in terms of bonuses, vouchers, coupons etc. We also ensure our resources the stability in the firm, while they are deployed in any project or at bench.</p> <p>We request client to delete this ground, as it has no relation with the delivery of the services.</p>	As Per RFP
17	5 - Data Sheet, Point 15 Page 12	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
18	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
19	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
20	5- Data Sheet, Point 23 (b)	<p>(b). Important Financial Criteria</p> <ol style="list-style-type: none"> <li>1. The agency should have positive net worth of more than INR 20 crores for the last three Financial Years (FY 21-22, FY 20-21, and FY 19-20)</li> <li>2. The agency should have Avg. Annual turnover from Consulting Business in India of more than INR 100 crores for the last three Financial Years (FY 21-22, FY 20-21, and FY 19-20).</li> <li>3. The agency should have positive PAT (Profit after Tax) during the last 3 financial years (FY 21-22, FY 20-21, and FY</li> </ol>	As the audit for balance sheet/ annual report for FY 21-22 has not been completed yet, we request the client to kindly provide relaxation on all the three sub-clauses of point 23 (b). Supporting documents for the FY 18-19 can be furnished instead along with documents of FY 19-20 and 20-21.	As Per RFP



21	5 - Data Sheet, Point 27 - Evaluation Criteria Note no. 4 Page 21	Note: Point 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 within 15 days of his/her resignation or any other reason. 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).	It is requested to modify the clause as follows:  "No resource mentioned under core team would be allowed to be replaced before 6 months, 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 within 30 days of his last working day."	As per Corrigendum 01 issued on 01.08.2022
22	7- TOR - Point 7.3.2.2 Page 40	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
23	7- TOR- Point 7.3.4 Page 40	"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
24	7-TOR- Point 7.7.1.2- Preparation of marketing collaterals Page No. 43	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 MPIDC or its nominated agency)
25	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
26	9- Draft Contract Agreement-2.7.7 Termination of Contract (2.7.7.1.1) Page No. 52	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 it is unreasonable and there are several remedies in contract and law available to the client for such breaches.	As Per RFP
27	9- Draft Contract Agreement- 2.7.7.2.3 Cessation of Rights and Obligations Page no. 52	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
28	9- Draft Contract Agreement- 2.8.6.3 Liability of the Agency Page no. 54	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 there are several remedies in contract and law available to the client for such breaches.	As Per RFP



29	New clause	Confidentiality	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 rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.	Not Accepted
30	New clause	Reports	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.	Not Accepted
31	New clause	Termination	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.	Not Accepted
32	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. An undertaking in this regard may be submitted by the HR on half yearly basis.	agency ensures deploying the most competent people for delivering projects. As a multinational firm, agency ensures that candidate's are paid commensurate to their experience and skills, as well as revises the salaries of employees on annual basis depending on their performance. Beyond the salary of the employee, there are additional costs for trainings, IT Assets ( laptop, internet dongle etc.), administration etc. which agency invests in. It is therefore requested to reconsider / relax this criteria which will help in deployment of the most competent and suitable candidates for the project.	As per RFP
33	5. Data Sheet / Page No. 12; 9 Important Dates & Point 20 on Page 15	Last date of submission of Proposal : 17th August 2022; 03:00 PM	Given there are several public holidays in the 1st and 2nd week of August 2022 and responding to the pre-bid queries from the agencies may take some time, we request you to consider extending the last date of submission by atleast 2 weeks to 31st August 2021, Wednesday for preparing a compressive proposal.	As per Corrigendum 01 issued on 01.08.2022
34	5. Data Sheet / Page No. 13;	Online submission of proposals	It is requested to clarify if the proposals are to be submitted electronically only on: <a href="https://mptenders.gov.in/">https://mptenders.gov.in/</a> and no physical submission of proposals is required	As Per RFP , response are required to be submitted on <a href="https://mptenders.gov.in">mptenders.gov.in</a>
35	5. Data Sheet / Page No. 18; Point 27 : Evaluation Criteria	Description (Evaluation Criteria) : Approach Methodology (A&M) & Technical Presentation; 20 (10 for A&M 10 for technical presentation)	It is requested to consider making and evaluating Approach Methodology (A&M) as part of the Technical Presentation only and providing a total weightage of 20 marks for the Technical Presentation.	As per Corrigendum 01 issued on 01.08.2022



36	5. Data Sheet / Page No. 19; Point 27 : Evaluation Criteria	Evaluation of CVs: Core/ Key Team Resources: Team Lead 4. Should be on company's roll for the last 3 years	While agency ensures deploying the most competent people for delivering the projects., the recruitment and deployment of resources is driven on a project requirement basis and has a lean bench strength. While we will definitely try to propose and deploy a resource who has extensive experience of working on similar Investment Promotion assignments, it is requested to reconsider / relax the criteria of being on company's payroll for the last 3 years which will enable us to deploy competent and suitable candidates.	As per Corrigendum 01 issued on 01.08.2022
37	5. Data Sheet / Page No. 21; Point 27 : Evaluation Criteria - Note	Note: Point 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 within 15 days of his/her resignation or any other reason. 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).	While agency will try to ensure the deployment of the proposed resources throughout the project duration, there might be circumstances like personal / health or family emergencies where in people may have to be relocated. Finding a suitable resource within 15 days fulfilling the experience and skills specified in the RFP will be practically difficult. It is therefore submitted to increase the no.of days for providing suitable replacement resource to atleast 30 days as well as to reconsider the penalty amount of INR. 2,50,000 which is considerably high.	As per Corrigendum 01 issued on 01.08.2022
38	5. Data Sheet / Page No. 22; Note Point 7 : Evaluation Criteria - Note	Sub-Contracting is not allowed for any of the resources/ position and core/ key resources should be on payroll of the Agency.	It is requested to consider people working as agency's 'Payroll Outsourced Employee (POE) who are hired for project specific positions after rigorous interview and recruitment due diligence processes. It is therefore requested to reconsider the sub-contracting clause.	As per RFP
39	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
40	Page - 13, Clause 5.9	Important dates - Last Date of submission of RFP - 17th August 2022	Keeping in perspective of this being a large bid which requires several documentary evidences - in order for us to be able to get all internal approvals and put together a robust & comprehensive document, request you to please extend the date of submission by another 15 working days to 9th September 2022. This will help us to put together a comprehensive document with all the requisites.	As per RFP
41	Section 2, Point 2.5 / Page Number 5	"It is the Agency's responsibility to ensure that its Experts, meet the eligibility requirements as established by the MPIDC in the applicable guidelines. 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. An undertaking in this regard may be submitted by the HR on half yearly basis."	Please note that agency, being a reputed global firm, with a presence of more than 100 years in business, adopts a fair pay practice in line with the market standards and expertise/ value addition that the employee/ resource brings on board. The decisions of pay, remuneration are internal to any organization's functioning. Hence, in good faith, we request the Client to please remove this clause	As per RFP



42	Section 2, Point 2.5.1.3 / Page Number 6 Section 2, Point 3.6.6.2, 2.6.6.3 / Page Number 7	"2.5.1.3 The resources proposed for the assignment should be on role employees of the firm, resources engaged on contract would not be considered."  "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."	Considering this is a large engagement and requires to bring in extensive expertise on investment promotion, EODB, understanding of regulations, etc. there might be a need for the appointed Program Management Agency to bring in/ appoint an expert on interim/ full time basis for the project to help with certain specific areas of the scope. Hence, the Client is requested to kindly remove these clauses (2.5.1.3, 3.6.6.2, 3.6.6.3)	As per RFP
43	Section 5, Point 15 / Page Number 12	Method of Selection: QCBS – 70:30	The Client is requested to modify the Method of Selection from QCBS 70:30 to QCBS 80:20	As per RFP
44	Section 5, Point 19 / Page Number 14	"Performance Bank Guarantee"	We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.	As per RFP
45	Section 5, Point 23 (b) / Page Number 16	(b). Important Financial Criteria  "1. The agency should have positive net worth of more than INR 20 crores for the last three Financial Years (FY 21-22, FY 20-21, and FY 19-20) 2. The agency should have Avg. Annual turnover from Consulting Business in India of more than INR 100 crores for the last three Financial Years (FY 21-22, FY 20-21, and FY 19-20). 3. The agency should have positive PAT (Profit after Tax) during the last 3 financial years (FY 21-22, FY 20-21, and FY 19-20).	As the audit for profit and loss account/ balance sheet/ annual report for FY 21-22 has not been completed, we request the Client to kindly provide relaxation on all the three sub clauses of point 23 (b) (1), (2) and (3) by asking for supporting documents only for FY 20-21 and FY 19-20 and year prior to that viz. FY 18 - 19	As per RFP
46	Section 5, Point 23 (c) / Page Number 16	"(c) The agency must have on its payroll at least 50 professionally qualified professionals working in the area of Investment promotion, Investor handling, Industrial Policy , Investor facilitation, MoU Follow up or Finance"  "Declaration from HR as per Annexure. Certificates from HR for Point (a) as per the Annexure. The copy of relevant certifications to be attached"	As agency is a large firm with structured lines of services and dedicated sub business units, procuring a declaration from HR at least 50 professionally qualified professionals working in the area of Investment promotion, Investor handling, Industrial Policy , Investor facilitation, MoU Follow up or Finance may not be viable. Hence, we request the client to kindly remove this clause.	As per RFP
47	Section 5, Point 23 (f) / Page Number 16	"(f). There should not be any non-tax pending litigation against the firm, including any of its member firms or associate firms (using the same brand name to carry out business in India) in any courts across India"	We request the client to consider that agency has long standing operations in India and it would be unusual for a company of this stature to not be party in certain litigations in its ordinary course of business. However, agency believes that if these litigations are adversely determined, the same will not impact the Company's ability to perform the services under this RFP. Hence, we request the client to modify the qualification criteria to the effect that there should only be a declaration regarding the pending litigation and their impact on the ability of the Bidder to perform services under the proposed tender.	As per Corrigendum 02 issued on 05.08.2022
48	Section 5, Point 23 / Page Number 15	Pre-Qualification Criteria:  "(a). For the purpose of this RFP document, a Business Entity shall mean a company registered in India under the Companies Act, 2013 or a partnership firm registered under the Limited Liability Partnership Act of 2008, and operating for the last 10 years as of March 31, 2022 Please Note: No consortium is allowed."	Considering this is a large engagement and requires to bring in extensive expertise on investment promotion, EODB, understanding of regulations, etc. there might be a need for the appointed Program Management Agency to bring in/ appoint an expert on interim/ full time basis for the project to help with certain specific areas of the scope. Hence, the Client is requested to allow for consortium/ third party agreements that can be signed by the Program Management Agency	As per RFP



49	Section 5, Point 23 / Page Number 16	<p>Pre-Qualification Criteria:</p> <p>"(d).Experience of conducting at least 1 Investment Summits in India in last 7 years i.e. ( FY 15-16 to FY 21-22) as Lead Consultant/ Knowledge Partner involving Investment Promotion Program for a State Government."</p> <p>Documents to be submitted:</p> <p>"Letter of Award and Completion Certificate"</p>	<p>Based on our experience in the past, we understand that Investment Promotion and Program Management/ Implementation related work are generally large engagements that span years. Further, owing to impact of COVID - 19, the last 3 years have slowed down the processes in either the ongoing engagements or appointment of new such agencies. Hence keeping the same in perspective, we request you kindly allow to showcase projects done in the past 10 years and remove the 'at least 1 investment summit in India in last 7 years' clause so to make the capability more comprehensive and competitive</p> <p>Further, the Client is requested to allow submission of "Work Orders / Letter of Award / Completion Certificates" for all projects to be showcased for this bid</p>	As per RFP
50	Section 5, Point 27 / Page Number 18	<p>A. Organization's Experience:</p> <p>"1. Experience of conducting flagship investment promotion summits (Global Investment/ Investors Summit) in India in the last 10 years as Lead Consultant/ Knowledge Partner involving Investment Promotion Program for State.</p> <p>1. 1 to 2 Summits: 3 Marks 2. 3 or more Summits: 5 Marks</p> <p>Note: Summits wherein the client was state government will only be considered. Any Summit done through any association, chamber of commerce, multilateral agency, etc. will not be considered for evaluation"</p>	<p>Based on our credible extensive experience in the past, we understand that an Investment Promotion Activity encompasses several activities such as stakeholder workshops, meetings, roadshows, organizing local/ regional events, investment drives, flagship promotion summits and also investor summits at both Global/ Domestic level depending on the reach requested by the Client and nature of the engagement/ investment/ product. Keeping the same in perspective:</p> <p>The Client is requested for the following modifications:</p> <ol style="list-style-type: none"> <li>1. For the requisite experience, the Client is requested to kindly modify the language to "Experience of conducting flagship investment promotion summits / roadshows / events / investor summits etc. in India in the last 10 years"</li> <li>2. The Client is requested to allow summits/ events / roadshows wherein the client was central government / state government.</li> <li>3. The client is requested to allow for summits done through any association, chamber of commerce, multilateral agency, etc.</li> </ol>	As per RFP
51	Section 5, Point 27 / Page Number 18	<p>A. Organization's Experience:</p> <p>"2. Experience of handling projects with duration of minimum 2 years and value of minimum INR 3 crore (exclusive of taxes), in India, in last 10 years, as Lead Consultant/ Knowledge Partner for Central/State Governments or their agencies, or donor agencies involving Investment Life Cycle Management/ Investment Promotion Program Management.</p> <p>1. 1 to 2 States: 2 Marks 2. 3 to 4 States: 5 Marks 3. 5 or more States: 8 Marks"</p>	<p>The Client is requested for the following modifications:</p> <ol style="list-style-type: none"> <li>1. While the experience requirement mentions "Central / State Governments or their agencies", the marks are being allocated on the number of states. The Client is requested to allow projects with central government also to be counted. The current ask may be specifically focusses on volume business and favors specific firms and hence request the Client to please allow both State/ Central Projects</li> <li>2. The Client is requested to allocate marks based on number of projects (Central / State government or their agencies or donor agencies) and not on the number of states as there may be several individual projects that may have been done with the same State/ Central Department being very diverse in nature</li> <li>3. The client is requested to reduce the requirement of minimum number of years from 2 years to 1 year</li> <li>4. The client is requested to reduce the requirement of minimum value from INR 3 Crore (exclusive of taxes) to minimum value of INR 1 Crore</li> </ol>	As per Corrigendum 01 issued on 01.08.2022



52	Section 5, Point 27 / Page Number 18	<p>A. Organization's Experience:</p> <p>"3. Experience in supporting the State/Central Government in the drafting of Investment policies : 1. One mark for each state /Central Govt. Department up to maximum 8 Marks"</p>	<p>The Client is requested for the following modifications:</p> <p>1. The Client is requested to modify the language from "...drafting of investment policies" to "...drafting / providing inputs on investment policies / sector specific policies/ industrial policy/ investment promotion/ export promotion policy, etc."</p> <p>2. The Client is requested to allocate marks based on number of projects and not number of states / central department as experience of working with a multilaterals may also add equivalent value to the experience</p>	As per Corrigendum 01 issued on 01.08.2022
53	Section 5, Point 27 / Page Number 19	<p>C. Experience of On-site Team:</p> <p>"Team Lead – 1 in number (Full time, 100% deployment) 8 Marks</p> <p>1. MBA/ equivalent management qualification with minimum 8 years of experience in strategy/consulting /advisory 2. Minimum 4 years of experience in Investment Promotion/ Business Reforms with State/ Central Governments 3. Should have experience of working on at least 2 Investor Summits 4. Should be on company's roll for the last 3 years</p>	<p>Keeping in perspective the nature of the engagement, it is imperative and important to bring in candidates with rich exposure in investment promotion and allied activities. They may be from different parts of the countries such as South, East, West, etc. and proficient in other regional languages with basic/ working knowledge of Hindi. This clause is too restrictive in nature and hence request the following modifications:</p> <p>1. "Proficiency in Hindi and English" is requested to be removed</p> <p>2. "Should be on company's roll for the last 3 years" - considering the given climate of ' Global Resignation' on account of the ongoing impact of COVID - 19 pandemic, this clause is restrict as there may be good talent hired in the recent past with extensive experience in the required domain across various State/ Central Departments</p>	As per Corrigendum 01 issued on 01.08.2022
54	Section 5, Point 27 / Page Number 19	<p>C. Experience of On-site Team:</p> <p>"Senior Strategic Advisor – 2 in number (Full time)</p> <p>MBA/ equivalent management qualification with minimum 8 years of experience in strategy/consulting /advisory 2. Should have experience of working with Government/ Funding Organizations/ CEO or Strategy office of Corporates 3. Must have worked on the Investment Promotion and Policy formulation 4. Proficiency in Hindi and English 5. Proficiency in basic financial concepts and conversant with the concepts of financial analysis</p> <p>Experience: 1. Experience of minimum 8 years: 3 Marks 2.Experience of working with Government/ Funding Organizations/ CEO or Strategy office of Corporates: 1 Mark for each employer, subjected to ceiling of 2 Marks 3. Experience of working on government project related to policy formulation: 2 Mark"</p>	<p>The Client is requested to remove the following sub-clause on account of it being restrictive in nature and is seems to be skewed/ favoring a particular resource from a certain organization. The same is requested to be removed to make the process fair &amp; competitive in nature.</p> <p>Request you to kindly allow to show profiles with experience of 6 - 8 years</p> <p>"2.Experience of working with Government/ Funding Organizations/ CEO or Strategy office of Corporates: 1 Mark for each employer, subjected to ceiling of 2 Marks"</p>	As per Corrigendum 01 issued on 01.08.2022



55	Section 5, Point 27 / Page Number 20	<p>C. Experience of On-site Team:</p> <p>"Infrastructure Advisory – 1 in number (Full time)</p> <p>1. Postgraduate in Civil/ Urban Planning/ Infrastructure planning, with minimum 10 years of experience in infrastructure related advisory</p> <p>2. Minimum 3 years of experience in Government sector</p> <p>3. Proficiency in Hindi and English"</p>	<p>The client is requested for relaxation on the following sub-clause:</p> <p>Modification of educational requirement from "Postgraduate in Civil/ Urban Planning/ Infrastructure planning" to "Postgraduate in Civil/ Urban Planning/ Infrastructure planning / Management"</p>	As per Corrigendum 01 issued on 01.08.2022
56	Section 5, Point 27 / Page Number 20	<p>C. Experience of On-site Team:</p> <p>"Lead Generation , Conversion and after care – 5 in number (Full time)</p> <p>1. MBA or equivalent with minimum 3 years of consulting /advisory experience</p> <p>2. Should have experience of handling investment promotion/ facilitation projects with the State Governments/ Central Government in India</p> <p>3. Proficiency in Hindi and English</p> <p>4. The resource should be conversant with the approvals/licenses required by Industries</p> <p>Experience</p> <p>1. Over 3 years of experience in business climate reforms/ policy reforms projects/ governance reforms/ aftercare for Investments required at the State Level. (1 Mark).</p> <p>2. Conversant with License procedures in the state (1 Mark)"</p>	<p>A typical expert working in lead generation, conversion &amp; aftercare is required to have the following knowledge of being Conversant with License procedures in the state (1 Mark)" to "Conversant with License procedures / overall ease of doing business / regulatory environment of the State / entire promotion cycle / process / RCB process. Hence request Client for the following relaxation on the sub-clause:</p> <p>"Conversant with License procedures in the state (1 Mark)" to "Conversant with License procedures / overall ease of doing business / regulatory environment of the State / entire promotion cycle / process / RCB process (1 mark)"</p>	As per RFP
57	Section 5, Point 27 / Page Number 20	<p>C. Experience of On-site Team:</p> <p>"Marketing and Branding – 1 in number 1 marks per resource</p> <p>1. MBA or equivalent with minimum 2 years of consulting /advisory experience</p> <p>2. Should have experience of handling investment promotion/ facilitation projects/ project management with the State Governments/ Central Government in India</p> <p>Proficiency in Hindi and English</p> <p>3. Experience in Handling Social media accounts and twitter of Govt. Departments</p> <p>Minimum 2 years of experience with Govt departments. 1 mark</p> <p>proficiency in handling and supporting Social media</p>	<p>Bringing the client's attention to the following language, the client is requested to kindly clarify the marks allocation and number of resources required as the requirement mentioned 1 mark per resource but has allocated 2 marks per resource:</p> <p>"Marketing and Branding – 1 in number 1 marks per resource"</p> <p>and</p> <p>"Minimum 2 years of experience with Govt departments. 1 mark proficiency in handling and supporting Social media accounts (1mark)"</p>	As per Corrigendum 01 issued on 01.08.2022



58	Section 5, Point 27 / Page Number 20	<p>C. Experience of On-site Team:</p> <p>"After Care Cell Support team – 2 in number (Investment MOU/ "Intention to Invest" Follow-ups)</p> <p>1.MBA or equivalent with minimum 2 years of consulting /advisory experience</p> <p>2.Should have experience of handling investment promotion/ facilitation projects/ project management with the State Governments/ Central Government in India</p> <p>3.Proficiency in Hindi and English</p> <p>Experience:</p> <p>Minimum 2 years of experience with Govt. departments. 1 mark</p> <p>Conversant with License procedures required by industries in the state (1 Mark)"</p>	<p>As mentioned above, a typical expert working in lead generation, conversion &amp; aftercare is required to have the following knowledge of being Conversant with License procedures in the state (1 Mark)" to "Conversant with License procedures / overall ease of doing business / regulatory environment of the State / entire promotion cycle / process / RCB process. Hence request Client for the following relaxation on the sub-clause:</p> <p>The client is requested for relaxation on the following sub-clause:</p> <p>"Conversant with License procedures in the state (1 Mark)" to "Conversant with License procedures / overall ease of doing business / regulatory environment of the State / entire promotion cycle / process / RCB process (1 mark)"</p>	As per RFP
59	Section 5, Point 28 / Page Number 22	<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 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."</p>	<p>The Client is requested to kindly confirm on the exact number of Subject Matter Experts required and the experience required and all other pertaining qualifications.</p> <p>Currently, the nature of the clause is too broad and open to interpretation and makes it difficult for the consultants to quantify the effort, team size and time estimate. Please clarify in detail.</p>	As per RFP
60	Section 6, Point 6.1.6 / Page Number 29  (Self Declaration on blacklisting / debarment)	<p>"6.1.6 Format for Self-declaration by Agency for not being Blacklisted (On Agency Letterhead)"</p>	<p>The Client is requested to allow us to submit the blacklisting declaration based on the present status of our blacklisting / debarment as on date of submission of the bid. Thus it is requested to revise the declaration to the effect that "In response to the above mentioned RFP I, _____, as _____ &lt;Designation&gt; _____ of M/s _____, here by declare that our Company/Firm _____ is not blacklisted/banned by any Central/State Government or statutory authority or Public Sector Undertaking (PSU) or regulator as on the date of this declaration.</p>	As per RFP
61	Section 7, Point 7.3.4 / Page Number 40	<p>"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."</p>	<p>It is being clarified to the Client that the consultant can facilitate in providing information on the approvals required for the investments in the state.</p>	As per RFP
62	Section 7, Point 7.4.1 / Page Number 40	<p>"Improving/ upgrading Geographical Information System based online industrial land bank."</p>	<p>It is being clarified to the Client that the consultant can only provide information for upgrading the GIS and not be solely responsible for upgrading the system</p>	As per RFP
63	Section 7, Point 7.6. / Page Number 42 and 43	<p>"Content/ Collateral/ Knowledge Creation and Management..."</p>	<p>It is being clarified to the client that all the technical knowledge, including designing of brochures, creating website, etc will not be part of the consultant's scope fo services.</p> <p>However, the consultant can facilitate and provide support, wherever necessary.</p>	As per RFP, Designing Printing , website desgining . will not fall under the scope of the agency



64	Section 7, Point 7.7.1.1.7 / Page Number 43	"7.7.1.1.7. Assist the national partner in coordinating with event partners and prominent business associations to ensure healthy participation in the event. Primary responsibility of ensuring the healthy participation in the event lies with national partner. Resultantly national partner will approach potential partner organizations and agencies."	The Client is requested to clarify the definition of "national partner", a terminology used in the RFP	National Partner is the agency engaged by MPIDC for organising the event.
65	Section 7 / Page Number 44	"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."	The Client is being informed that the consultant will not provide legal and technical services. The Client is requested to please clarify.	As per RFP
66	Section 8 / Page Number 44	"8. Deliverables, Penalties and Payments"	We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.	As per RFP
67	Section 9, Point 2.8.8. / Page Number 55 Section 5, Point number 4 of the note under Point Number 27 / Page Number 21	"Resource may be replaced only after 6 month 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)."  "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 within 15 days of his/her resignation or any other reason. 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)."	The Client is requested to modify the clauses for the following:  1. In case a deployed resource resigns, suitable replacement has to be provided within 15 days from the last working day of the resource and not within 15 days of his/her resignation.  2. "No resource mentioned under core team would be allowed to be replaced before 6 months" in place of "No resource mentioned under core team would be allowed to be replaced before 1 Year"	As per Corrigendum 01 issued on 01.08.2022
68	No clause in RFP	Limitation of Liability	Client is requested to include to clause to state that we will not be liable for any indirect and consequential losses or damages. This is as per GFR and Meity guidelines and also the industry standard. Even the Contract Act, stipulates and remote and consequential damages are not payable. Client is requested to include the below clause:  "Purchase/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."	As per RFP



69	No clause in RFP	Confidentiality Obligations	<p>Since, Exceptions to confidential information are not provided, Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause:</p> <p>"Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act."</p>	As per RFP
70	No clause in RFP	Confidentiality Obligations	<p>Since parties to whom information can be disclosed is not documented, Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause:</p> <p>"Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes."</p>	As per RFP , Please refer to the note on page no 58 of the draft agreement
71	Section 9, Point 2.8.5 / Page Number 54	<p>"2.8.5 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."</p>	We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.	As per RFP



72	Section 9, Point 2.8.7 / Page Number 55	<p>"Documents/information prepared by the Agency to the property of MPIDC:</p> <p>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."</p>	<p>We request client to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.</p>	As per RFP
73	No clause in RFP	Confidentiality Obligations	<p>Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.</p>	As per RFP
74	<p>Section 2, Point 2.2 / Page Number 4</p> <p>Section 9, Point 2.8.4 / Page Number 54</p>	<p>"2.2 Conflict of Interests"</p> <p>"2.8.4 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."</p>	<p>We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>	As per RFP
75	No clause in RFP	Intellectual Property Rights	<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.</p> <p>"Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations."</p>	As per RFP



76	Section 9, Point 2.7.7.2.3 / Page Number 52	"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"	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract	As per RFP
77	No clause in RFP	No third party disclaimer	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	Not Accepted
78	No clause in RFP	Acceptance	If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:  "Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."	Not Accepted
79	No clause in RFP	Staffing	If there are any circumstances that reasonably restricts travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, you shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages / penalties etc. arising therefrom would be imposed on us under the Contract.	Not Accepted
80	Staffing	If there are any circumstances that reasonably restricts travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, you shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages / penalties etc. arising therefrom would be imposed on us under the Contract.	Request to add this please	Not Accepted



81	Page - 14, Clause 5	<p><b>Performance Bank Guarantee:</b></p> <p>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>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>	Please note that company shall not be held responsible if the work is delayed due to external factors/ dependencies/ reasons beyond control of company	Not Accepted
82	23 (b) (1) , Page 16	The agency should have positive net worth of more than INR 20 crores for the last three Financial Years (FY 21-22, FY 20-21, and FY 19-20)	Please allow Net Worth of Overseas Parent to be considered. It is a fairly standard practice in tendering process to allow the financial credentials of the parent to be used by the Bidder. Companies that have the parent/holding company outside India should not be restricted from participation in this bid.	As per RFP
	23 (b) (2) , Page 16	The agency should have Avg. Annual turnover from Consulting Business in India of more than INR 100 crores for the last three Financial Years (FY 21-22, FY 20-21, and FY 19-20).		
	23 (b) (2) , Page 16	The agency should have positive PAT (Profit after Tax) during the last 3 financial years (FY 21-22, FY 20-21, and FY 19-20).		
83	23 (c) , Page 16	The agency must have on its payroll at least 50 professionally qualified professionals working in the area of Investment promotion, Investor handling, Industrial Policy , Investor facilitation, MoU Follow up or Finance	Request to amend the clause as " The agency and/or its affiliates must have on its payroll at least 50 professionally qualified professionals...." We are a consulting firm with offices spread out across the globe. The professionals with the relevant expertise are based in different offices and we can bring their expertise to this project, only if affiliate credentials are permitted. The evidence of Affiliate relationship shall be submitted.	As per RFP
84	23 (d) , Page 16	Experience of conducting at least 1 Investment Summits in India in last 7 years i.e. ( FY 15-16 to FY 21-22) as Lead Consultant/ Knowledge Partner involving Investment Promotion Program for a State Government	This clause limits the participation only to firms having experience in India. It restricts global firms with strong credentials outside India from participating in the bid. For the sake of wider Participation and better price competition, Companies having experience outside India should be encouraged to participate. This will create a level playing field for all companies, irrespective of the geography they operate. We request amending the clause to " In India or overseas" , wherever applicable	As per RFP
	27 A (1), Page 18	Experience of conducting flagship investment promotion summits (Global Investment/ Investors Summit) in India in the last 10 years as Lead Consultant/ Knowledge Partner involving Investment Promotion Program for State		
	27 A (2), Page 18	Experience of handling projects with duration of minimum 2 years and value of minimum INR 3 crore (exclusive of taxes), in India, in last 10 years, as Lead Consultant/ Knowledge Partner for Central/State Governments or their agencies, or donor agencies involving Investment Life Cycle Management/ Investment Promotion Program Management		
	27 A (3), Page 18	Experience in supporting the State/Central Government in the drafting of Investment policies		



S.No.	RFP Ref/ Page No.	RFP Clause	Clarification Sought / Query	MPIDC's Response
97	Section 5 – Datasheet (Evaluation of CVs), page 19, sub-section 5.27.C	<p>Team Lead – 1 in number (Full time, 100% deployment) 8 Marks Core resource MBA/ equivalent management qualification with minimum 8 years of experience in strategy/consulting /advisory 2. Minimum 4 years of experience in Investment Promotion/ Business Reforms with State/ Central Governments 3. Should have experience of working on at least 2 Investor Summits 4. Should be on company's roll for the last 3 years 5. Proficiency in Hindi and English</p>	We request you to kindly remove the criteria of team leader being on the firms's payroll as it becomes very restrictive. Bidders should be allowed to search the best candidate who matches the requirement. We also request that proposed team leader should have experience of business summits instead of making it compulsory to highlight 2 summit experience as investment summit is just a part of investment promotion. We request criteria should be broadened to select the best candidate for the team leader position.	As per Corrigendum 01 issued on 01.08.2022
		<p>Experience: a. 3 relevant projects (IP/ Business reforms) – 3 Marks b. Experience of conducting 2 Investor Summits – 3 Marks c. Prior experience of working on investment Policies with any state/Central govt – 2 Mark</p>	In continuation to the request made above, we request if scoring can only be considered for having experience of conducting investors summits.	As per Corrigendum 01 issued on 01.08.2022
98	Section 5 – Datasheet (Evaluation of CVs), page 20, sub-section 5.27.C	<p>Lead Generation, Conversion and after care – 5 in number (Full time) Experience 1. Over 3 years of experience in business climate reforms/ policy reforms projects/ governance reforms/ aftercare for Investments required at the State Level. (1 Mark). Conversant with License procedures in the state (1 Mark)</p>	We request only experience of licence procedures should be evaluated instead of keeping it state specific. We request your kindly self to consider this and broaden the selection criteria.	As per RFP
				As per RFP
99	Section 5 – Datasheet (Evaluation of CVs), page 21, sub-section 5.27.C	<p>After Care Cell Support team – 2 in number (Investment MOU/ „Intention to Invest“ Follow-ups) <del>1 marks per resource</del> Minimum 2 years of experience with Govt. departments. 1 mark Conversant with License procedures required by industries in the state (1 Mark)</p>	We request only experience of licence procedures should be evaluated instead of keeping it state specific. We request your kindly self to consider this and broaden the selection criteria	As per RFP
				As per RFP
100	Section 5 - Datasheet (Pre- Qualification Criteria), page 16, sub-section 5.23	b) 2. The agency should have Avg. Annual turnover from Consulting Business in India of more than INR 100 crores for the last three Financial Years (FY 21-22, FY 20-21, and FY 19-20)	We kindly request MPIDC to increase the annual turnover requirement to INR 150 crores in order to ensure quality of bids and continuity of the project.	As per RFP



85	27 A (4), Page 18	Experience of working in Madhya Pradesh on large (Contract Value of minimum INR 1 crores) government consultancy/ advisory projects, in the last five years:	This clause favours ONLY those firms who have worked earlier in Madhya Pradesh and does not offer a level playing field to new entrants. There are equally good firms with similar or better credentials but they get disqualified.	As per RFP
86	27 ( C), Pages 19 -21	Evaluation of CVs	The requirement emphasizes Indian experience and proficiency is required in Hindi, apart from English. This restricts the professionals who have International experience from being a part of the team. We request you to modify the requirement by accepting International experience. Proficiency in Hindi should not be mandatory.	As per RFP
87	Clause No. 5, Data Sheet, Point No. 23(b), Important Financial Criteria, Page No. 16	<b>Important Financial Criteria</b> 1. The agency should have positive net worth of more than INR 20 crores for the last three Financial Years (FY 21-22, FY 20-21, and FY 19-20) 2. The agency should have Avg. Annual turnover from Consulting Business in India of more than INR 100 crores for the last three Financial Years (FY 21-22, FY 20- 21, and FY 19-20). 3. The agency should have positive PAT (Profit after Tax) during the last 3 financial years (FY 21-22, FY 20-21, and FY 19-20).	The current criteria is restrictive in nature which limits the participation to the foreign consulting organizations only. Given both Gol and Govt of MP are promoting self-reliance, it is requested to allow an opportunity for Indian Consulting organization to participate in this tender. Further, this criterion also restricts the MSMEs to participate in the tender. As per the Gol notification No.F.20/2/2014-PPD(Pt.) dated 25th July 2016 (attached at annexure A), it is mandated that MSMEs should not be barred from participating in the tender by making the stringent qualification criteria. Therefore, to provide an equal platform to the Indian Consulting Organizations and to enable a healthy competition, it is requested to consider the below criteria: 1. The agency should have positive net worth for the last three Financial Years (FY 21-22, FY 20-21, and FY 19-20) 2. The agency should have Avg. Annual turnover from Consulting Business in India of more than INR 25 crores for the last three Financial Years (FY 21-22, FY 20-21, and FY 19-20). 3. The agency should have positive PAT (Profit after Tax) during the last 3 financial years (FY 21-22, FY 20-21, and FY 19-20).	As Per RFP
88	Clause No. 5, Data Sheet, Point No. 23(d), Page No. 16	Experience of conducting at least 1 Investment Summits in India in last 7 years i.e. (FY 15-16 to FY 21-22) as Lead Consultant/ Knowledge Partner involving Investment Promotion Program for a State Government.	This criterion will restrict the participation to 2-3 Consulting Organizations who have been doing similar work over the last 10-15 years. However, it is pertinent to note that in the evolving times the way Investment Promotion summits should be organized is very different from what used to happen in the past years. Further, there are many startups Consulting Organizations who have the leaders in the team with experience of delivering such mandates but cannot participate in this tender because of this restrictive criterion. In view of the above it is requested to consider the below clause: <i>Experience of conducting at least 1 Consulting/PMC engagement for a State/Central Government and its departments/agencies in the last 3 years.</i>	As Per RFP
89	Clause No. 5, Data Sheet, Point No. 23(f), Page No. 16	There should not be any non-tax pending litigation against the firm, including any of its member firms or associate firms (using the same brand name to carry out business in India) in any courts across India	Typically, in such clauses the departments do not differentiate between the nature of litigation i.e., non-tax or tax. Therefore, it is suggested to consider the below clause: <i>The Company/Agency should not earlier be blacklisted or under pending litigation/action, suit, proceeding or investigation by any State/ UT Government or Central Government/department/agency(ies)/any Indian tribunal in India from participating in bidding process.</i>	As per Corrigendum 02 issued on 05.08.2022
90	Clause No. 5, Data Sheet, Point No. 27, Evaluation Criteria, S.No. 2, Page No. 18	Experience of handling projects with duration of minimum 2 years and value of minimum INR 3 crore (exclusive of taxes), in India, in last 10 years, as Lead Consultant/ Knowledge Partner for Central/State Governments or their agencies, or donor agencies involving Investment Life Cycle Management/ Investment Promotion Program Management. 1. 1 to 2 States: 2 Marks 2. 3 to 4 States: 5 Marks 3. 5 or more States: 8 Marks	Typically, in Investment Promotion engagements both conducting the summit and managing investment life cycle are an integral part of the scope. Therefore, it is inexplicable to assess companies' strength on Investment Promotion by having two separate criteria. Further, it is highly likely that the Companies may use the same work order/credentials against both the criteria (S.no 1 & 2). Therefore, it is requested to remove this clause.	As per Corrigendum 01 issued on 01.08.2022



91	Clause No. 5, Data Sheet, Point No. 27, Evaluation Criteria, S.No. 5, Page No. 18	Experience of working in Madhya Pradesh on large (Contract Value of minimum INR 1 crores) government consultancy/ advisory projects, in the last five years: 1. 2 marks for every project; subjected to ceiling of 4 marks	We understand that the department is trying to ascertain the presence of Consulting agency in the State of Madhya Pradesh which we believe can be evaluated through one project of this size, therefore it is requested to consider one project instead of two.	As per Corrigendum 01 issued on 01.08.2022
92	Clause No. 5, Data Sheet, Point No. C, Experience of On- Site Team, Page No. 19	Team Lead –1 in number (Full time, 100% deployment) 8 Marks Core resource 4. Should be on company's roll for the last 3 years Payment Schedule	This criterion restricts the agency to attract the best possible talent from the market and therefore should be reworded as: <i>Should be on company's roll at the time of deployment</i> Investment promotion assignment started in 2012 when Govt. of MP onboarded a professional consulting agency and linked their payments to submission of MPR/QPR i.e., on mere deployment of people. Over the last 10 years, there has been significant addition in the inhouse institutional capacity of agencies like MP TRIFAC, MPIDC etc. Therefore, it is pertinent to have a relook at the payment milestones. It is suggested to link at least 50% of the payment to the deployment and the remaining 50% on outcome achieved by the consulting agency. Outcome such as incremental investment and/or employment can very well be defined in the tender. There is a precedence in this regard wherein Govt. of Punjab in 2018 published a tender and successfully onboarded a professional consulting agency. In this tender, 21% of the total project fee was linked to incremental investments attracted with the efforts of Consulting agency. Please refer to P.no. 32 of the tender document which is attached at Annexure 2.	As per Corrigendum 01 issued on 01.08.2022
93	Clause No. 8. Deliverables, Penalties and Payments, Page No. 44			As per RFP
94	Section 5 - Datasheet (Pre-Qualification Criteria), page 16, sub-section 5.23	(d). Experience of conducting at least 1 Investment Summits in India in last 7 years i.e. ( FY 15-16 to FY 21-22) as Lead Consultant/ Knowledge Partner involving Investment Promotion Program for a State Government.	We kindly request MPIDC to broaden the scope of this clause to include investment promotion projects with any state government which could consist of investment summits.	As pe RFP
95	Section 5 - Datasheet (Evaluation Criteria), page 18, sub-section 5.27	Experience of conducting flagship investment promotion summits (Global Investment/ Investors Summit) in India in the last 10 years as Lead Consultant/ Knowledge Partner involving Investment Promotion Program for State. 1) 1 to 2 Summits: 3 Marks 2) 3 or more Summits: 5 Marks	We kindly request to expand the ambit of this evaluation clause to include Investment promotion projects with minimum project duration of at least 6 months. Further, we humbly request to reduce the scoring slab to invite healthy competition in the bidding process.	As pe RFP
96	Section 5 – Datasheet (Evaluation Criteria), page 18, sub-section 5.27	Experience of handling projects with duration of minimum 2 years and value of minimum INR 3 crore (exclusive of taxes), in India, in last 10 years, as Lead Consultant/ Knowledge Partner for Central/State Governments or their agencies, or donor agencies involving Investment Life Cycle Management/ Investment Promotion Program Management. 1) 1 to 2 States: 2 Marks 2) 3 to 4 States: 5 Marks 3) 5 or more States: 8 Marks	We would request to kindly lower the project value requirements to INR 50 Lakhs involving investment promotional engagements as a key part of the assignment. Moreover, we request you to kindly consider 'number of projects' instead of 'number of states' for fair evaluation in this category to assign weightage to diversified experience.	As per Corrigendum 01 issued on 01.08.2022