REQUEST FOR PROPOSAL

For

“Selection of Consultant for Programme Management Unit (PMU) towards Strengthening Horticulture & Food Processing Sector in Madhya Pradesh through Investment Promotion, Trade Strategy Recommendation, Investment Climate Reform Strategy and Implementation Assistance”
# Table of Contents

1. Introduction .......................................................................................................................... 5  
   1.1 Background ....................................................................................................................... 5  
   1.2 Key Objectives ................................................................................................................ 6  
   1.3 Request for Proposals ...................................................................................................... 6  
   1.4 Scope of Work .................................................................................................................. 6  
   1.5 Due diligence by Applicants ......................................................................................... 8  

2. INSTRUCTIONS TO APPLICANTS ................................................................................. 9  
   2.1 Scope of Proposal ............................................................................................................ 9  
   2.2 Selection Process (e-Tendering System) ....................................................................... 9  
   2.3 Project Duration ............................................................................................................. 9  
   2.4 Deliverables & Payments .............................................................................................. 9  
   2.5 Role of Consultant Staff and MPSAIDC ...................................................................... 9  
   2.6 Qualification of Consultant Staff ................................................................................. 10  
   2.7 Right to reject any or all Proposals ............................................................................. 11  
   2.8 MPSAIDC’s Interest ....................................................................................................... 11  
   2.9 Confidentiality ............................................................................................................... 11  
   2.10 Conflict of Interest ....................................................................................................... 11  
   2.11 Unfair Competitive Advantage ................................................................................... 11  
   2.12 Number of Proposals .................................................................................................. 11  
   2.13 Verification of information ......................................................................................... 11  
   2.14 Appointment of Consultant ....................................................................................... 12  
      A. Negotiations ................................................................................................................ 12  
      B. Substitution of Key Experts ....................................................................................... 12  
      C. Indemnification .......................................................................................................... 12  
      D. Force Majeure; Other Changes in Conditions ......................................................... 12  
      E. Termination ............................................................................................................... 12  
   2.15 Award of Consultancy .................................................................................................. 13  
   2.16 Execution of Agreement ............................................................................................. 13  
   2.17 Commencement of assignment ................................................................................. 13  
   2.18 Proprietary data ......................................................................................................... 13  
   2.19 Fraud and Corrupt Practices ..................................................................................... 14  
   2.20 Subcontracting/ Subletting/ Outsourcing .................................................................. 14  
   2.21 Clarifications ............................................................................................................. 14  
   2.22 Amendment of RFP .................................................................................................... 14  
   2.23 Settlement of Disputes ............................................................................................... 15  
      A. Amicable Settlement ................................................................................................... 15  

3. Preparation and Submission of Proposal ........................................................................... 16  
   3.1 Language ....................................................................................................................... 16  
   3.2 Submission of Proposal .............................................................................................. 16  
   3.3 Minimum Eligibility (Mandatory) Criteria for compliance ....................................... 17  
   3.4 Technical Proposal ....................................................................................................... 19  
   3.5 Financial Proposal ........................................................................................................ 19  
   3.6 Proposal Due Date ....................................................................................................... 19  
   3.7 Modification/ substitution/ withdrawal of Proposals ................................................. 19  
   3.8 Evaluation of Proposals .............................................................................................. 20  

4. Criteria for Evaluation ........................................................................................................ 20  
   4.1 Evaluation of Technical Proposals - Part A and Part B .............................................. 20  
   4.2 Evaluation of Financial Proposal ................................................................................ 22  
   4.3 Combined and final evaluation ..................................................................................... 22  

Annexure I: Forms for Minimum Eligibility Criteria ............................................................. 23  
   Form-1: Letter of Submission for Minimum Eligibility Criteria .................................... 24  
   Form-2: Details of the Bidder ........................................................................................... 25  
   Form-3: Power of Attorney ............................................................................................... 26  
   Form-4: Self-certification Blacklisting ............................................................................ 27  
   Form-5: Financial Capacity of the Applicant ................................................................. 28
## Datasheet

<table>
<thead>
<tr>
<th>S No</th>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tender Release Date</td>
<td>01/10/2019</td>
</tr>
<tr>
<td>2.</td>
<td>Official Website</td>
<td><a href="http://www.mpagro.org">www.mpagro.org</a></td>
</tr>
<tr>
<td>3.</td>
<td>Last date for receiving online queries for clarification</td>
<td>09/10/2019 before 05.00 PM</td>
</tr>
<tr>
<td>4.</td>
<td>Official Email address</td>
<td><a href="mailto:mpagrohobpl@gmail.com">mpagrohobpl@gmail.com</a></td>
</tr>
<tr>
<td>5.</td>
<td>Date of Pre- Bid Meeting</td>
<td>10/10/2019 at 12.30 PM</td>
</tr>
<tr>
<td>6.</td>
<td>Response to queries (Online with corrigendum if any)</td>
<td>14/10/2019 at 05.00 PM</td>
</tr>
<tr>
<td>7.</td>
<td>Last date of bid submission (Online)</td>
<td>22/10/2019</td>
</tr>
<tr>
<td>8.</td>
<td>Last date of bid submission (Printed Copy of Proposal - Minimum Eligibility</td>
<td>23/10/2019 before 02.00 PM</td>
</tr>
<tr>
<td></td>
<td>Criteria and Technical Proposal only. Financial Proposal is NOT required to</td>
<td></td>
</tr>
<tr>
<td></td>
<td>be submitted in printed version</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Proposal Opening for Minimum Eligibility Criteria Only</td>
<td>23/10/2019 at 03.00 PM</td>
</tr>
<tr>
<td>10.</td>
<td>Technical Proposal Opening - only selected bidders qualified in Minimum</td>
<td>24/10/2019 at 12.30 PM</td>
</tr>
<tr>
<td></td>
<td>Eligibility Criteria</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Technical Presentation</td>
<td>To be communicated</td>
</tr>
<tr>
<td>12.</td>
<td>Financial Bid Opening - only selected bidders qualified in Technical</td>
<td>To be communicated</td>
</tr>
<tr>
<td></td>
<td>Evaluation Criteria</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Letter of award</td>
<td>To be communicated</td>
</tr>
<tr>
<td>14.</td>
<td>Start Date</td>
<td>Within one week from issue of LOA</td>
</tr>
<tr>
<td>15.</td>
<td>Cost of Tender (Demand Draft)</td>
<td>INR 15,000/- (non-transferable &amp; non-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>refundable)</td>
</tr>
<tr>
<td>16.</td>
<td>Earnest Money Deposit (Demand Draft/ Bank Guarantee)</td>
<td>INR 3,00,000/-</td>
</tr>
<tr>
<td>17.</td>
<td>Performance Bank Guarantee</td>
<td>5% of the Agreement Value</td>
</tr>
<tr>
<td>18.</td>
<td>Demand Draft/ Bank Guarantee should be addressed in favor of Managing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Director, MPSAIDC, Panchanan, 3rd Floor, Malviya Nagar, Bhopal</td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Submission Type</td>
<td>Online bid through e-Tendering system</td>
</tr>
<tr>
<td>20.</td>
<td>Method of Selection</td>
<td>QCBS 80:20 (Quality cum Cost Based Selection)</td>
</tr>
<tr>
<td>21.</td>
<td>Contact Person</td>
<td>Shri D.K.Puranik</td>
</tr>
<tr>
<td>22.</td>
<td>Contact &amp; Meeting Address (Pre-Bid &amp; Bid Opening)</td>
<td>Panchanan, 3rd Floor, Malviya Nagar, Bhopal</td>
</tr>
<tr>
<td>23.</td>
<td>Phone</td>
<td>0755-2551652, 2551756, 2761392</td>
</tr>
<tr>
<td>24.</td>
<td>Fax</td>
<td>0755-2557305</td>
</tr>
<tr>
<td>25.</td>
<td>Bid Validity Period</td>
<td>120 days from the Proposal Due Date</td>
</tr>
<tr>
<td>26.</td>
<td>Consortium</td>
<td>Not Allowed</td>
</tr>
</tbody>
</table>

### Note:
- MPSAIDC Reserves the right to change any schedule of the bidding process. Please visit MPSAIDC website mentioned in document regularly for the same. [www.mpagro.org](http://www.mpagro.org)
- Proposals must be received online on or before the date and time as mentioned in the Fact Sheet. Proposals that are received after the deadline will not be considered in this bidding process.
1. Introduction

1.1 Background

Madhya Pradesh is one of the leading producers of horticulture crops and possesses a unique advantage on account of its growth in area and production over the last few years. The state is surplus in several crops, possesses 11 agro climatic zones and is power surplus. Being the major producer of major horticulture crops such as Orange, Guava, Pomegranate, Onion, Tomato, Potato, Chillies, Coriander, Garlic, Red Chilli etc., Madhya Pradesh can help institutional buyers achieve scale of economies in processing and trade.

MP ranks 3rd in overall production of horticultural crops having 8.85 % share of national production. It ranks 1st in production of Orange, Isabgol, Garlic and rank 2nd in production of Onion, Guava, Green Pea, Tomatoes, Chillies (Green). The state also ranks 1st in the production of medicinal & aromatic plants and 5th in the production of flowers. At present, 20.21 lakh ha area (As per 2017-18 2nd AE) is under horticulture cultivation including fruits, vegetables, flowers, spices and medicinal crops. Growth rate of production of horticulture crops is one of the highest with over 10% per annum. Given below table showcase the leading horticultural crops grown in Madhya Pradesh:

<table>
<thead>
<tr>
<th>S No</th>
<th>Crops</th>
<th>Major Production Districts</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mandarin Orange</td>
<td>Agar Malwa, Chhindwara, Shajapur, Mandsaur, Ujjain, Neemuch, Rajgarh</td>
</tr>
<tr>
<td>2.</td>
<td>Guava</td>
<td>Rewa, Khargone, Ujjain, Vidisha, Indore, Ratlam, Singrauli, Katni</td>
</tr>
<tr>
<td>3.</td>
<td>Mango</td>
<td>Betul, Katni, Anuppur, Alirajpur, Rewa, Singrauli, Balaghat, Chhindwara, Sidhi</td>
</tr>
<tr>
<td>4.</td>
<td>Banana</td>
<td>Burhanpur, Dhar, Barwani, Khargone, Khandwa, Harda, Katni, Jabalpur, Sidhi, Balaghat</td>
</tr>
<tr>
<td>5.</td>
<td>Pomegranate</td>
<td>Shajapur, Khargone, Agar Malwa, Dhar, Ujjain, Khandwa, Dewas, Vidisha, Barwani, Burhanpur</td>
</tr>
<tr>
<td>6.</td>
<td>Tomato</td>
<td>Shivpuri, Chhindwara, Dhar, Sagar, Jhabua, Shajapur, Raipsen, Jabalpur, Dewas, Rewa</td>
</tr>
<tr>
<td>7.</td>
<td>Potato</td>
<td>Indore, Shajapur, Ujjain, Chhindwara, Sagar, Dewas, Morena, Gwalior, Singrauli, Rajgarh</td>
</tr>
<tr>
<td>8.</td>
<td>Onion</td>
<td>Dewas, Rewa, Shajapur, Indore, Sagar, Khandwa, Ujjain, Shivpuri, Ratlam, Agar Malwa</td>
</tr>
<tr>
<td>9.</td>
<td>Green Pea</td>
<td>Jabalpur, Chhindwara, Ratlam, Indore, Dewas, Ujjain, Narsinghpur, Sagar, Datia, Tikamgarh</td>
</tr>
<tr>
<td>10.</td>
<td>Garlic</td>
<td>Neemuch, Ratlam, Sagar, Ujjain, Mandsaur, Indore, Chhindwara, Shivpuri, Shajapur, Rajgarh</td>
</tr>
<tr>
<td>11.</td>
<td>Coriander</td>
<td>Guna, Rajgarh, Mandsaur, Agar Malwa, Sehore, Neemuch, Ashoknagar, Sheopur, Rewa, Satna</td>
</tr>
<tr>
<td>12.</td>
<td>Red Chilies</td>
<td>Khargone, Dhar, Chhatarpur, Tikamgarh, Khandwa, Rewa, Barwani, Gwalior, Agar Malwa, Panna</td>
</tr>
</tbody>
</table>

Food Processing Industry acts as a driving force to the growth of farming community. It helps as another marketing option to farmers leading to decrease in post-harvest losses and increase in farmer’s income. It also has income and employment generating potential for rural population and women in particular. Given this innate potential to auger inclusive growth, State Government is focused on harnessing potential of food processing in the state through new opportunities,
strategies and necessary actions which need to be taken to boost private sector participation and accelerate investment in food processing in Madhya Pradesh.

However, even after availability of marketable surplus in major crops, farmers are not able to realize remunerative price of their produce. This is due to

- Inefficient value addition activities and constraints in supply chain system
- Farmers follow traditional cultivation practices followed by weak market linkages
- Lack of technical know-how and non-availability of quality seeds/planting material restricts the production of high quality produce.
- Poor grading, packaging and processing facilities coupled with poor transport systems further add to the woes of horticulture producers.

In this context, Madhya Pradesh State Agro Industries Development Corporation (MPSAIDC) is willing to take-up cluster based approach for development of Horticulture and Food Processing Sector in Madhya Pradesh with focus on strengthening value chain of top 10 potential crops grown in the state.

### 1.2 Key Objectives

The objectives of the program will be to establish clusters of 10 horticultural crops by strengthening its value chain backed by supportive policy and private sector participation. Strategic Crop Development Plan having short, medium and long term intervention would be required to achieve:

1. Market Led production of horticultural crops in clusters to achieve economies of scale
2. Capacity building of farmers, especially small and medium, through technical knowledge dissemination towards better price realization
3. Start-up ecosystem in Horticulture & Food Processing Sector towards job creation
4. Private sector participation towards infrastructure development at block and district level backed by supportive policy and programmes

### 1.3 Request for Proposals

MPSIADC invites proposals for “Selection of Consultant for Programme Management Unit (PMU) towards Strengthening Horticulture & Food Processing Sector in Madhya Pradesh through Investment Promotion, Trade Strategy Recommendation, Investment Climate Reform Strategy and Implementation Assistance” in accordance with the Scope of Work (SOW). MPSAIDC intends to select the consultants (the Bidders) through an open competitive bidding process in accordance with the procedure set out herein.

### 1.4 Scope of Work

The selected bidder will have to provide requisite competent manpower mentioned in the RFP for execution of work defined in this section. The scope mentioned below is indicative and MPSAIDC reserves the right to utilize the resources provided to it for activities which MPSAIDC consider to be higher in priority as and when required.

**Task 1: Value Chain Analysis of top 10 Horticulture Produce in Madhya Pradesh**

- To analyze trends in area, production and productivity at global, national and state level.
- To assess price fluctuations in major markets in India
- To analyze market structure which includes-
- Stake holders, Intermediaries and market at various stage of value chain
- Market structure, type of market participants, their relationship and role in value chain

► To do comparative analysis of cost price relation, efficiency of market, cause of difference in wholesale and retail price, value chain from farmer to consumer.
► Gap assessment such as skill requirement, Infrastructure required, support required from government, etc.
► Drafting of 10 Crop Development Plan for 5 years

**Task 2: Reforms towards Ease of Doing Agribusiness in Madhya Pradesh**

► Conduct gap analysis of the existing investment promotion strategies deployed by the State in context of Food Processing and evaluate the effectiveness in its implementation
► Benchmarking with global best practices and case studies for identified potential crops
► Analyze the best investment promotion strategies and practices adopted by other States and countries and suggesting how the same can be implemented by the State
► Preparation of draft compendium of schemes, programmes & policy level implementation strategies
► Create knowledge content and develop various marketing collaterals like State pitch presentations, Horticulture & Food Processing profiles, Cluster profiles and investor guide
► Assist in the identification and evaluation of potential national and international investors in Agriculture/ Horticulture & Food Processing Sector
► Design Horticulture & Food Processing focused contact strategy and action plan to reach the targeted investors and processors to promote Madhya Pradesh as an investment destination
► Investor Database Management and develop follow up strategies for lead conversions
► Assist Department in planning and participation in various events of national and international importance, multi-lateral forums, trade fairs, conferences, etc.
► Assistance towards collaboration with global embassies, chamber of commerce and business councils
► Assist in drafting memorandum of understanding, agreements etc. on behalf of MPSAIDC
► Time to time review of various policies/ strategies, incentives, support packages adopted by other states/ countries to attract mega investments, including recommendations to Government on policies, procedures and fiscal incentives. Provide feedback to Government on gaps and anomalies in policies, and offer suggestions in this regard
► Support activities towards related knowledge management.

**Task 3: Support towards Trade Related Recommendations**

► Analyze the current trade policy and initiatives, institutional and regulatory environment and regulatory interfaces
► Identify the issues faced by the Food Processing segment within the manufacturing industry
► Analyze the key bottlenecks impacting the ease of doing agribusiness in Madhya Pradesh
► Assist in identifying the key aspects of institutional strengthening and organizational restructuring and developing strategy for institutional reforms and capacity building.
► Assist in facilitating the implementation of comprehensive set of measures to improve the ease of doing agribusiness with time bound and transparent resolution of issues.
► Assist the State in developing a one stop interface / single window clearance system for all trade related engagements with the objective of achieving trade facilitation by improving
administrative efficiency and effectiveness, reducing costs and time to markets and increasing predictability in global trade.

► Assist in formulating export promotion policy by analyzing the best practices and policies adopted by other states and countries and suggesting the relevant best practices to be incorporated.

**Task 4: Outreach Strategy for Market Linkage, Trade & Investment Promotion**

► Stakeholder Consultation Workshop on Draft Policy and Package of Practice
► Product profiling and preparation of Marketing Collaterals and outreach materials
► Content development for MPSAIDC portal on the top 10 crops to make it more informative and attractive for stakeholders.
► Assistance towards strengthening Horticulture based Agripreneurship/ Start – up development in Potential Clusters
► Annual workshops for Department Officials / Industry Delegates / Investors on various Government sponsored schemes and programmes, latest trends and demand in Global markets in Horticulture & Food Processing
► Assistance towards National / International Investor Outreach, B2B, G2B, G2G meetings and aftercare services support

**1.5 Due diligence by Applicants**

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the proposal by paying a visit to the Authority, sending written queries to the Authority, and attending the Pre-bid meeting on the date and time specified in Datasheet.
2. INSTRUCTIONS TO APPLICANTS

2.1 Scope of Proposal

Detailed description of the objectives, scope of services and other requirements relating to this Consultancy are specified in this RFP. In case a bidding firm possesses the requisite experience and capabilities required for undertaking the consultancy, it may participate in the selection process individually in response to this RFP. The way the proposal is required to be submitted, evaluated and accepted is explained in this RFP.

Bidders are advised that the selection of consultant will be based on an evaluation by MPSAIDC through the selection process specified in this RFP. Bidders will be deemed to have understood and agreed that no explanation or justification for any aspect of the selection process will be given and that MPSAIDC decisions are without any right of appeal whatsoever.

Bidders will submit their proposal in the form and manner specified in this RFP:

► Minimum Eligibility Criteria : Annexure I
► Technical Proposal : Annexure II
► Financial Proposal : Annexure III

Upon selection, bidder will be required to enter into an agreement with MPSAIDC in the form specified at Appendix-IV.

2.2 Selection Process (e-Tendering System)

MPSAIDC has adopted a two-stage selection process for evaluating the Proposals comprising technical and financial bids invited under e-tendering system from experienced agencies fulfilling the eligibility criterion mentioned in this RFP.

2.3 Project Duration

The total time period of the assignment shall be for 36 months from the date of signing of the contract & same may be extended by MPSAIDC for maximum 24 months (Not exceeding 24 months) depending on the performance of the Consultant at the finalized terms and conditions.

2.4 Deliverables & Payments

In consideration of the Services performed, the Selected bidder will be entitled for payment of fees consideration as per the following payment schedule with the approval of MPSAIDC:

<table>
<thead>
<tr>
<th>S No</th>
<th>Particulars</th>
<th>% of Total Contract Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Team Mobilization</td>
<td>10%</td>
</tr>
<tr>
<td>2</td>
<td>Submission of Quarterly Progress Report</td>
<td>90% in 12 equal instalments</td>
</tr>
<tr>
<td></td>
<td><strong>GRAND TOTAL</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

2.5 Role of Consultant Staff and MPSAIDC

The Project Management Unit (PMU) will report directly to the Nodal Officer at MPSAIDC Office and would be responsible for executing the work to the satisfaction of Nodal Officer, on quarterly basis. The Nodal Officer will be a facilitator within the MPSAIDC office however all the important data collection, analysis and reporting will have to be done by the Project Management Unit (PMU) team.
The manpower so deployed will be utilized for carrying out the activities mentioned in scope of work or for any other activity as required for horticulture, food processing or economic development of state as decided by MPSAIDC / Government of Madhya Pradesh.

Besides, manpower can be increased or decreased as and when required by MPSAIDC depending on the scope of work. The terms and conditions will remain the same as per the signed agreement between bidder and MPSAIDC. MPSAIDC will have the right to ask for replacement of entire / or any team member who do not display adequate expertise and experience in the required field or for any reason. The replacement has to be to the satisfaction of MPSAIDC.

### 2.6 Qualification of Consultant Staff

MPSAIDC reserves the right to interview the team members proposed by the bidder

<table>
<thead>
<tr>
<th>#</th>
<th>Team Member</th>
<th>Brief description of desired profile</th>
</tr>
</thead>
</table>
| 1.  | Project Director (Part Time) – 1 Position | He/ She should have an experience of over 14 years. He/ She should be a Partner with the consulting firm for at least 1 year, have required exposure in Investment & Trade promotion activities at central & state level. MPSAIDC & allied departments will leverage his/ her learning’s towards connecting with Investors, Institutional buyers and national & international private players in Agribusiness & Food Processing sector. Project Director will also help MPSAIDC and related state departments in coordination with Central Government Ministries/ Departments/ related bodies.  
*Detailed selection parameters are explained in clause 4.1.* |
| 2.  | Project Manager (Full Time) – 1 Position | He/ She should have an experience of over 10 years. He/ She should be a Manager with the firm for at least 1 year, have good exposure in agriculture/ horticulture and food processing sector. He/ She should have worked on creating Clusters/ Farmer Groups or FPOs and established backward and forward linkages for them. He/ She should have good understanding of creating sector development roadmap, branding, marketing and investment promotion related outreach activities. He/ She should have led a team for at least 1 similar project with state/ central government departments in India. MPSAIDC & allied departments will leverage his/ her learning’s for project management and assistance towards sector development activities such as cluster development, roadmap for FPO strengthening, outreach to Investors & Institutional buyers.  
*Detailed selection parameters are explained in clause 4.1.* |
| 3.  | Agriculture / Horticulture Expert (Full Time) – 1 Position | He/ She should have an experience of over 10 years with good exposure in agriculture/ horticulture and food processing sector. He/ She should have worked on creating Clusters/ Farmer Groups or FPOs and established backward and forward linkages for them. MPSAIDC & allied departments will leverage his/ her learning’s towards agriculture & allied sector development activities such as cluster development, FPO strengthening, capacity building and skill development on post-harvest management and value addition activities, establishing institutional linkages.  
*Detailed selection parameters are explained in clause 4.1.* |
| 4.  | Investment Promotion Expert (Full Time) – 1 Position | He/ She should have an experience of over 10 years having good exposure in Investor outreach activities for Investment & Trade Promotion. MPSAIDC & allied departments will leverage his/ her learning’s for Investor outreach for Investment Promotion in Horticulture & Food Processing sector in the state.  
*Detailed selection parameters are explained in clause 4.1.* |
| 5.  | Support Consultant (Full Time) – 1 Position | He/ She should have an experience of over 3 years having good exposure in Investor outreach activities, understanding of horticulture & food processing sector. Support Consultant will provide support team in various research and on-ground visits.  
*Detailed selection parameters are explained in clause 4.1.* |
Note:

- During the period of consultancy, Project Management Unit (PMU) will be placed in Bhopal and will be stationed in workspace provided by MPSAIDC in Panchanan Bhawan, Malviya Nagar, Bhopal, Madhya Pradesh.

- PMU will provide updates on progress and emergent findings to related sector on quarterly basis with MPSAIDC.

2.7 Right to reject any or all Proposals

Notwithstanding anything contained in this RFP, MPSAIDC reserves the right to accept or reject any proposal and to annul the selection process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8 MPSAIDC’s Interest

The Project Management Unit (PMU) shall provide professional, objective, and impartial advice and at all times and hold interests of the MPSAIDC and Madhya Pradesh Government paramount.

2.9 Confidentiality

The Project Management Unit (PMU) shall keep all the information pertaining to the assignment CONFIDENTIAL and shall not provide/disclose any information of the assignment to anybody except on specific instructions from MPSAIDC.

2.10 Conflict of Interest

The Bidder should not have conflict of interest that may affect the selection process. Any applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, MPSAIDC shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to MPSAIDC for, inter alia, the time, cost and effort of MPSAIDC including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to MPSAIDC hereunder or otherwise.

2.11 Unfair Competitive Advantage

Fairness and transparency in the selection process require that the bidder competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. Bidders are requested to contact MPSAIDC office for any kind of clarification related to this RFP.

2.12 Number of Proposals

The bidder shall submit only one Proposal. If any bidder submits more than one proposal, it will be disqualified and rejected.

2.13 Verification of information

Bidders are encouraged to submit their respective proposals after verification of the schemes, guidelines etc. within the purview of this RFP and the applicable laws and regulations or any other matter considered relevant by them.
2.14 Appointment of Consultant

A. Negotiations
The selected bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the proposal but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plans shall be discussed during negotiations. In case the selected bidder fails to reconfirm its commitment, MPSAIDC reserves the right to designate the next ranked bidder as the selected bidder and invite it for negotiations.

B. Substitution of Key Experts
MPSAIDC will not normally consider any request of the selected bidder for substitution of Key Experts as the ranking of the bidder is based on the evaluation of Key Experts and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Experts is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. MPSAIDC expects all the Key Experts to be available during implementation of the agreement.

C. Indemnification
The Consulting agency shall indemnify MPSAIDC, (i) bodily injury or damage to tangible personal property caused by the consulting Firm’s negligence or wilful misconduct, or (ii) infringement of a third party’s intellectual property. The Consultant shall, subject to the provisions of the Agreement, indemnify MPSAIDC for an amount not exceeding the value of the agreement for any direct loss or damage that is caused due to any deficiency in services.

D. Force Majeure; Other Changes in Conditions
In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Consulting agency shall give notice and full particulars in writing to MPSAIDC of such occurrence, “change if the Consulting agency is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the agreement. The Consulting agency shall also notify MPSAIDC of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this article, MPSAIDC shall take such action as, in its sole discretion; it considers being appropriate or necessary in the circumstances, including the granting to the Consulting agency of a reasonable extension of time in which to perform its obligations under the Contract.

If the Consulting agency is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the agreement MPSAIDC shall have the right to suspend or terminate the agreement on the same terms and conditions as are provided for in clause, “Termination”, except that the period of notice shall be seven (7) days instead of thirty (30) days. Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

E. Termination
If the Consulting agency fails to deliver any or all of the deliverables within the time period(s) specified in the contract, or fails to perform any of the terms, conditions, or obligations of the contract, or should the Consulting agency be adjudged bankrupt, or be liquidated or become
insolvent, or should the Consulting agency make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Consulting agency, MPSAIDC may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the Contract, forthwith, in whole or in part, upon thirty (30) days’ notice to the Consulting agency.

MPSAIDC reserves the right to terminate without cause this Contract at any time upon thirty (30) days prior written notice to the Consulting agency, in which case, MPSAIDC shall reimburse the Consulting agency for all reasonable costs incurred by the Consulting agency prior to receipt of the notice of termination. In the event of any termination no payment shall be due from MPSAIDC to the Consulting agency except for work and services satisfactorily performed in conformity with the express terms of this contract.

Upon the giving of such notice, the Consulting agency shall have no claim for any further payment but shall remain liable to MPSAIDC for reasonable loss or damage, which may be suffered by MPSAIDC for reason of the default. The Consulting agency shall not be liable for any loss or damage if the failure to perform the contract arises out of force majeure. Upon termination of the contract MPSAIDC may require the Consulting agency to deliver any finished work which has not been delivered and accepted, prior to such termination and any materials or work-in-process related specifically to this contract. Subject to the deduction of any claim MPSAIDC may have arising out of this contract or termination, MPSAIDC will pay the value of all such finished work delivered and accepted by MPSAIDC. The initiation of arbitral proceedings in accordance with Clause “Settlement of Disputes” below shall not be deemed a termination of this Contract.

2.15 Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by MPSAIDC to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, MPSAIDC will appropriate the Bid Security of such bidder.

2.16 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in the RFP. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.17 Commencement of assignment

The Consultant shall commence the Services within 10 (ten) days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the agreement or commence the assignment as specified herein, MPSAIDC may invite the second ranked bidder for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions in this RFP.

2.18 Proprietary data

Subject to the provisions in this RFP, all documents and other information provided by MPSAIDC or submitted by the bidder to MPSAIDC shall remain or become the property of MPSAIDC. Applicants and the Consultant, as the case may be, are to treat all information as strictly
confidential. MPSAIDC will not return any proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to MPSAIDC in relation to the Consultancy shall be the property of MPSAIDC. The ownership of all such data shall remain with MPSAIDC.

2.19 Fraud and Corrupt Practices

The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, MPSAIDC shall reject a proposal without being liable in any manner whatsoever to the bidders, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt or undesirable practice in the selection process. In such an event, MPSAIDC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre-estimated compensation and damages payable to MPSAIDC for, inter alia, time, cost and effort of MPSAIDC, in regard to the RFP, including consideration and evaluation of such bidder’s proposal.

2.20 Subcontracting/ Subletting/ Outsourcing

The agency shall not Sub-Contract/ Sub-let/ Outsource the whole/ part of the Services mentioned in the Scope of Work (SoW). Project Manager should be on payroll of the firm and have spent at least one year as Manager within the firm.

2.21 Clarifications

If any clarification is required on RFP, bidders can send queries to MPSAIDC in writing by e-mail before the date mentioned in the datasheet. The email shall clearly bear the subject line as "Queries concerning RFP for “Selection of Consultant for Programme Management Unit (PMU) towards Strengthening Horticulture & Food Processing Sector in Madhya Pradesh through Investment Promotion, Trade Strategy Recommendation, Investment Climate Reform Strategy and Implementation Assistance”

MPSAIDC shall endeavour to respond to the queries within the period specified therein but not later than date defined in the datasheet. MPSAIDC will post the reply to all such queries on the Official Website without identifying the source of queries. MPSAIDC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this clause shall be construed as obliging MPSAIDC to respond to any question or to provide any clarification.

<table>
<thead>
<tr>
<th>Section &amp; Page No.</th>
<th>Content of RFP Requiring Clarifications</th>
<th>Change / Clarification Requested</th>
<th>Remarks</th>
</tr>
</thead>
</table>

2.22 Amendment of RFP

At any time prior to the deadline for submission of proposal, MPSAIDC may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the RFP document by the issuance of addendum/ amendment and posting it on the www.mptenders.gov.in and www.mpagro.org

All such amendments be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants. In order to afford the bidder a reasonable
time for taking an amendment into account, or for any other reason, MPSAIDC may, in its sole discretion, extend the Proposal Due Date.

While extending the Proposal Due Date on account of an addendum, MPSAIDC shall have due regard for the time required by bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Proposal Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

2.23 Settlement of Disputes

The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State of Madhya Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

A. Amicable Settlement

In case of any dispute arising between the Agency and MPSAIDC the matter shall be referred to General Manager of the Corporation. In case the supplier is not satisfied with the decisions of General Manager the matter shall be referred to the Managing Director of the Corporation.

B. Arbitration

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party or the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the Arbitration Act.
3. Preparation and Submission of Proposal

3.1 Language

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

3.2 Submission of Proposal

The proposal is invited under e-tendering system from experienced agencies fulfilling the eligibility criteria mentioned in this RFP.

a) Bidders are required to read carefully the terms and conditions of the RFP document.

b) Submit documents/ relevant information mentioned in RFP document which is available on website only after affixing their digital signatures as a token of acceptance.

c) Any amendment / amendments in the document including extension of date etc., such amendment/ amendments will be uploaded on MPSAIDC website www.mpagro.org & on www.mptenders.gov.in. No further notification will be published in the newspaper. Therefore, interested bidders are advised to visit MPSAIDC website regularly for any update. It is also to be noted that any such amendments will be part of the RFP.

d) Bidders will have to get registration with www.mptenders.gov.in for e-tendering. Without registration, Bid cannot be uploaded on portal. To participate in Online TENDER, interested bidder will require registration at portal and valid class 3 digital signature certificates. Any charge/ fee required for registration by www.mptenders.gov.in is to be paid by Bidder.


f) Bidders can upload Technical (Part A as Minimum Eligibility Criteria and Part B Technical Proposal) in pdf and Financial Proposal (BOQ) by paying on-line payment INR 15,000/- (Rs. Fifteen Thousand Only) on www.mptenders.gov.in as tender document fee and INR 300000/- (Rs. Three Lakh Only) as EMD. One printed copy of Technical Proposal needs to submitted at MPSAIDC office in designated Tender Box before opening of Technical Bid as given in Datasheet.

g) The Proposal shall be signed by the authorised signatory of the bidder who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the proposal shall be initialled by the person(s) signing the proposal. The Proposals must be properly signed by the authorised representative (the “Authorised Representative”) as detailed below:

I. by the proprietor, in case of a proprietary firm; or
II. by a partner, in case of a partnership firm and/or a limited liability partnership; or
III. by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a Corporation.
3.3 Minimum Eligibility (Mandatory) Criteria for compliance

All bidders must read carefully the minimum conditions of eligibility and comply the given below minimum eligibility criteria. Proposals of only those bidders who satisfy the Conditions of minimum eligibility will be considered for evaluation. Bidders are requested to upload the relevant forms and supporting documents against each criteria. Bidder must possess the requisite experience, strength and capabilities to meet the requirements as described in the RFP document. Keeping in view the complexity & volume of the work involved, the following criteria are prescribed as Minimum Eligibility Criteria for bidders interested in undertaking the assignment. While submitting the details of Minimum Eligibility (Mandatory) Criteria - Part A of Technical Proposal, the bidder shall, in particular, ensure that:

- Form-1: Letter of Proposal Submission
- Form-2: Details of the Bidder
- Certificate of Incorporation
- Memorandum & Articles of Associations
- Registration with sales tax/ service tax authorities
- Supporting showcasing operating for the last 10 years
- Acknowledgement receipt of Tender Fee
- Acknowledgement receipt of Earnest Money Deposit
- Form-3: Power of Attorney
- Form-4: Self-certification on Blacklisting
- Form-5: Financial Capacity of the Applicant
- Form-6: Eligible Assignments of Bidder
- Form-7: Proposed PMU Team

<table>
<thead>
<tr>
<th>#</th>
<th>Eligibility Criteria</th>
<th>Documents to be submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>The bidder should be a single Business Entity. (Any kind of consortium is not allowed) For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act 1956, or a partnership firm registered under the Limited Liability Partnership Act of 2008, and operating for the last 10 years in Business Consulting as of March 31, 2018</td>
<td>Certificate of Incorporation, Memorandum, Articles of Associations, Registration with sales tax/ service tax authorities</td>
</tr>
<tr>
<td>A2</td>
<td>The bidder should have a minimum annual turnover of INR 100 Crore from Indian operations in business consulting services in each of the previous three financial year (FY 2016-17, 2017-18 and 2018-19)</td>
<td>Certificate from statutory auditor and audited financial statements for the three previous financial year and letter of declaration if under audit.</td>
</tr>
<tr>
<td>A3</td>
<td>The bidder should have earned profit from consulting services in India in each of the last 3 financial year (FY 2016-17, 2017-18 and 2018-19)</td>
<td>Certificate from statutory auditor and letter of declaration if under audit.</td>
</tr>
<tr>
<td>A4</td>
<td>The bidder should have a minimum annual turnover of INR 10 Crore from Government consulting services in India in each of the last 3 financial year (FY 2016-17, 2017-18 and 2018-19)</td>
<td>Certificate from statutory auditor and letter of declaration if under audit.</td>
</tr>
<tr>
<td>A5</td>
<td>Blacklisting: The bidder should not have been blacklisted/banned/debarred in the last 5 year.</td>
<td>Self certification. False certification and/or non disclosure will lead to forfeiture of the EMD and disqualification from the evaluation process and blacklisting by State of Madhya Pradesh.</td>
</tr>
</tbody>
</table>
## B. Project Experience

<table>
<thead>
<tr>
<th></th>
<th>Experience of working on assignments related to</th>
<th>Eligibility Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>Investment Promotion - 5 similar Projects</td>
<td>Letter of Award / Completion Certificate / Supporting Document.</td>
</tr>
</tbody>
</table>
| B2 | Experience of working on assignments related to Agriculture, Horticulture & allied sector / Food Processing Sector at Central and State Level  
• 1 similar project at National level  
• 1 similar project at State level | Letter of Award / Completion Certificate / Supporting Document. |
| B4 | Experience of working as Project Management Unit (PMU) with Central / State Government Departments in India  
• 1 similar project at National level for a tenure of over 2 years in last 5 years  
• 1 similar project with Government of Madhya Pradesh for a tenure of over 2 years in last 3 years | Letter of Award / Completion Certificate / Supporting Document. |
| B5 | The bidder should not have been blacklisted / banned/ debarred in last 5 years by Central Govt./State Govt./Bank or any other Govt Organization. | Self-certification (Form-4). False certification and/ or non-disclosure will lead to forfeiture of the EMD and disqualification from the evaluation process. |

## C. PMU Team Structure

<table>
<thead>
<tr>
<th>#</th>
<th>Team Member</th>
<th>Education</th>
<th>Experience</th>
<th>Eligibility</th>
</tr>
</thead>
</table>
| 1. | Project Director | Graduate in Engineering/Technology with MBA.  
Experience: Over 14 years of experience. Should be a Partner in the firm.  
Eligibility: 2 Relevant Projects in last 5 years |
| 2. | Project Manager | Agriculture & allied science graduate with MBA / Post Graduate Degree / Diploma in Management.  
Experience: Over 10 years of experience in agriculture/ horticulture/ food processing and Investment Promotion. Should be a Manager on payroll of the firm for at least 1 year.  
Eligibility: 2 Relevant Projects in last 5 years |
| 3. | Agriculture / Horticulture Expert | Agriculture Graduate with Post Graduate Degree / Diploma in Management preferably in related field.  
Experience: Over 8 years of experience in agriculture value chain & FPO strengthening.  
Eligibility: 2 Relevant Projects in last 5 years |
| 4. | Investment Promotion Expert | Post Graduate Degree / Diploma in Management preferably in finance.  
Experience: Over 8 years of experience in Investment Promotion and Sector Development.  
Eligibility: 2 Relevant Projects in last 5 years |
| 5. | Support Consultant | Post Graduate Degree / Diploma in Management  
Experience: Over 3 years of experience.  
Eligibility: 2 Relevant Projects in last 3 years |

I. The Applicant should submit a Power of Attorney as per the format at Form-3 of Annexure-I.

II. However, that such Power of Attorney would not be required if the application is signed by a partner of the applicant, in case the applicant is a partnership firm or limited liability partnership.

18
3.4 Technical Proposal

Bidders shall submit the technical proposal in the TECH Forms at Annexure-II (the “Technical Proposal”). While submitting the Technical Proposal - Part B of Technical Proposal, the bidder shall, in particular, ensure that:

a. Letter of submission
b. All forms are submitted in the prescribed formats and signed by the prescribed signatories;
c. Bidders Experience should be backed by supporting documents
d. Brief write up on Approach, Methodology & Work plan
e. CVs of all Professional Personnel have been included;
f. Key Personnel would be available for the period indicated in the TOR;

3.5 Financial Proposal

Applicants shall submit the financial proposal in the Financial Forms at Annexure-III (the “Financial Proposal”) clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. While submitting the Financial Proposal, the Applicant shall ensure the following:

i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding.

ii. The Financial Proposal shall be quoted including all expenses. GST shall be paid as per actual in addition to the Costs.

iii. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

iv. Any field study related travel or participation in event/ seminar outside Madhya Pradesh of any Personnel, approved by MPSAIDC, shall be borne by MPSAIDC as per actual. TA/DA & other such expenses undertaken for the travel can be claimed directly at MPSAIDC outside the above quoted Costs. The entitlement of the Personnel should be of the level of Joint Director as per prevailing State Government rules.

v. Number of resources can be increased or decreased as per requirement in Scope of Work and approved by MPSAIDC. Bidder shall ensure that person month rate of additional resources will be the same to the rate provided in this financial proposal. All other terms and conditions will remain same.

3.6 Proposal Due Date

Proposal should be submitted on or before the Proposal Due Date and address specified in datasheet in the manner and form as detailed in this RFP. Proposals received by MPSAIDC after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

3.7 Modification/ substitution/ withdrawal of Proposals

No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.
3.8 Evaluation of Proposals

The Authority shall open the proposals on the proposal due date, at the time and place specified in the datasheet and in the presence of the bidders who choose to attend.

4. Criteria for Evaluation

4.1 Evaluation of Technical Proposals - Part A and Part B

In the first stage, the Technical Proposal will be evaluated on Minimum Eligibility Criteria and Bidder’s experience, PMU Team proposed for the assignment and Technical presentation on their understanding of TOR. Only those bidders whose Technical Proposals get a score of 60 (sixty) marks or more out of 100 (one hundred) shall qualify for further consideration and shall be ranked from highest to the lowest based on their technical score (ST). The scoring criteria to be used for evaluation shall be as follows:

<table>
<thead>
<tr>
<th>S No</th>
<th>Parameter</th>
<th>Max. Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Experience of the Bidder relevant to the assignment</strong></td>
<td>30 Marks</td>
</tr>
<tr>
<td>1a</td>
<td>Experience of conducting Investor Summits in India in the last 7 years as Lead Consultant / Knowledge Partner involving Investment Promotion Programme – 5 Marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 2 Similar experience at National Level – 1 marks each</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>• 6 Similar experience at State Level – 0.5 marks each</td>
<td>3</td>
</tr>
<tr>
<td>1b</td>
<td>Mandate of running Investment Promotion Initiatives as Consultant / Knowledge Partner in India in last 5 years. The engagement should be for a minimum of 12 months and contract value for the engagement should be more than INR 2 Crores in a single contract – 3 Marks (1 mark each)</td>
<td>3</td>
</tr>
<tr>
<td>1c</td>
<td>Experience of assisting at least one Foreign Government or Ministry of External Affairs or UN related bodies in Trade &amp; Investment Promotion related activities in last 5 years. Engagement must be a paid contract and Bidder should have delivered the project from India.</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>• 1 Project – 2 Marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 2 Project – 5 Marks</td>
<td></td>
</tr>
<tr>
<td>1d</td>
<td>Experience of working as PMU with Central / State Government in India for a period of at least 2 years in last 5 years – 3 Marks (1 mark each)</td>
<td>3</td>
</tr>
<tr>
<td>1e</td>
<td>PMU project with Government of Madhya Pradesh for a period of at least 2 years and fee of INR 20 Crores in last 3 years.</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>• 1 Project: 3 Marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 2 Project: 6 Marks</td>
<td></td>
</tr>
<tr>
<td>1f</td>
<td>Experience of assisting central / state government for Export/ Trade / Investment Promotion in Horticulture &amp; Food Processing assignments – 3 Marks</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>• 2 Similar experience at National Level – 2 marks (1 mark each)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 2 Similar experience at State Level – 1 marks (0.5 mark each)</td>
<td></td>
</tr>
<tr>
<td>1g</td>
<td>Experience of working with farmers group / Incorporation of FPOs with focus on backward &amp; forward linkages, baseline study, value chain analysis, long term district level development plan, etc. The engagement should be for a minimum of 6 months and contract value for the engagement should be more than INR 75 lakh in a single contract. – 5 marks</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>• 1 Project: 2 Marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 2 Project: 5 Marks</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td><strong>Relevant Experience of the Key Personnel</strong></td>
<td>50</td>
</tr>
<tr>
<td>2a</td>
<td><strong>Project Director</strong> – Part Time (10% Time)</td>
<td>15</td>
</tr>
<tr>
<td>S No</td>
<td>Parameter</td>
<td>Max. Marks</td>
</tr>
<tr>
<td>------</td>
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</tr>
<tr>
<td></td>
<td><strong>Education:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Engineering Graduate with MBA having minimum 14 years of experience. - 1 Marks</td>
<td></td>
</tr>
</tbody>
</table>
|      | • Should be a Partner or Equivalent in the firm for at least one year – 1 Marks  
(Note: There should be not be any discontinuity or change within 1 year of employment with the firm) |            |
|      | **Experience:** |            |
|      | • Should have experience as a project director for over 5 central government consulting engagements (with minimum duration of 6 months for each engagement) – 5 Marks (1 marks each) |            |
|      | • Should have experience of at least 3 State level and 3 National level Projects in the domain of Investment Promotion – 6 Marks (1 marks each) |            |
|      | • Should have had led at least 1 EODB engagement at National level – 1 marks |            |
|      | • Should have had led at least 1 engagement at National level on Trade Promotion – 1 marks |            |
| 2b   | **Project Manager** – Full Time |            |
|      | **Education:** |            |
|      | • B.Sc. Agriculture or Horticulture with Post Graduate Degree / Diploma in Management (preferably in marketing or allied) – 2 Marks |            |
|      | **Experience:** |            |
|      | • Minimum 10 years of experience having at least 5 years being in horticulture & food processing sector – 3 Projects: 3 Marks |            |
|      | • Should be on payroll of the firm as Manager or equivalent for at least 1 year – 2 Marks  
(Note: There should be not be any discontinuity or change within 1 year of employment with the firm) |            |
|      | • Experience as a Project Manager for at least one central / state government consulting assignment in Horticulture & Food Processing focussed on FPO strengthening and Investment Promotion with minimum duration of 6 months – 3 marks  
1 Project – 2 mark  
2 Project – 3 marks |            |
|      | • Should have experience of assignment in Madhya Pradesh in last 5 years – 3 Projects: 1 Marks each |            |
|      | • Should have assisted state government in India towards participation in at least 2 national / international events related to Trade, Investment & Export Promotion in agriculture/ horticulture & food processing domain with minimum duration of 6 months – 2 Marks (1 marks each) | 15 |
| 2c   | **Agriculture / Horticulture Sector Expert** |            |
|      | **Education:** |            |
|      | • Agriculture or allied Graduate with Post Graduate Degree / Diploma in Management– 2 mark |            |
|      | **Experience:** |            |
|      | • Minimum 8 years of experience having at least 5 years being in agriculture/ horticulture & food processing sector – 4 Marks  
1 Project – 1 mark  
2 Project – 2 marks  
3 Project – 4 marks |            |
|      | • Should have worked on FPO formation and its strengthening in horticulture & food processing sector with focus on backward & forward linkages, baseline study, value chain analysis, long term district level development plan, etc. in last 3 years – 2 Marks  
1 Project – 1 mark  
2 Project – 2 marks | 8 |
### Parameter | Max. Marks
--- | ---
2d Investment Promotion Expert | 8
| Education: BTECH and MBA (preferably Finance) – 2 mark Experience:
- Should have good understanding of policy related matters in context of sector development preferable agriculture & allied sector
- Minimum 8 years of experience having at least 5 years being in sector development/ Investment promotion related assignments – 4 Marks
  1 Project – 1 mark
  2 Project – 2 marks
  3 Project – 4 marks
- Should have worked on at least 1 assignment in last 3 years with focus on Investment promotion in agriculture/ horticulture & food processing sector – 2 Marks |
2e Support Consultant | 4
| Education: MBA - 1 mark Experience:
- Minimum 3 years of experience having exposure of Investment Promotion/ Food Processing related assignments with Central / State government departments – 3 Marks
  1 Project – 1 mark
  2 Project – 3 marks |
3 Technical Presentation | 30
TOTAL 100

### 4.2 Evaluation of Financial Proposal

In the second stage, the financial evaluation will be carried out and each Financial Proposal will be assigned a financial score (SF). For financial evaluation, the total cost indicated in the Financial Proposal, will be considered. The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other Proposals will be computed as follows: SF = 100 x FM/F (F = amount of Financial Proposal)

### 4.3 Combined and final evaluation

Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

\[ S = ST \times Tw + SF \times Fw \]

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.80 and 0.20 respectively. The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in the RFP, as the case may be.
Annexure I: Forms for Minimum Eligibility Criteria
To,
Managing Director
The M.P. State Agro Industries Development Corporation Limited
Panchanan, 3rd Floor, Malviya Nagar, Bhopal, MP

Date: DD/MM/YYYY
Sub: Letter for Proposal Submission for “Selection of Consultant for Programme Management Unit (PMU) towards Strengthening Horticulture & Food Processing Sector in Madhya Pradesh through Investment Promotion, Trade Strategy Recommendation, Investment Climate Reform Strategy and Implementation Assistance”

Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide products and services as required and outlined in the RFP. We attach hereto our responses to Minimum Eligibility Criteria.

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 MPSAIDC is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein 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 120 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:
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
Telephone:
Form-2: Details of the Bidder

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Name of the Agency</td>
</tr>
<tr>
<td>B</td>
<td>Address of the Agency</td>
</tr>
<tr>
<td>C</td>
<td>Year of Incorporation</td>
</tr>
<tr>
<td>D</td>
<td>Legal Status (Public/Private)</td>
</tr>
<tr>
<td>E</td>
<td>Name &amp; Designation of the Authorized person to whom all references shall be made regarding this Bidding Document</td>
</tr>
<tr>
<td>F</td>
<td>Telephone No. (with STD Code)</td>
</tr>
<tr>
<td>G</td>
<td>E-Mail of the Contact person</td>
</tr>
<tr>
<td>H</td>
<td>Website</td>
</tr>
<tr>
<td>I</td>
<td>Financial Detail (Organization’s Turnover of last three financial years)</td>
</tr>
<tr>
<td>J</td>
<td>Service Tax Number</td>
</tr>
<tr>
<td>K</td>
<td>PAN</td>
</tr>
<tr>
<td>L</td>
<td>Bid Security</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date:
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
Telephone:
Form-3: Power of Attorney

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for [name of assignment], to be developed by MPSAIDC, Government of Madhya Pradesh (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until accepting the work order with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in ‘yyyy’ format].

For [name and registered address of organization] [Signature] [Name]

[Designation] Witnesses: 1. [Signature, name and address of witness]

2. [Signature, name and address of Witness] Accepted Signature] [Name] [Designation] [Address]

Notes: 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure. 2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
Form-4: Self-certification Blacklisting

[Location, Date]

1. It is certified that …………………….is a…………………….Private/ Public limited company or partnership firm and is eligible to participate the bid ………floated by MPSAIDC, Bhopal for selection of consultant for Program Management Unit (PMU) for “Selection of Consultant for Programme Management Unit (PMU) towards Strengthening Horticulture & Food Processing Sector in Madhya Pradesh through Investment Promotion, Trade Strategy Recommendation, Investment Climate Reform Strategy and Implementation Assistance”.

2. It is also certified that the Consulting Agency have been in operation for a minimum of 5 years as on DDMMYYYY in the field of Consultancy Services'

3. It is also certified that the Consulting Agency has not been blacklisted by any Central/ State/ Public Sector undertaking in India.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

(Name and seal of the bidder / Member in Charge)
Form-5: Financial Capacity of the Applicant

<table>
<thead>
<tr>
<th>S No</th>
<th>Financial years</th>
<th>Revenue (INR) from consultancy services in India</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2016-17</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2017-18</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2018-19</td>
<td></td>
</tr>
</tbody>
</table>

Average Annual Turnover

Kindly provide supporting scanned copies of audited balance sheets & P&L statements / statutory auditor certificate on the portal at the time of submission of bid.

Date:

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:
Form-6: Details of Proposed PMU Team

<table>
<thead>
<tr>
<th>#</th>
<th>Proposed Position</th>
<th>Name of Resource</th>
<th>Position &amp; Tenure at the firm</th>
<th>Education</th>
<th>Experience in years</th>
<th>Assignment Highlight matching Eligibility Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Project Director</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Project Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Agriculture / Horticulture Expert</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Investment Promotion Expert</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Support Consultant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date:

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:
Form-7: Eligible Assignments of Bidder

Summary Table for Project Experience

<table>
<thead>
<tr>
<th>#</th>
<th>Project Name</th>
<th>Employer</th>
<th>Project Period (YYMM)</th>
<th>Project Value (INR)</th>
<th>Key Highlights of the Project</th>
<th>Supporting Document</th>
</tr>
</thead>
</table>

Note: For Project Description, form provided below can be used.

Assignment Name: Country:
Location within Country: Professional Staff Provided by Your Firm / Entity (Profiles):
Name of Employer: No. of Staff:
Address: No. of Staff-Months:
Start Date (Month/Year): Duration of Assignment:
Completion Date (Month / Year): Approx. Value of Services (in Current US$/INR):
Name of Associated Consultants, if any: No. of Months of Professional Staff, provided by Associated Consultants:

Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and functions performed:

Narrative Description of Project (in brief):

Description of Actual Services Provided:

Supporting Documents
Annexure II: Forms for Technical Proposal
TECH-1: Letter of Technical Proposal Submission

(On Applicant's letter head)

To,
Managing Director
The M.P. State Agro Industries Development Corporation Limited
Panchanan, 3rd Floor, Malviya Nagar, Bhopal, MP

Date: DD/MM/YYYY

Sub: Letter for Technical Proposal Submission for “Selection of Consultant for Programme Management Unit (PMU) towards Strengthening Horticulture & Food Processing Sector in Madhya Pradesh through Investment Promotion, Trade Strategy Recommendation, Investment Climate Reform Strategy and Implementation Assistance”

Sir,

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

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 MPSAIDC is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein 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 120 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:
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
Telephone:
## TECH-2: Bidders Experience

(Please provide separate table for each project)

<table>
<thead>
<tr>
<th>Assignment Name:</th>
<th>Country:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location within Country:</td>
<td>Professional Staff Provided by Your Firm / Entity (Profiles):</td>
</tr>
<tr>
<td>Name of Employer:</td>
<td>No. of Staff:</td>
</tr>
<tr>
<td>Address:</td>
<td>No. of Staff-Months:</td>
</tr>
<tr>
<td>Start Date (Month/Year):</td>
<td>Duration of Assignment:</td>
</tr>
<tr>
<td>Completion Date (Month / Year):</td>
<td>Approx. Value of Services (in Current US$/INR):</td>
</tr>
<tr>
<td>Name of Associated Consultants, if any:</td>
<td>No. of Months of Professional Staff, provided by Associated Consultants:</td>
</tr>
<tr>
<td>Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and functions performed:</td>
<td></td>
</tr>
<tr>
<td>Narrative Description of Project (in brief):</td>
<td></td>
</tr>
<tr>
<td>Description of Actual Services Provided:</td>
<td></td>
</tr>
</tbody>
</table>

Supporting Documents

Date:  
Authorized Signature [In full and initials]:  
Name and Title of Signatory:  
Name of Firm:  
Address:  
Telephone:
The proposed Approach, Methodology and Work plan shall be described as follows:

A. Brief description about the bidder organization and understanding of the ToR

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

B. Approach & Methodology

The Applicant will submit its approach & methodology for carrying out this assignment, outlining its approach toward achieving the objectives laid down in the TOR, including approach, methodology, sampling, criteria for State/ UT selection etc.

C. Team Structure & Work Plan

The Applicant will submit a brief write up on its proposed team followed by detailed CV in prescribed format in form 8 and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. The Applicant should specify the sequence, locations and timelines of important activities in the form of a Gantt chart, and provide a quality assurance plan for carrying out the Consultancy Services.

Note: Request Bidders to keep the section within 30 pages by avoiding lengthy and out of context write – up / responses.
# TECH-4: CV of Proposed Team Members

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.</strong> Name of Staff</td>
<td></td>
</tr>
<tr>
<td><strong>2.</strong> Position held at the firm with tenure</td>
<td></td>
</tr>
<tr>
<td><strong>3.</strong> Proposed Position in PMU Team</td>
<td></td>
</tr>
<tr>
<td><strong>4.</strong> Date of Birth</td>
<td></td>
</tr>
<tr>
<td><strong>5.</strong> Nationality</td>
<td></td>
</tr>
<tr>
<td><strong>6.</strong> Education</td>
<td>College / University</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>7.</strong> Employment Record</td>
<td>Position Held</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>8.</strong> Profile brief highlighting relevant experience (within 200 words)</td>
<td></td>
</tr>
</tbody>
</table>

**9. Key assignments undertaken (as required in evaluation criteria)**

- **A.**
  - Name of assignment:
  - Year:
  - Location:
  - Client:
  - Employer:
  - Main project features:
  - Position held:
  - Activities performed:

- **B.**

- **C.**

**Certification:** I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful mis-statement described herein may lead to my disqualification or dismissal, if engaged.

**Additionally, I also certify that I shall be available for the entire duration of the contract.**

____________________  ______________
Signature of Staff Member  Date: DDMMYYYY

Note: Use separate Form for each team member
Annexure III: Financial Proposal
Financial Form-1: Letter of Financial Proposal  
(On Applicant’s letter head)

To,  
Managing Director  
The M.P. State Agro Industries Development Corporation Limited  
Panchanan, 3rd Floor, Malviya Nagar, Bhopal, MP  

Date: DD/MM/YYYY  

Sub: Covering letter for Financial Proposal for “Selection of Consultant for Programme Management Unit (PMU) towards Strengthening Horticulture & Food Processing Sector in Madhya Pradesh through Investment Promotion, Trade Strategy Recommendation, Investment Climate Reform Strategy and Implementation Assistance”

Sir,  

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to be the Agency and carry out the work as and outlined in the RFP. We have carefully read and understood the terms and conditions of the contract applicable to the Bidding Document and we do hereby undertake Services as per these terms and conditions. We declare that our prices are as per the technical specifications and bid documents. We do hereby undertake that, in the event of acceptance of our bid, the Services shall be completed as stipulated in the Bidding Document.

We, hereby, confirm that the solution proposed is complete in all respects and shall be sufficient to fulfil all the requirements and services levels as mentioned in the RFP. In case, the solution is found to be incomplete / insufficient, we shall take necessary measures at no additional cost to the MPSAIDC.

We hereby confirm that all the prices mentioned in the financial proposal are in Indian National Rupee (INR) only and shall remain valid for period of 3 years. We also confirm that all prices provided above are inclusive of all taxes and levies.

We understand that in case our bid is not in compliance with this, the bid shall be rejected. We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this Bidding Document response for a period of 120 days from the date fixed for bid opening.

Our attached Financial Proposal is for the amount of (Indicate the corresponding to the amount(s) {Insert amount(s) in words and figures}, “excluding” of all indirect local taxes. The estimated amount of local indirect taxes is {Insert amount in words and figures} which shall be confirmed or adjusted during payment of our invoices. {Please note that all amounts shall be the same as in the financial cost mentioned in the Excel Sheet “Total Cost of the Financial Proposal” during the upload of financial price excel sheet}.

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Security in the form prescribed in the RFP. We agree that you are not bound to accept any proposal you may receive. We also agree that you reserve the right in absolute sense to reject the solution completely with or without assigning any reason whatsoever.

It is hereby confirmed that I am entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:                                                                 Signature of Authorized Representative  
Name of Company:  
Full Address:  
Telephone No.:
## Financial Form-2: Financial Proposal

<table>
<thead>
<tr>
<th>S No</th>
<th>Description</th>
<th>Person Month Rate (INR.)</th>
<th>Maximum Input Envisaged</th>
<th>Total Amount (INR.) (Z)=(X*Y)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Director (10% time)</td>
<td></td>
<td>4 months</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Project Manager</td>
<td></td>
<td>36 months</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Agriculture / Horticulture Expert</td>
<td></td>
<td>36 months</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Investment Promotion Expert</td>
<td></td>
<td>36 months</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Support Consultant</td>
<td></td>
<td>36 months</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL in INR (excluding GST)</td>
<td></td>
<td></td>
<td>-</td>
</tr>
</tbody>
</table>

### Notes:

1. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding.

2. The Financial Proposal shall be quoted including all expenses. However, GST shall be paid as per prevailing rate at the time of invoicing in addition to the costs.

3. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

4. Any field study related travel or participation in event/ seminar outside Madhya Pradesh of any Personnel, approved by MPSAIDC, shall be borne by MPSAIDC as per actual TA/ DA & other such expenses undertaken for the travel can be claimed directly at MPSAIDC outside the above quoted Costs. The entitlement of the Personnel should be of the level of Joint Director as per prevailing State Government rules.

5. Number of resources can be increased or decreased as per requirement in Scope of Work and approved by MPSAIDC. Bidder shall ensure that person month rate of additional resources will be the same to the rate provided in this financial proposal. All other terms and conditions will remain same.

6. The total time period of the assignment will be for 36 months from the date of signing of the contract and the same may be extended by MPSAIDC for maximum 24 months (not exceeding 24 months) depending on the performance of the consultant at the finalized terms & conditions.
Annexure IV: Draft Agreement

THIS AGREEMENT is made this ___ day of __________, 2019, by and between:

the M.P. State Agro Industries Development Corporation Limited, Panchanan, 3rd Floor, Malviya Nagar, Bhopal, Madhya Pradesh, India (hereinafter referred to as “MPSAIDC”, which expression unless repugnant to the context thereto shall deem to include its heirs, successors and assigns) of the FIRST PART;

AND

<<Name of Service Provider>> having its registered office at <<Address>> (hereinafter referred to as “<<Name>>", which expression unless repugnant to the context thereto shall deem to include its heirs, successors and assigns) referred to as ‘Service Provider’ of the SECOND PART.

WHEREAS

a) MPSAIDC vide its Request for Proposal (RFP) for providing services as defined in this Contract for ‘Appointment of Consultant.’ (hereinafter referred to as the Project)
b) has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
c) The Consultant, having represented to MPSAIDC that it has the required professional skills, expertise and technical resources, has agreed to provide the services on the terms and conditions set forth in this Contract;

NOW THEREFORE, IN VIEW OF THE MUTUAL PROMISES AND CONSIDERATION SET OUT HEREIN, THIS AGREEMENT WITHNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have same meanings as are respectively assigned to them in the Conditions of Tender referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>RFP dated issued by MPSAIDC for Project Name on Date</td>
</tr>
<tr>
<td>b)</td>
<td>Corrigendum-1 issued by MPSAIDC on Date along with response on the Pre-Bid queries</td>
</tr>
<tr>
<td>c)</td>
<td>Unconditional Bid proposal submitted by bidders opened on by Technical Evaluation committee formed by MPSAIDC</td>
</tr>
<tr>
<td>d)</td>
<td>Financial bid opened on Date</td>
</tr>
<tr>
<td>e)</td>
<td>Letter of Intent (LOI) issued by MPSAIDC on DD/MM/YY</td>
</tr>
<tr>
<td>f)</td>
<td>LOI accepted on DD/MM/YY</td>
</tr>
<tr>
<td>g)</td>
<td>Performance Bank Guarantees No._______ of Rs. Cr. Issued by _______bank. Valid up to _______.</td>
</tr>
</tbody>
</table>
In consideration of the Payments conditions as per the RFP, Service Provider hereby covenants with MPSAIDC to provide the services in all respects as per the provisions of the Scope of work of RFP Document and subsequent corrigendum.

MPSAIDC hereby covenants to pay Service Provider in consideration of the provisions of the services, the Contract Price as may become payable under the provisions of the Contract at the times and in the manner prescribed in the RFP Document.

The relevant RFP clauses of Project Timelines, Project Deliverables, SLA, Confidentiality, Force Majeure, Resolution of Disputes, General Terms & Conditions & other clauses of RFP shall apply as it is to this Agreement. The laws of India shall govern this agreement & the courts at Bhopal, Madhya Pradesh shall have the jurisdiction.

By signing below, the parties certify that they have read this agreement, and know as well as understand the meaning and intent of this agreement and they are entering this agreement knowingly and voluntarily.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the date and year respectively mentioned against their signature.

Signature on behalf of ........
(____________________)
[Name of Authority]
Member Secretary
MPSAIDC

Signature on behalf of ........
(____________________)
Name:
Designation:

DATE:
WITNESSED BY: Name Address

1. 

2.
Annexure V: Performance security

BG No.

Date:

1. In consideration of you, the M.P. State Agro Industries Development Corporation Limited, Panchanan, 3rd Floor, Malviya Nagar, Bhopal, Madhya Pradesh (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of [Name of company], (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Consulting Agency for [name of assignment] pursuant to the RFQ-cum-RFP Document dated [date] issued in respect of the Assignment and other related documents including without limitation the draft work order for services (hereinafter collectively referred to as “RFP Documents”), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of relevant clause of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP Document.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to perform and comply with the terms and conditions contained in the RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for entire period of contract agreement and further claim period of thirty (30) days. And shall continue to be enforceable until all amounts under this Guarantee have been paid.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFQ-cum-RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFQ-cum-RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFQ-cum-RFP Document or the securities available to the Authority, and the Bank shall not be relieved from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank. 12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]
By the hand of Mr. /Ms. [name], it's [designation] and authorized official.
(Signature of the Authorized Signatory)
(Official Seal)
Notes:
The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee. • The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.
Annexure VI: Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the MP Tenders Portal https://mptenders.gov.in/nicgep/app, using valid Class III Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the MP Tenders Portal, prepare their bids in accordance with the requirements and submitting their bids online on the MP Tenders Portal.

More information useful for submitting online bids on the MP Tenders Portal may be obtained at: https://mptenders.gov.in/nicgep/app

REGISTRATION

1) Bidders are required to enrol on the e-Procurement module of the MP Tenders Portal (URL: https://mptenders.gov.in/nicgep/app) by clicking on the link “Online bidder Enrolment” on the MP TENDERS Portal. Cost of Enrolment and renewal is depended on the Government Order (GO) prevailing at that period of time.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the MP Tenders Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode/ eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the MP Tenders Portal https://mptenders.gov.in/nicgep/app, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the MP Tenders Portal https://mptenders.gov.in/nicgep/app.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the MP TENDERS Portal https://mptenders.gov.in/nicgep/app to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

4) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

5) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

6) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

7) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can
use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**SUBMISSION OF BIDS**

1) Bidder should log into the site [https://mptenders.gov.in/nicgep/app](https://mptenders.gov.in/nicgep/app) well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “Online” to pay the tender fee / EMD and Processing Fee “online” as applicable.

4) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

5) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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8) Upon the successful and timely submission of bids (i.e after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**ASSISTANCE TO BIDDERS**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to MP TENDERS Portal in general may be directed to the 24x7 MP TENDERS Portal Helpdesk 0120-4001 002, 0120-4200 462, 0120-4001 005 and 0120-6277 787. For any technical issues or Clarifications bidders are requested to contact the [support-eproc@nic.in](mailto:support-eproc@nic.in) and [mptenders@mpsedc.com](mailto:mptenders@mpsedc.com)