

REQUEST FOR PROPOSAL

FOR

“Selection of Consultant” for Attracting Investments in PM MITRA Park in Maharashtra”



Maharashtra Industrial Development Corporation

(MIDC) Udyog Sarathi, Mahakali Caves Road,

Andheri (E), Mumbai-400 093.

Phone: 022-47485609 Email: gmmarketing@midcindia.org

Website: www.midcindia.org

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FACT SHEET

SR.No	Particulars	Details
1	Tender Availability	26/12/2025 4:00 PM to 01/01/2026 1:00 PM
2	Date of Pre- Bid Conference	29/12/2025
3	Last date of bid submission (Online)	01/01/2026
4	Technical Presentation	02/01/2026
5	Last Date of Financial Bid Submission	04/01/2026
6	Tender Opening & Issue of Work Order	05/01/2026
7	Letter of award	To be communicated
8	Start Date	Within one week from issue of LOA
09	Cost of Tender (Demand Draft)	INR 5,000/- (Five Thousand Only) (including GST) to be paid online
10	Earnest Money Deposit (Demand Draft/Bank Guarantee)	INR 5,00, 000/- (Rupees Five Lakh Only), to be paid online
11	Performance Bank Guarantee	15 % of the contract value
12	Submission Type	Online bid through e-Tendering system
13	Method of Selection	QCBS (Quality cum Cost Based Selection)
14	Contact Details	General Manager (Marketing), Maharashtra Industrial Development Corporation (MIDC) Udyog Sarathi, Mahakali Caves Road, Andheri (E), Mumbai- 400 093. gmmarketing@midcindia.org
15	Bid Validity Period	90 days from the date of Opening the bid

Note:

1. MIDC Reserves the right to change any schedule of the bidding process. Please Visit MIDC website mentioned in document regularly for the same.www.midcindia.org
2. 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.

SECTION 1: LETTER OF INVITATION

Date: 23/12/2025

To

<Name of Consultancy Firm>

<Address>

Sub: “Selection of Consultant” for Attracting Investments in PM MITRA Park in Maharashtra”

1. In order to strengthen the industrial development in the Maharashtra State and to realize its mission of “Prosperity to all through industrialization”, Government of Maharashtra (“GoM”) has established a legal entity, Maharashtra Industrial Development Corporation (“MIDC”) under the Maharashtra Industrial Development Act, 1961.
2. MIDC carries out the activities within the framework of the MID Act and the MID Rules and Regulation to foster industrial development of the State.

These activities can be divided under following 3 broad categories.

- Acquisition and disposal of land.
 - Provision of infrastructure facilities.
 - Providing services
3. MIDC envisages organizing Investor Conferences within the State, Nationally & Internationally. In this bid, the consultant is required to furnish all details in relation with organizing the Conference in the appropriate sections as indicated in the bid.
 4. To undertake investment promotion, trade promotion and reforms activities in a planned manner, MIDC intends to appoint consulting agency to provide requisite manpower for a period of 6 months which may be extended for additional 6 months based on the performance of the Consultant at the finalized terms and conditions.
 5. The cost of Bid document of Rupees Fifteen Thousand Only (INR 15,000/-) is to be submitted online.
 6. Accordingly, MIDC invites proposals to provide requisite competent Manpower of the categories mentioned in this RFP on Man Month basis for the Scope of work to be completed as defined in Section 2 of this Request for Proposal (RFP) document. This RFP includes the following:
 - a. Letter of Invitation
 - b. TOR.
 - c. Instruction to Bidders.
 - d. Qualification criteria for Evaluation.
 - e. Submission forms.
 - f. Draft Contract.
 7. The RFP document will be made available from **26/12/2025 to 01/01/2026**. Proposal against tender should be

submitted at <https://mahatenders.gov.in>

8. A pre- bid meeting is scheduled on **29/12/2025 at 2:00 PM** at the office of MIDC at the address given under point 16 of the factsheet. Any suggestions accepted by MIDC will form part of RFP.
9. Last date & time of submission of the Proposal is **04/01/2025 by 2:00PM** Online only
10. Should you require any clarifications, please contact the following:

GM (Marketing),

Maharashtra Industrial Development Corporation (MIDC) Udyog

Sarathi, Mahakali Caves Road,

Andheri (E), Mumbai- 400 093.

gmmarketing@midcindi.org

Thanking You,

Yours Sincerely,

Chief Executive Officer Maharashtra Industrial Development Corporation (MIDC)

SECTION 2: TERMS OF REFERENCE

2.1 Background

The Government of India has launched the PM Mega Integrated Textile Regions and Apparel Parks (MITRAs) Scheme to develop integrated large scale and modern industrial infrastructure facility for the complete value-chain of the textile industry. Under this initiative, the Government of India and the Government of Maharashtra have signed a memorandum of understanding ("MoU") to develop a Brownfield mega textile and Apparel Park at Amaravati, Maharashtra. The Park spans a total area of 1,020 acres with a saleable area of approx. 709 acres.

The Maharashtra Industrial Development Corporation (MIDC) is the nodal agency responsible for planning, developing, and managing this Park.

2.2 Objectives

The Government of India has launched the PM Mega Integrated Textile Regions and Apparel Parks (MITRAs) Scheme to develop integrated large scale and modern industrial infrastructure facility for the complete value-chain of the textile industry. Under this initiative, the Government of India and the Government of Maharashtra have signed a memorandum of understanding ("MoU") to develop a Brownfield mega textile and Apparel Park at Amaravati, Maharashtra. The Park spans a total area of 1,020 acres with a saleable area of approx. 709 acres.

The Maharashtra Industrial Development Corporation (MIDC) is the nodal agency responsible for planning, developing, and managing this Park.

2.3 Scope of Work.

The selected Consultant bidder will have to provide requisite competent Manpower mentioned in the RFP (Section 2.6) on Man Month basis for execution of work defined in this section. The scope mentioned below is indicative and MIDC reserves the right to utilize the resources provided to it for activities which MIDC and Industries Department, Government of Maharashtra consider to be higher in priority as and when required.

MIDC wants to engage a consulting firm with requisite expertise to assist in attracting investment in the Park. The scope of work will be:

1. Preparation of a comprehensive comparison of business and investment climate in PM MITRA Park, Maharashtra vis-à-vis other PM MITRA Parks in the country, including comparison of state textile policies
2. Preparation of an Information Memorandum (IM) about the Park
3. Identify prospective national and international investors for the park. The target projects for the Park will include all steps of textile manufacturing value chain e.g. spinning, knitting, weaving, processing, garmenting, made-ups, nonwovens and technical textiles. It could also include ancillary sectors such as accessories, textile machinery and equipment, etc.
4. Connect with prospective investors to sensitize them for investment in the Park
5. Act as Knowledge partner in Investor Seminars that MIDC will conduct for promotion of the Park
6. Assist MIDC in providing response to queries raised by prospective investors
7. Facilitating client contact, follow ups, site visits and signing of MoU

A) Support Trade Related Recommendations

1. Analyze the current trade policy and initiatives, institutional and regulatory environment and regulatory interfaces,
2. Identify the issues faced by the MSME segment within the manufacturing industry.
3. Analyze the key bottlenecks impacting the ease of doing business in the State.
4. Assist in identifying the key aspects of institutional strengthening and organizational restructuring and developing strategy for institutional reforms and capacity building.
5. Assist in facilitating the implementation of comprehensive set of measures to improve the ease of doing business with time bound and transparent resolution of issues.
6. Undertake financial assessment as per terms of agreement to assist MIDC in their investment / disinvestment in such joint Ventures,
7. Assistance in setting up of joint venture cell and supporting the cell in their activities,
8. Assist the State in facilitating effective inter departmental coordination for multi sector investments aiming for higher returns and predictable project completion timelines,
9. Analyze the entire trade transaction value chain to identify barriers to trade facilitations like lack of transparency about rules and regulations, redundant and lengthy clearance processes, multiple documents required in different formats and with different data elements,etc.
10. 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.
11. Assist in technology up gradation by analyzing the emerging trends and incorporating State of the art technology infrastructure, with the objective of increasing the net output and eliminating the entry barriers.
12. Assist in planning for the establishment of Special Purpose Vehicles in the state to provide a hassle-free environment for export trade facilitation.
13. 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.

B) Analyzing current regulatory gaps and reform implementation assistance

1. Conduct market research, interview key stakeholders, and analyze the current regulatory policies and initiatives of the State, and provide an unbiased and true criticism of the regulations.
2. Analyze the best regulatory practices and strategies adopted by other States and countries, and provide suggestions to adopt the relevant practices
3. Assist in drafting regulatory policy document by incorporating the results of the aforementioned analysis and repeating the stakeholder feedback exercise, and incorporating the relevant feedbacks,
4. Assist in implementation of the same by conducting various awareness and outreach programs, with the objective of educating the stakeholders about the policy and the various associated benefits,
5. Assist in ensuring the enforcement of the policy by conducting meeting with the stakeholders to understand their perspective and resolve any queries, ensuring that they display a synchronized behavior towards the policy implementation,
6. Assist in IT system enablement by outlining the roadmap that needs to be implemented with the objective of increasing the efficiency and effectiveness as well as improving the workflow for the on boarded stakeholders,
7. Assist in developing control systems which will ensure that all the regulation guidelines are Adhered to,
8. Assist in post implementation tracking and monitoring by identifying the key performance indicators required for the assessment of the policy implementation,
9. Facilitate the formal handover of all control mechanisms, smooth transition of knowledge and transactions, and design future working plans of the policy.

2.4 Role of Consultant Staff and MIDC

The Project Team from the consultant staff will report directly into the GM (Marketing) Office and would be responsible for executing the work to the Satisfaction of CEO MIDC, on monthly basis. The GM (Marketing) will be a facilitator within the MIDC office however all the important data collection, analysis and reporting will have to be done by the Consultant 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 industrial, economic development of state as decided by MIDC/Govt. of Maharashtra.

Besides additional manpower shall be deployed by the consultant if required by MIDC. MIDC will have the right to ask for replacement of entire / or any team member who do not display adequate expertise and experiences in the required field or for any reason. The replacement has to be to the satisfaction of MIDC.

2.5 Knowledge Transfer and handholding

The selected Consultant is required to undertake the entire knowledge transfer activity from the existing consultant. The period of handholding and knowledge transfer would be two weeks. All material, data, collaterals, reports, compilations, and analytical reports created by the existing Consultant will be handed over to the new selected Consultant. Existing Consultant will provide the basis of creation of reports and the background information collected while doing the analysis.

2.6 Qualification of Resources

MIDC reserves the right to interview the team members proposed by the Vendor

S. No	Position	Deployment	Minimum Qualifications and requirements
1	Project Manager	1 resource- Full-time and on-site.	<p>Post-graduate degree in any Textile Domain and/or MBA.</p> <ul style="list-style-type: none">• Min. 12 years of experience working in the textile industry in various capacities.• At least 6 years of experience as a consultant• Experience of particularly leading 2 large investor summits (with contract value of each engagement being over INR 1 crore) in the last 2 years.
Total Resources		1	

2.7 Project Timeline

The total time period of the assignment shall be for 6 months from the date of signing of the contract & same may be extended by MIDC for maximum 6 months (Not exceeding 6 months) depending on the performance of the Consultant at the finalized terms and conditions.

The Consultant should commence the assignment within **a week** from the date of issuance of Letter of Award by MIDC.

SECTION 3. INSTRUCTIONS TO BIDDERS

3.1 Introduction

Bidders shall be registered with MIDC's e-Tendering portal by following the due Procedure.

DSC is mandatory for e-Tendering system. DSC must be obtained from any certifying agencies recognized by Govt. of India (<http://cca.gov.in>). MIDC's e-tendering system works with Class II DSC with encryption/decryption certificate. The DSC used during the 'Submission' stage must be valid up to the completion of the tender, as it is mandatory to use the same certificate in further processes (ex: re-encryption of Bids). Bidders must refer the user manual before starting the e-tendering process. Payment of EMD and other charges should be done through net banking/ credit card/ debit card only. Bidders must check their account limit with respective banks for net banking account before starting the e tendering process. Bidders may change the price bid anytime within the deadline of the bid submission, but they must ensure successful re-submission of bids. Bidders must check the status of their bid. The status of the bid should reflect "Submitted" in the system. In case of corrigendum or extension, bidders have to re submit their bid. Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications. The response to this Bid Document should be full and complete in all respects. Failure to furnish all information required by the Bid Documents or submission of a proposal not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of its Proposal.

The selection would be on the **Quality Cum Cost Based Selection (QCBS)**, subject to fulfilling the requirements of the Qualification Criteria. The Proposal will form part of the contract with the selected consultant.

The Consultants shall bear all costs associated with the preparation and submission of their proposals. MIDC is not bound to accept any or all proposals, and reserves the right to annul the selection process at any time prior to award of contract, without any liability to MIDC.

3.2 MIDC's Interest

The Consultants shall provide professional, objective, and impartial advice and at all times and hold interests of the MIDC and Maharashtra Government paramount.

3.3 Proposal Validity

The Technical and Financial Proposal to be submitted by the Consultants should be valid for a period of 90 days from the last date of opening of the financial bid.

3.4 Earnest Money Deposit (EMD)

Bidders shall submit, along with their Bids, EMD amount as mentioned in **Fact Sheet**, and it shall be paid using MIDC online system of e-tendering. The bid will only be accepted once the payment is received by MIDC. No interest shall be paid by MIDC towards the deposited EMD. After issuing acceptance letter to the successful Bidder, the EMD of remaining Bidders shall be returned as promptly as possible. EMD of the successful Bidder will be refunded after submission of Performance Bank Guarantee and compliance of contractual formalities. The EMD may be forfeited in any of the following

cases:

- i. If a Bidder withdraws its bid or increases its quoted prices during the period of bid validity or its extended period,
If any
- ii. In the case of a successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee
within specified time in accordance with the format given in this bid
- iii. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the
process of bid evaluation and finalization
- iv. During the bid process, if any information is found wrong / manipulated / hidden in the bid. The decision of MIDC regarding forfeiture of the EMD and rejection of bid shall be final and shall not be called upon question under any circumstances.

3.5 Submission, Receipt, and Opening of Proposals

Complete bidding process will be online (e-tendering). All the notification and details regarding terms and conditions related to this bid notice hereafter will be published online on web site (midcindia.org). Bidding documents can be seen, downloaded and submitted in electronic format on the website. The deadline for submission of bid is specified under factsheet of this document. Bid shall be treated as invalid if scanned copies are not submitted online along with the bid. Technical bids will be opened online on the website. The details pertaining to time, date and place can be found under factsheet of this document. Bidder should submit information and scanned copies in PDF format in Pre- Qualification Envelope as mentioned in the bid Document. Bidder may be asked to submit original documents for verification during Technical bids evaluation as per requirement. Time and date of opening of financial bids will be informed by email to technically qualified bidders. An authorized representative of the Bidder should have valid class II / III Digital Signature Certificate (DSC) obtained from any Certifying Authority. The authorized representative of the Bidders shall digitally sign the original Technical bid and Commercial bid. Further, all the pages need to bear the official seal and the signature of the authorized representative. The authorization shall be in the form of a written power of attorney accompanying the bid or in any other form demonstrating that the representative has been duly authorized to sign. On opening the Pre-Qualification folder, if it is found that the Bidder has not submitted required documents as per Pre-Qualification folder (Packet 'A ') then the Bidder shall be given a single opportunity to submit required documents/clarifications within 3 days from the intimation by MIDC (through email communication mentioning stipulated date), failing which 10% of the EMD paid by the Bidder shall be forfeited and the bid shall be termed as non-responsive. On opening the Technical Qualification folder, if it is found that the Bidder has not submitted required documents as per Technical Qualification folder then the Bidder shall be given a single opportunity to submit required documents/clarifications within 7 days from the intimation by MIDC (through email communication mentioning stipulated date), failing which 10% of the EMD paid by the Bidder shall be forfeited and the bid shall be termed as non-responsive. MIDC reserves the right to accept or reject any or all the Bids without assigning any reason. Moreover, if no intimation is provided by MIDC then the documents submitted cannot be deemed as accepted.

3.6 Confidentiality

The Consultant 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 MIDC.

3.7 Pre- bid meeting & Clarifications

MIDC shall invite queries from bidders as per the details mentioned under Fact Sheet of this document. All enquiries from the bidders relating to this RFP must be submitted on the e-Tendering system. Each query must contain the following field information:

- Bid Document Reference (Page No.)

- Bid Document Reference (Section Number)
- Bid Document Reference (Section Name)
- Content of the Bid Document requiring clarification (Original Clause)
- Clarification Sought/Query

Additionally, the bidder will have to ensure that their queries for Pre-bid meeting should be submitted via email must be to the designate contact person mentioned gmmarketing@midcindia.org under point 16 of factsheet and should necessarily be submitted in the following format: Any deviation from this format for queries would not be considered. All the responses to the queries (clarifications / corrigendum) shall be made available on the MIDC website (<http://www.midcindia.org>).

Section and Page No.	Content of RFP requiring clarifications	Change/Clarification requested	Remarks
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SECTION 4. QUALIFICATION CRITERIA AND EVALUATION

4.1 Qualification Criteria for bidding consulting firms

This RFP is aimed at engaging a consultant with following qualification criteria. The selected consultant will in turn provide manpower for carrying out various activities mentioned in this RFP as per requirement of MIDC/Industries Dept.

Basic Requirement	Specific requirement	Documents required
Legal Entity	The Consulting firm should be a Business Entity i.e.a company registered in India under the Companies Act. It should be in operation for minimum of 10 years as of March 31, 2025. Any kind of consortium is not allowed.	Certificates of Registration/ Incorporation.
Financial Capacity	The average annual turnover of the bidder in last three financial years (FY25, FY24 and FY23) should be at least Rs. 30 cores	Audited financial statements for the three previous financial years.
Bidder Experience	At least 5 assignments done with Central or state government textile departments in last 3 years	Letter of Award/ Agreement
	Comprehensive connects with Indian and international textile sector stakeholders - manufacturers, trade bodies, etc.	List of references of such organizations (MIDC reserves the right to verify company credential with all/select names that are provided)
	The Bidder should not have been blacklisted as on bid submission date.	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 Maharashtra.
	The Bidder should have team with educational and professional background in textile sector	CVs of team members

a. The Applicant should submit a Power of Attorney. However, in case the Proposal is signed by an authorized signatory on behalf of the bidder, a copy of appropriate resolution certified by Company Secretary conveying such authority may be enclosed in lieu of the power of Attorney.

b. Any entity which has been barred by the Central/State Government in India or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal.

4.2 Evaluation – A) Technical Scoring Criteria

S. No.	Heading	Description	Criteria for point allotment	Max. Points
1	Firm's Experience	Textile sector consulting assignments done in last 3 years ¹	No. of assignment <10 = 0 10 to 20 assignments = 5 More than 20 assignments = 10	10
		Acted as knowledge partners in textile sector events/ conferences in last 3 year with industry bodies	No. of events<5 = 0 5 to10 events = 5 More than 10 events = 10	10
		Industry connects	Comparative assessment of consulting firm's contact with national and international textile sector stakeholders	15
2	Key Personnel	Educational and professional background of key personnel including experience of working in textile sector specifically with Government bodies (as per Table in point no 2.6)	Comparative assessment to be done by the evaluation committee	15
3	Project Methodology & Approach	a. Technical Approach & Methodology	Assessment to be done by evaluation committee based on submitted technical bid and presentation. Criteria is adequacy and appropriateness of the proposed methodology and work plan w.r.t. Terms of Reference	30
		b. Work Plan & manpower deployment		20
Grand Total				100

Please note:

1. The same credential may be used for both eligibility as well as evaluation. However it cannot be used for evaluation on more than one criterion in Project Experience. Project Experience on 'Investment Promotion and/or facilitation' (wherever specified) will not include e governance/IT/MIS related program management.
2. Minimum Qualifying marks in technical is 60 or more out of 100 Technical Marks

4.3 Evaluation - B) Financial Evaluation

- The Bidder shall be selected on the basis of Quality cum Cost Based System (QCBS), whereby technical proposal will

be allotted weight age of 70% and financial proposal will be allotted weight age of 30%. The proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to lowest financial proposal as stated below. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

- Financial Proposals of only those Applicants who scores at least 60% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria. If the number of prequalified applicants is less than 2 (two), MIDC may at its sole discretion prequalify the next Applicant whose technical score is less than 60%, the minimum prescribed, so that at least two applicants compete for the assignment.
- The Financial Proposals shall be given scores as follows:
- $Sf = 100 \times Fm / \text{Financial Proposal of Applicant under consideration.}$
- Fm: Lowest Financial Proposal.
- Sf: Financial Score
- For selection of Consultant, final ranking will be determined based on the combined total score for each consultant separately. This will be done by applying a weight of 0.70 (or 70 %) and 0.30 (or 30%) respectively to the technical and financial scores of each qualifying proposal.

- The Composite Score of Technical Proposal and Financial Proposal shall be computed as follows:

$$\text{Composite Score} = (Te \times 0.7) + (Sf \times 0.3)$$

Te : Technical score.

The Applicants will be accordingly ranked based on the composite score where the highest Composite Scorer will be ranked as no 1 and shall be declared as the "Selected Consultant"

4.4 Payment Schedule

The payment of fee quoted and accepted shall be made as under:

S. No	Timeline	Payable Sum
1.	Monthly and the end of each completed month of engagement of concerned manpower.	Based on number of resources engaged during the period and subject to fulfillment of delivery of documents as per the directives of MIDC.

The contract for undertaking investment promotion exercise may be extended after completion of duration of 6months as per accepted terms and conditions.

4.5 Bank Guarantee

The Selected Consultant shall provide a bank guarantee of 15% of the 12 (twelve) times the grand total as mentioned in financial bid form in favor of MIDC within seven days from issue of work order with a validity period of 6(Six) months from the date of issue of work order. The bank guarantee will be released soon after completion of the assignment.

Bank Guarantee format

1. In consideration of the MIDC having agreed to exempt.
_____ (hereinafter called „the said BIDDER) from demand, under the terms and conditions of
Agreement dated made between _____ and
- _____ (Hereinafter called „the said Agreement“), of Performance
Security for the due fulfillment by the said Bidder of the terms and conditions contained in the said agreement on
production of Bank Guarantee for INR _____ (only) we -----
(hereinafter referred to as „the Bank“) at the request of Contractor do here by undertake to pay to the Government an
amount not exceeding INR _____ (INR
only) against any loss or damage cause to or suffered or would be caused to or suffered by the MIDC by reasons of any
breach by the said Bidder of any of the terms and conditions contained in the said Agreement.
2. We, _____ do hereby undertake to pay the amounts due to anpayable under this Guarantee
without any demur, merely on the demand from the MIDC stating that the amount claimed is due by way of
loss or damage caused to or would be caused to or suffered by the MIDC by reason of breach by the said
Agreement. Any such demand made on the bank under this guarantee. However, our liability under this
Guarantee shall be restricted to an amount not exceeding INR _____ (Rupees _____ only)
3. We undertake to pay to the MIDC any money so demanded notwithstanding any dispute or disputes raised
by Bidder in any suit or proceeding pending before any court of tribunal relating thereto or liability under this
present absolute and unequivocal. The payment so made under this bond shall be valid discharge of out
liability for payment there under and the Bidder shall have to claim against us for making such payment.
4. We, _____ further agree that the guarantee herein contained shall remain in full force and
effect during the period that would be taken for the performance of the said agreement and that it shall continue
to be enforceable till all the dues of the MIDC are fully paid and its claims satisfied or discharged or till the
MIDC certified that the terms and conditions of the said agreement have been fully and properly carried out
by the said Bidder and accordingly discharges this guarantee, unless the demand or claim under this guarantee
is made on us in writing on or before that We shall be discharged from all liability under this Guarantee
thereafter.
5. We, _____ further agree with the MIDC Government that the MIDC shall have the
fullest liberty without our consent and without affecting in any manner out obligations hereunder to vary any
of the terms and conditions of the said Agreement or to extend time of performance by the said
Bidder from time to time & postpone for any time or from time to time any of the power, exercisable by the
MIDC against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said
agreement and
we shall not be relieved from our liability by reason or any such variation or extension being granted to the said Bidder or
for any forbearance, act or omission on the part of the MIDC or any indulgence by the MIDC to the said contractor or by
any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of
so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.
7. We, _____ lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the MIDC in writing.

Dated _____ day of _____, 20 _____

_____ (indicate the name of Bank)

Contractor.

Authorized Signatory

4.1 Penalty Clause

Time frame as given by MIDC from time to time should be strictly adhered to. If Consultant fails to follow the time frames, following penalties will be applicable.

Consultant is also expected to meet the following Service Levels in the normal course of carrying out the activities as per the detailed Scope of Work. In case of default on any or all such Service Levels, MIDC reserves the rights to levy Penalties on the Selected Consultant.

4.6.1 Calculation of Penalties:

- i. In situation, where the Selected Consultant has incurred a Penalty of equal to or more than Fifteen (15) % of monthly charges for Three (3) consecutive months at any time during the Contract Period, the MIDC reserves the right to terminate the Contract altogether.
- ii. The MIDC also reserves the right to invoke the Performance Security furnished by the Selected Consultant at the time of signing the Contract with the MIDC, if for any reason stated in the Contract document; the Contract of the Selected Consultant is terminated.
- iii. No replacement within 3 months, however the replaced manpower shall not be deployed by the agency to any project internally executed by successful bidder
- iv. Total penalty to be subject to 30% of the monthly payments at any time of the contract. In such situation where the total penalty exceeds the payments at any time of contract, MIDC reserves the right to invoke termination clause or terminate the contract altogether.

4.6.2 Service Levels Change Control

- i. It is acknowledged that the Service Levels may change as the roles and responsibilities evolve over the course of the Contract period.
- ii. Any changes to the Service Level provided during the term of the Contract between the MIDC and the Consultant and as defined above, will be requested, documented and negotiated in good faith by the MIDC and the Consultant. Change in Service Level can be requested by either party.
- iii. Upon receiving any revised requirement in writing, from the MIDC, the Consultant would discuss the matter with the MIDC to gain a better understanding of the requirement.

In case such requirement arises from the side of the Consultant, it would communicate in writing the matter with MIDC as well as discuss the matter, giving reasons thereof.

- iv. In either of the two cases as explained above, both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a change in Service Levels or not.
- v. If it is mutually agreed that such requirement constitutes a “Change in Service Levels” then a new Service Level Agreement will be prepared and signed by the Consultant and MIDC to confirm a “Change in Service Level” and will be documented as an addendum to this Contract.
- vi. In case, mutual Agreement is not reached, then the Consultant shall continue providing Services under the current Service Levels as defined in the contract.

4.6.2 Payment Terms

- i. The payment to the Consultant shall be made by the MIDC based on the services provided by the Consultant as per the Scope of Work under the Contract signed between the Consultant and the MIDC.
- ii. The payment will be released by the MIDC as per the “Man Month Rate” by Level quoted in the Financial Bid for the Tender.
- iii. All payments will be made in Indian Rupees.
- iv. The payment will be made on the Time and Material basis and will be as per the Time Sheet format of each Personnel as agreed upon by the MIDC and the Consultant at the time of signing the Contract.
- v. As per RFP and deployed Manpower are required to work as per office time schedule of MIDC/Govt. of Maharashtra
- vi. The payment to the Consultant will be made on a monthly basis
- vii. The Consultant shall submit the invoice for payment on a monthly basis, clearly indicating the payment that has been accrued in each month.
- viii. The Consultant shall submit the requisite deliverables and satisfactorily perform work as specified under the Contract to the MIDC. The requisite payment will be released by the MIDC upon acceptance of the deliverables and satisfaction with work performed by the Selected Consultant.
- ix. If the deliverables submitted / work performed by the Consultant is not acceptable to the MIDC, payments shall not be released to the Selected Agency. This is without prejudicing the MIDC’s right to levy any Penalties based on the Service levels agreed between the MIDC and the Selected Agency. In such case, the payment will be released to the Consultant only after it re-submits the deliverable / performs work and which is accepted by the MIDC.
- x. In case of early termination of the Contract between the MIDC and the Selected Consultant, the payment shall be made to the Consultant as mentioned herewith.

- The Consultant shall provide the details of Personnel provided as per the Time

Sheet during the period from last payment till the date of termination. Based on such details, the payment due will be calculated and paid as per the agreed Man Month Rate.

- Penalties, if any, for violating the Service Levels will be computed at the end of each payment cycle. These Penalties would be adjusted in the payment due to the Consultant in the subsequent month.

4.7 ARBITRATION & JURISDICTION:

- A) In the events of any dispute or any difference arising between the parties hereto as to the rights and obligations under this agreement and the work order or as to any claim, monetary or otherwise of one party against the other or as to the interpretation and effect of any terms and conditions of this agreement and the work order, such disputes or difference shall be referred to the Arbitrator who shall be mutually appointed by the parties in accordance with Arbitration and Conciliation Act, 1996. The Arbitrator's decision shall be final and binding on the parties to the disputes. Such Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996, or any amendment or statutory modification or re-enactment thereof. The venue of the arbitration shall be at Mumbai and the language shall be English.
- B) The courts in Mumbai shall have exclusive jurisdiction for the enforcement or any other disputes arising out of the Arbitration Award.

SECTION 5. SUBMISSION FORMS

I. Technical Proposal

TECH-1 Technical Proposal Submission

Form TECH-2 Consultant's Organization

and Experience

A. Consultant's Organization

B. Consultant's Financial Strength

C. Consultant's Experience

TECH-3 Approach, Methodology and Work Plan for Performing the

Assignment TECH-4 Team Composition

TECH-5 Curriculum Vitae (CV) for Key Staff

TECH-1: Technical Proposal Submission Form

[Location, Date]

To:

Chief Executive Officer,
Maharashtra Industrial Development Corporation (MIDC)
Udyog Sarathi, Mahakali Caves Road,
Andheri (E), Mumbai-400 093.

Dear Sir,

We, the undersigned, offer to provide the consulting services for **assisting MIDC Attracting Textile Sector Investment in PM MITRA Park, Maharashtra** in accordance with your Request for Proposal dated ----- and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal, and the Financial Proposal sealed under a separate envelope.

The enclosed technical proposal includes the authorization document in the name of the Authorized Signatory and Consent letter from Consortium Members, in Original.

We confirm that we are qualified as per the Qualification Criteria specified in the RFP document. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it would lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., 90 calendar days from the last date of opening of tender, we undertake to negotiate without any alteration in the staff proposed for the assignment. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate consulting services related to the assignment not later than a week from the date of issue of letter of award.

We understand you are not bound to accept any Proposal you receive.

Thanking You,

Your Sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

TECH-3: Description of Approach and Methodology for Performing the Assignment and Work Plan

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal in brief divided into the following submissions:

- a) *Approach and Methodology: In this submission, you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the constraints that are expected and their importance, and explain the technical approach you*

would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) *Work Plan: In this submission, the firm should propose timeline for proposed activities and deliverables.*

Authorized Signature [*In full and initials*]:__

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

TECH-4: Team Composition

The Consultant shall propose team consisting of staff / experts to take care of all aspects of the assignment as prescribed in Section 2.6 of this RFP document. There staff/equivalent experienced staff should be retained till the end of assignment.

KEY STAFF

Name of Key Expert	Education Qualification	Area of Expertise	Post Qualification and relevant experience in number of years
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Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

TECH-5: Curriculum Vitae (CV) for Key Staff

Photo	Name			
	Position:			
	Date of Birth			
	Education:			
	From	To	Company	Position Held

4. Employment Record				
5. Brief Profile				
8. Countries of Work Experience				
9. Languages				
10. Work Undertaken that Best Illustrates Capability to Handle the TaskAssigned				
<p>Nature of Work:</p> <p>Year:</p> <p>Location:</p> <p>Company:</p> <p>Position Held:</p> <p>Main features:</p> <p>Activities Performed:</p>				
<p>Certification</p> <p>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 willful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p> <p>Additionally, I also certify that I shall be available for the entire duration of the contract.</p> <p style="text-align: right;"><i>Date:</i> _____</p> <p><i>Signature of staff member</i> <i>Day/Month/Year</i></p>				

I. FinancialProposal

FIN-1: Financial Proposal Submission Form

[Location,Date]

To:

Chief Executive Officer,
Maharashtra Industrial Development Corporation (MIDC)

Dear Sir,

We, the undersigned, offer to provide the consulting services for **assisting MIDC in Attracting Textile Sector Investment in PM MITRA Park, Maharashtra** in accordance with your Request for Proposal dated ----- and our Technical Proposal. Our financial proposal for executing the assignment shall be as follows:

The Bidder shall submit the Financial Proposal with a single quote covering monthly fees for 6 months and success fee linked to land allocation milestone achievement as per below format:

Component	Amount *
Monthly Fee (payable in 6 equal instalments over 6 months)	
Success Fee at 50% land allocation	
Success Fee at 75% land allocation	
Success Fee at 90% land allocation	
Total Fee	

Note: Monthly fee (for 6 months) cannot be more than 50% of the total fee.

The success fee shall be payable only upon certification of the corresponding milestone by the Authority.

*This fee shall be inclusive of all taxes, travel, communication, administrative expenses, and any other cost required for the scope of work.

Our Financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal, i.e. 90 calendar days from the date of opening the financial bid.

We understand you are not bound to accept any Proposal you receive. Thanking You,

Yours Sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm and Address:

SECTION 6. DRAFT CONTRACT:

I) General

1) Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

1. The “Contract” means the agreement entered into between MIDC and the Consultant including all the attachments and appendices there to and
All documents incorporated by reference therein;
2. “The MIDC” means Maharashtra Industrial Development Corporation
3. The "Consultant" means Agency which is selected through the tender process.
4. The “Services” means Consultancy services to be provided to MIDC
5. “Day” means a working day.
6. “Intellectual Property Rights” means any patents, copyrights, trademarks, trade names, industrial design, trade secret, permit, service marks, brands, proprietary information, and knowledge.
7. Technology, licenses, databases, software, know-how, or other form of intellectual property rights, title, benefits or interest, whether arising before or after execution of the Contract.
8. “Applicable Law” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time

2) Applicable law

This contract, its meaning and interpretation, and the relation between the parties shall be governed by the applicable law.

3) Notices

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address specified in this RFP. A party may change its address for notice hereunder by giving the other party notice in writing.

4) Location

The manpower deployed by successful bidder will be required to work at MIDC premises located anywhere i.e. Udyog Sarathi, Andheri / World Trade Centre/ Mantralaya Mumbai, On Site Textile.

5) Authorized representatives

The authorized representative for MIDC will be General Manager (Marketing).

The authorized representative for _____(name of bidder) will be

_____ (name, designation)

6) Taxes and Duties

- 6.1 The Consultant will have full and exclusive liability for the payment of all taxes

and other statutory payments payable under any or all of the statutes/laws/acts etc. now or hereafter imposed. Payment will be made to the Consultant after deduction of any applicable Tax / Taxes at source.

6.2 Any Official outstation travel to be undertaken for project work as directed by the MIDC will be borne by the MIDC.

6.3 It is the clear understanding of the Consultant that the complete scope as defined or as may be required for the intended objective is included in the Rates by Level. No extra payment apart from the quoted Rate by Level will be made in order to achieve the intended objectives. Reasons like, Consultant having not envisaged / considered a particular activity or element of cost required to be carried out for achieving the intended objective or some activity not specifically mentioned in the Contract but required to be carried out for achieving the intended objective, will not form basis for considering extra payments.

6.4 No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/required time schedules.

7) Use of Contract Documents.

7.1 The Consultant shall not, without the MIDC 's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, report, findings, data or information furnished by or on behalf of the MIDC in connection therewith, to any person other than a person employed by the Consultant in performance of the services under the contract.

7.2 The Consultant shall not, without the MIDC 's prior written consent, disclose any documents including (soft and hard copies), plan, report, findings, data, plans, specifications, process definitions/details and copies, thereof furnished by the MIDC as well as all deliverables (hard and soft copies) including but not being limited to methodologies, frameworks, models, plans, process documentation, program specifications etc. to any person other than a person employed by the Consultant in performance of the services under the Contract.

II). Commencement, Completion and Termination of Contract.

1. Commencement, Action

(A) Commencement.

1.1 Within 1 week from the date of signing the Contract between the Consultant and the MIDC, the Consultant shall be ready to work as a consultant to the MIDC. The date of signing of the Contract document by the MIDC shall be the date/day for counting the starting day / date and the ending day/date will be accordingly calculated. Also, the Consultant shall be ready to deploy its personnel within 1 week from award of contract by MIDC. Penalty, if any, for the delay in execution shall be calculated accordingly.

1.2 Consultant should deploy personnel with requisite skills and experience required for the job as specified under the Contract and as per the requirement released by the MIDC. The MIDC will have right to ask for replacement of any person /persons who do not have and/or exhibit sufficient expertise and experience in the required field for the intended job. The replacement has to be to the satisfaction of the MIDC.

1.3 Failure on the part of the Consultant to find a suitable replacement shall amount to a breach of the terms hereof and the MIDC in addition to all other rights, have the right to claim damages and recover from the Consultant all losses/ or other damages that may have resulted from such failure.

(B) Action and Compensation.

B.1: Conditions for default:

- a) The deliverables at any stage of the project as developed/ implemented by the Consultant do not take care of all or part thereof of the Scope of Work as agreed And defined under the Contract with the MIDC.
- b) The deliverables at any stage of the project as developed/ implemented by the Consultant fails to achieve the desired result or do not meet the intended quality And objective as required by the MIDC.
- c) The documentation is not complete and exhaustive.
- d) There is a change in resource before the completion of a pre-defined period.

B: 2 The MIDC may impose penalties on the Consultant providing the Services as per the Service Levels defined under this Contract.

2. Completion

- 2.1 The term under this Contract will be for a period of 36 months which shall start from day of signing of the Contract.
- 2.2 In the event of an extension of the term by 6 months, the consultant will be granted an increase of 10% in consolidated annual fee. The final decision will be taken by the MIDC.
- 2.3 The MIDC shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Selected Consultant, at least 1 month before the expiration of the term hereof, whether it will grant the Consultant an extension of the term. The decision to grant or refuse the extension shall be at the MIDC's discretion.
3. Force Majeure
- 3.1 Any delay in or failure of the performance shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as acts of god or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, terrorist activities, military operations, riots, epidemics, civil commotions, strikes etc. The Consultant shall keep records of the circumstances referred to above and bring these to the notice of MIDC in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the Contract period. The decision of the MIDC arrived at after consultation with the Selected Agency, shall be final and binding. Such a determined period of time will be extended by the MIDC to enable the Consultant to complete the job within such extended period of time.
- 3.2 If a Consultant is prevented or delayed from performing any of its obligations under the Contract with MIDC by Force Majeure, then the Consultant shall notify the MIDC the circumstances constituting the Force Majeure and the obligations of which is thereby delayed or prevented, within **five (5) working days from** the occurrence of the events.
- 3.3 In the event the Force Majeure substantially prevents, hinders or delays a Selected Agency's performance of Services for a period in excess of five (5) Working days from the occurrence of any such event, the Consultant may declare that an emergency exists.
- 3.4 Post the emergency is declared to be over; the MIDC will communicate to the Consultant to resume normal services within a period of seven (7) days. In the event that the Consultant is not able to resume services within the next seven (7) days, the MIDC may terminate the Contract and/or obtain substitute performance from an alternate Selected Agency.
- 3.5 Consultant will advise, in the event of his having to resort to this Clause, in writing, duly certified by the statutory authorities, the beginning and end of the causes of the delay, within fifteen (15) days of the occurrence and cessation of such Force Majeure.

4 Termination of Contract

- 4.1 The MIDC may, terminate this Contract by giving the Consultant a 30 (Thirty) days prior and written notice indicating its intention to terminate the Contract under the following circumstances:
- 4.2 If MIDC is of the opinion that there has been such event of default on the part of the Consultant which would make it proper and necessary to terminate this Contract and may include failure on the part of the Consultant with respect to any of its commitments, with regard to any part
Of its obligations under this Contract.
- 4.3 The Consultant has failed to commence the provision of Services, or has without any lawful excuse under these conditions suspended the work for 30 consecutive calendar days.
- 4.4 Where it comes to the MIDC's attention that the Consultant is in a position of actual conflict of interest with the interests of the MIDC in relation to any of Terms and Conditions of the Contract or has without authority has committed breach of Terms of the Contract in best judgment of the MIDC.
- 4.5 In the event of the quality of Temporary Staffing Personnel and/or services as per the Scope of Work under the Contract with the MIDC not found acceptable by the MIDC.
- 4.6 The Consultant has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by it.
- 4.7 The Consultant has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the MIDC.
- 4.8 The Consultant has been declared insolvent/bankrupt.
- 4.9 Consequences of Termination**
- 4.9.1 The MIDC shall have the right to carry out the unexecuted portion of work either by itself or through selecting other Empanelled Agency.
- 4.9.2 In the event of termination of this Contract, MIDC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Consultant shall be obliged to comply with.
- 4.9.3 In the event of termination of this Contract due to the expiry of the Term of this Contract, a decision not to grant any (further) extension by MIDC, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Selected Agency, the Consultant herein shall be obliged to provide all such assistance to the successor or any other person as may be required by MIDC.
- 4.9.4 Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Consultant or due to the fact that the survival of the Consultant as an independent corporate entity is threatened/has ceased, the MIDC shall pay the Consultant for

that part of the Services which have been authorized by the MIDC and satisfactorily performed by the Consultant up to the date of termination. Without prejudice any other rights, the MIDC may retain such amounts from the payment due and payable by the MIDC to the Consultant as may be required to offset any losses caused to the MIDC as a result of any act/omissions of the Selected Agency.

- 4.9.5 The MIDC may take possession of the works and all deliverables of the Consultant and use or employ the same for completion of the work or employ any other Consultant or other person or persons to complete the works. The Consultant shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other Empanelled Agencies or other persons employed for completing and finishing or using such deliverables.
- 4.9.6 In the event of termination of this Contract consequent to the expiry of the term of Contract or due to the termination of Contract initiated by the Consultant prior to the stipulated term of Contract, the Consultant is obliged to transfer the legal ownership of such deliverables to the MIDC that are deployed or used for a total consideration of Re. 1/- (Rupee One only), at the time of such termination of this Contract.
- 4.9.7 When the Contract is terminated by the MIDC for all or any of the reasons mentioned above, the Consultant shall not have any right to claim compensation on account of such termination.

5. Resolution of Disputes.

- 5.1 The MIDC and the Consultant shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with the Contract.
- 5.2 In the events of any dispute or any difference arising between the parties hereto as to the rights and obligations under this agreement and the work order or as to any claim, monetary or otherwise of one party against the other or as to the interpretation and effect of any terms and conditions of this agreement and the work order, such disputes or difference shall be referred to the sole Arbitrator who shall be the Chief Executive Officer of MIDC and his decision shall be final and binding on the parties to the disputes. Such Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996, or any amendment or statutory modification or re-enactment thereof. The venue of the arbitration shall be at Mumbai and the language shall be English.
- 5.3 The courts in Mumbai shall have exclusive jurisdiction for the enforcement or any other disputes arising out of the Arbitration Award.

6. Binding Clause

All decisions taken by MIDC regarding the processing of the Contract shall be final and binding on all parties concerned.

III) Obligations of the Consultant:

1. Standards of Performance:

Performance of the Services shall be made by a Consultant in accordance with the Service Levels as specified in Service Levels of this Contract.

- 1.1 If at any time during performance of the Contract, the Consultant should encounter conditions impeding timely performance of Services, the Consultant shall promptly notify the MIDC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the

Selected Agency's notice, the MIDC shall evaluate the situation and may, at its discretion, extend the Agency's time for performance with or without a Penalty, in which case the extension shall be ratified by the involved parties by amendment of the Contract.

2. Conflict of Interest

2.1 The Consultant will be barred from participating in any Bid Process (downstream activities) falling within the Scope of Work / assisted by the Consultant or its personnel, till the duration of their Contract with the MIDC in the department in which the Consultant is providing its services under this Contract. The Consultant would not be barred from executing existing projects for which it is already selected within the department, however it would be barred from any future projects / Bid Process (downstream activities) falling within the Scope of Work / assisted by the Consultant or its personnel, till the duration of their Contract with the MIDC.

3. Insurance for key Personnel

3.1 Accident or Injury to personnel provided on Temporary Staffing :-The MIDC shall not be liable for or in respect of any damages or compensation payable to any personnel provided on Temporary Staffing to MIDC by Consultant. The Consultant undertakes to indemnify and keep indemnified MIDC against all such damages and compensation and against all such claims proceedings, damages, costs, charges and expenses (including reasonable legal costs) whatsoever in respect thereof or in relation thereto.

1. Reporting Obligation:

Details to be submitted in the below format

Sr. No.	Index	FDI	Others
---------	-------	-----	--------

1.	Initial Information received		
2.	Outreach Communication		
3.	Preliminary meeting		
4.	No. of investment conferences		
5.	Site Visits		
6.	Management Decision awaited		
7.	Management Decision taken		
8.	Applied		
9.	LAC Decision		
10.	Investment done		
11.	Post Application status		

Monthly Program Success

Sr.No.	Index	FDI	Others
1.	Applicants		

2.	Investment (in Cr)		
3.	Land (in Acres)		
4.	Impact on MIDC Cash flow (in Cr)		

5. Intellectual Property Rights

5.1 MIDC shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the Consultant solely during the performance of Services and for the purposes of inter alia use or sub-license of such Services under this Contract. The Consultant undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the MIDC and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the MIDC.

5.2 Notwithstanding anything to the contrary contained herein, the Consultant will defend, indemnify and hold harmless the MIDC against any suit or claim brought by a third party that the possession or use of the software, programs, firmware and hardware, materials or documents infringes such third parties intellectual property rights or is a misuse of its Confidential Information.

6. Indemnity

6.1 The Consultant shall indemnify MIDC from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

- a) Any negligence or wrongful act or omission by the Consultant or any third party associated with Consultant in connection with or incidental to this Contractor;
- b) Any breach of any of the terms of this Contract by the Selected Agency, the Selected Agency's Team or any third party
- c) Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof

6.2 The Consultant shall also indemnify the MIDC against any privilege, claim or assertion made by a third party with respect to right or interest in, service provided as mentioned in any Intellectual Property Rights and licenses.

7. Limitation of Liability.

- 7.1 Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
- 7.2 Except in the case of Gross Negligence or Willful Misconduct on the part of the Consultant or

on the part of any person acting on behalf of the Consultant executing the work or in carrying out the Services, the Selected Agency, with respect to damage caused by the Consultant including to property and/or assets of the MIDC or of any of MIDC's vendors shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the Contract Value or (B) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (A) or (B) is higher. For the purposes of this Clause, "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property. "Willful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

- 7.3 This limitation of liability stated in this Clause, shall not affect the Selected Agency's liability, if any, for direct damage by Consultant to a Third Party's real property, tangible personal property or bodily injury or death caused by the Consultant or any person acting on behalf of the Consultant in executing the work or in carrying out the Services.

IV) Consultant's Personnel

1. Description of Personnel:-

- 1.1 The Consultant shall provide such qualified and experienced Personnel as are required to carry out the Services as per the detailed Scope of Work specified in the Contract.
- 1.2 If additional work is required beyond the Scope of Work specified in the Contract, estimated periods of engagement of the personnel set forth may be increased by mutual Agreement in writing between the Consultant and the MIDC.

2. Deployment of personnel

- 2.1 MIDC may decide to interview and approve candidates who can be deployed by the Consultant.
- 2.2 Consultant should deploy only those candidates that have been approved by MIDC. No changes will be made within 3 months from start of the project. In case of non-compliance MIDC may levy INR. 1, 00,000/- as penalty for each such breach on the Consultant as it may seem appropriate.
- 2.3 Consultant should deploy persons with requisite skills and experience required for the job as specified under the Contract to the satisfaction of the MIDC.
- 2.4 The Consultant shall bear all travel and other costs incurred in deploying the personnel.

3. Replacement of personnel:

3.1 Removal and/or Replacement of personnel.

3.2 The MIDC will have the right to ask for replacement of entire / any team persons who do not display adequate expertise and experience in the required field or any other reasons for the intended job. The replacement has to be to the satisfaction of the MIDC.

3.3 Failure on the part of the Consultant to find a suitable replacement as specified shall amount to a breach of the terms hereof and the MIDC in addition to all other rights, have the right to claim damages and recover from the Consultant all losses/ or other damages that may have resulted from such z' failure.

3.4 Except as the MIDC may otherwise agree, no changes shall be made in the Personnel provided for Temporary Staffing. If, for any reason beyond the reasonable control of the Selected Agency, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications in Agreement with the MIDC.

3.5 The „Man Month Rate“ by Level applicable for the replacement Personnel shall be the same or lower as of the replaced Personnel.

3.6 The Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

3.7 If the MIDC finds that:

- (i) any of the Personnel provided for Temporary Staffing has committed serious misconduct or has been charged with having committed a criminal action, or
- (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then The Consultant shall, at the MIDC's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the MIDC

4. Exit Policy and Procedures:

4.1 At the time of expiry of Contract period, as per the Contract, between the Consultant and the MIDC, the Consultant needs to ensure a complete knowledge transfer by their deployed Personnel to the new Person replacing them, over a maximum period of 2 (Two) weeks.

4.2 Confidential Information, Security and Data to the MIDC: The Consultant on the commencement of the exit management period will promptly supply all the following:

a. All information relating to the current services rendered;

b. Documentation relating to any of the MIDC Project's Intellectual Property Rights;

c. Any MIDC Project data and confidential information;

d. All other information (including but not limited to documents, records and Agreements) relating to the services reasonably necessary to enable MIDC, to carry out due diligence in order to transition the provision of the Services to MIDC;

4.3 All hardware (including laptops, printers, pen drives etc if any) which is a property of the MIDC.

4.4 Before the date of exit of Selected Agency, the Consultant shall deliver to the MIDC all new or up- dated

materials from the categories set out in clauses above and shall not retain any copies thereof. However the consultant shall be entitled to retain its working papers.

5. Service Levels and Penalties:

- 5.1 Consultant is expected to meet the following Service Levels in the normal course of carrying out the activities as per the detailed Scope of Work. In case of default on any or all such Service Levels, the MIDC will reserve the rights to levy Penalties on the Selected Agency.

6. Calculation of Penalties:

- 6.1 The penalties applicable for violation of Service Levels are specified in the table above.
- 6.2 In situation, where the Consultant has incurred a Penalty of equal to or more than Fifteen (15) % of monthly payment for Three (3) consecutive months at any time during the Contract Period, the MIDC reserves the right to either invoke the termination Clause or terminate the Contract altogether.
- 6.3 The MIDC also reserves the right to invoke the Performance Security furnished by the Consultant at the time of signing the Contract with the MIDC, if for any reason stated in the Contract document; the Contract of the Consultant is terminated.
- 6.4 Total Penalty to be capped subject to 30% of the monthly payments at any time of the Contract. In such situation where the total penalty exceeds the limit of 30% of the monthly payments at any time of the Contract, the MIDC reserves the right to invoke termination clause or terminate the Contract altogether.

7. Service Levels Change Control

- 7.1 It is acknowledged that the Service Levels may change as the roles and responsibilities evolve over the course of the Contract period.
- 7.2 Any changes to the Service Level provided during the term of the Contract between the MIDC and the Consultant and as defined above, will be requested, documented and negotiated in good faith by the MIDC and the Selected Agency. Change in Service Level can be requested by either party (MIDC or Selected Agency).
- 7.3 Upon receiving any revised requirement in writing, from the MIDC, the Consultant would discuss the matter with the MIDC to gain a better understanding of the requirement.
- 7.4 In case such requirement arises from the side of the Selected Agency, it would communicate in writing the matter with MIDC as well as discuss the matter, giving reasons there of.
- 7.5 In either of the two cases as explained above, both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a change in Service Levels or not.
- 7.6 If it is mutually agreed that such requirement constitutes a “Change in Service Levels” then a new Service Level Agreement will be prepared and signed by the Consultant and MIDC to confirm a “Change in Service Level” and will be documented as an addendum to this Contract.
- 7.7 In case, mutual Agreement is not reached, then the Consultant shall continue providing

Services under the current Service Levels as defined in the contract.

Service	Expected Service level	Penalty level in case of default.
1. Deployment of all personnel for project after signing the contract with the MIDC or any subsequent requirement from the MIDC during the contract period	*1 week for senior consultants. * 1 week for consultant	10% of Monthly payment Due ONLY in the succeeding month.
2. Replacement of personnel at request of MIDC	Maximum 3 weeks from date of intimation by the MIDC, including Minimum 1 week of handover time.	10% of Monthly payment Due ONLY in the succeeding month.
3. Replacement of personnel at request of the selected Agency	No replacement within 6 month	INR 1,00,000 per breach (for Consultants and senior consultants)
4. Submission of all monthly status reports to the MIDC	100%	10% of Monthly payment Due ONLY in the succeeding month.

V) Obligations of the Client:

Facilities:-The Client shall make available “Facilities” free of charge to the consultant.

VI) Payment to the Consultant.

1. Payment Terms

- 1.1 The payment to the Consultant shall be made by the MIDC based on the services provided by the Consultant as per the Scope of Work under the Contract signed between the Consultant and the MIDC.
- 1.2 The payment will be released by the MIDC as per the Man Month Rate” by Level quoted in the

Financial Bid for the Tender.

- 1.3 All payments will be made in Indian Rupee.
 - 1.4 The payment will be made on the Time and Material basis and will be as per the Time Sheet format of each Personnel as agreed upon by the MIDC and the Consultant at the time of signing the Contract.
 - 1.5 The payment to the Consultant will be made on a monthly basis.
 - 1.6 The Consultant shall submit the invoice for payment on a monthly basis, clearly indicating the payment that has been accrued in each month.
 - 1.7 The Consultant shall submit the requisite deliverables and satisfactorily perform work as specified under the Contract to the MIDC. The requisite payment will be released by the MIDC upon acceptance of the deliverables and satisfaction with work performed by the Selected Agency. If the report is not satisfactory than 5-20 % amount will have to be deducted from monthly payment.
 - 1.8 Presently and advance intimation of to team members deputed in Andheri should report to GM (M) other deputed to Mantralya should report to PSI on daily basis. And for any outdoor events and activities, prior intimation should be given to respective senior.
 - 1.9 If the deliverables submitted / work performed by the Consultant is not acceptable to the MIDC, payments shall not be released to the Selected Agency. This is without prejudicing the MIDC's right to levy any Penalties based on the Service levels agreed between the MIDC and the Selected Agency. In such case, the payment will be released to the Consultant only after it re-submits the deliverable / performs work and which is accepted by the MIDC.
 - 1.10 In case of early termination of the Contract between the MIDC and the Selected Agency, the payment shall be made to the Consultant as mentioned herewith.
- The Consultant shall provide the details of Personnel provided for Temporary Staffing as per the Time Sheet during the period from last payment till the date of termination. Based on such detail, the payment due will be calculated and paid as per the agreed „man Month Rate” by level
 - Penalties, if any, for violating the Service Levels will be computed at the end of each payment cycle. These Penalties would be adjusted in the payment due to the Consultant in the subsequent month.