

Notice Inviting RFP for Selection of Consultant to Support M-TIPB in the Overall Development and Promotion of MSMEs in Tamil Nadu

MSME Trade and Investment Promotion Bureau (M-TIPB),

1st floor, SIDCO Corporate Office Building,
Thiru. Vi. Ka Industrial Estate, Guindy, Chennai-600032.
Phone: 044-29530112/ 29530113/ 29530114;
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RFP No. 001/MTIPB/20-21

Date: 26-January-2021

1. Managing Director, MSME Trade and Investment Promotion Bureau (M-TIPB) invites proposals (Two Cover Bid System) from eligible firms for “Selection of Consultant to support M-TIPB in the Overall Development and Promotion of MSMEs in Tamil Nadu”.
2. Participating Agencies must fulfil the following pre-requisites:

Sl.	Pre-Qualification (PQ) Criteria
1	Bidder should be an entity registered in India under the Companies Act/ LLP Act and should have been in existence for at least 3 years on the date of publication of tender.
2	Bidder should have carried out at least one institutional development/institutional reorganisation/study worth at least Rs. 1 Crore in any of the past 3 years (FY 17-18, FY 18-19, FY 19-20).
3	Bidder should have completed at least one consulting project in the area of industrial development/sector modernisation in a stateworth at least Rs. 1 Crore in any of the past 3 years (FY 17-18, FY 18-19, FY 19-20)
4	Bidder should have completed at least one consulting project in the area of MSME schemes/policies with aState Government in any of the past 3 years. (FY 17-18, FY 18-19, FY 19-20)
5	Bidder should have a minimum average turnover of Rs. 10 Cr. (audited) in the previous three financial years (FY 16-17, FY 17-18, FY 18-19).
6	The Bidder should not have been blacklisted by Central/State Government/Departments/PSUs in India as on bid submission date.
7	EMD/Bid Security should be submitted in the form of DD/Bank Guarantee for Rs. 1,00,000/- in favour of The Managing Director, MSME Trade and Investment Promotion Bureau (M-TIPB), Guindy, Chennai 600032.

3. The bidding documents may be purchased for Rs.5,000/- (inclusive of GST) by way of Demand Draft in favour of Chief Accounts Officer, O/o. The Managing Director, MTIPB drawn in any Nationalized Bank payable at Chennai. Add Rs.200/- to get the Documents through post. The documents may be downloaded free of cost from the website www.tenders.tn.gov.in, www.indcom.tn.gov.in and <https://tnmtipb.in/>

4. Interested firms shall **submit** the RFP in the prescribed format up to **3:00 pm** on **11.02.2021** to The Managing Director, MSME Trade and Investment Promotion Bureau (M-TIPB), 1st Floor, SIDCO Corporate Office Building, Guindy, Chennai -32.
5. A **pre-bid meeting** is proposed on **01.02.2021** at **3:00 p.m.**
6. The bids shall be submitted to the Office of the Managing Director, MSME Trade and Investment Promotion Bureau (M-TIPB), in two separate sealed envelopes, with documents as indicated below:
 - Technical Proposal and Earnest Money Deposit (EMD)/Bid Security (refundable).
 - Financial Proposal
7. Proposals received without Earnest Money Deposit (EMD)/Bid Security will not be accepted and will be summarily rejected.
8. The **last date** for **submitting** the bids is **11.02.2021** up to **03:00 PM.**
9. The duly filled bid in proper format should be submitted in person or sent by courier, registered/speed post etc., to The Managing Director, MSME Trade and Investment Promotion Bureau (M-TIPB), 1st Floor, SIDCO Corporate Office Building, Guindy, Chennai-32. Each page of the proposal should be signed by the competent authority of the applicant.
10. All amendments, time extension, clarifications etc. will be uploaded on the website only and will not be published in newspapers. The bidders should regularly visit the website to keep themselves updated.

Key dates:

Sl.	Description	Important Information
1	Date of Invitation for bids	26.01.2021
2	Pre-bid meeting	01.02.2021 at 3:00 p.m.
3	Due date & time for downloading the bidding documents	11.02.2021 up to 2.30 p.m.
4	Due date & time for submission of bids	11.02.2021 up to 3.00 p.m.
5	Date of opening of Technical Bid	11.02.2021 at 4.00 p.m.
6	Date of opening of Financial Bid	To be informed later

If any of the dates mentioned in this document coincide with Govt. holidays, the next working day will be considered as schedule date.

Managing Director,
MSME Trade and Investment Promotion
Bureau (M-TIPB),
1st Floor, SIDCO Corporate Office Building,
Guindy, Chennai-600032



**Tamil Nadu MSME Trade and Investment Promotion Bureau
(M-TIPB)**



SELECTION OF CONSULTANCY

REQUEST FOR PROPOSAL

RFP No.:001/MTIPB/20-21

**RFP for Selection of Consultant to Support M-TIPB in the
Overall Development and Promotion of MSMEs in Tamil Nadu**

MSME Trade and Investment Promotion Bureau (M-TIPB)

1st floor, SIDCO Corporate Office Building,
Thiru VI Ka Industrial Estate, Guindy, Chennai-600032.
Phone: 044-29530112/ 29530113/ 29530114;
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Issued on: January 26, 2021

TABLE OF CONTENTS

Disclaimer	7
Section 1. Introduction	8
Section 2. Instructions to Bidders (ITB) and Data Sheet	10
1. Definitions	10
2. Introduction	11
3. Conflict of Interest.....	11
4. Unfair Competitive Advantage.....	12
5. Corrupt and Fraudulent Practices	12
6. Eligibility.....	12
7. General Considerations	13
8. Cost of Preparation of Proposal.....	13
9. Language	13
10. Documents Comprising the Proposal	13
11. Earnest Money Deposit	13
12. Proposal Validity.....	14
13. Clarification and Amendment of RFP.....	15
14. Technical Proposal Format and Content	15
15. Price Adjustment	15
16. Submission, Sealing, and Marking of Proposals	16
17. Confidentiality.....	17
18. Withdrawal of Bid.....	17
19. Opening of Technical Proposals.....	17
20. Proposals Evaluation	17
21. Evaluation of Technical Proposals	18
22. Financial Proposal for Least Cost Selection (LCS).....	18
23. Negotiations.....	18
24. Conclusion of Negotiations	19
25. Award of Contract	19
26. Performance Guarantee	19
27. Liquidated Damages.....	20
28. Knowledge Transfer	21
29. Penalty Clause	21
30. Payment Procedure.....	22

31. Conduct of Project Management Consultant Manpower	22
32. Interpretation	23
33. Governing Law.....	23
34. Force Majeure.....	23
35. Change Order and Contract Amendments.....	24
36. Termination Clauses.....	25
37. Cessation of Services.....	27
38. Disputes Resolution.....	27
39. Disqualification	28
Section 3. Technical Proposal – Standard Forms	34
Section 4. Financial Proposal - Standard Forms.....	43
Section 5. Terms of Reference	47
INTRODUCTION.....	47
CURRENT CONTEXT.....	47
1. Articulating MSME Strategy.....	47
2. Designing M – TIPB	48
3. Growing M – TIPB.....	49
A. Institutionalising Systems and Processes.....	49
B. PR, Social Media Support.....	49
4. Supporting MSMEs.....	50
A. Continuous Engagement with MSMEs.....	50
B. Investment Facilitation.....	50
C. MSME Promotion and Exports Support	50
D. Creating a Vendor Ecosystem for MSMEs.....	52
E. Redesign of Schemes to Support MSMEs.....	52
F. Research and Knowledge Management.....	52
5. Bid management for Sectoral Support	53
DELIVERABLES, OUTPUT and payment schedule	54
Appendix-I: Earnest Money Deposit and Performance Bank Guarantee Format	56
Appendix-II: Power of Attorney Format	58
APPENDIX - III.....	59
STANDARD FORM OF CONTRACT CONTRACT for PROJECT MANAGEMENTCONSULTANT.....	59

Disclaimer

1. The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by the Tamil Nadu MSME Trade and Investment Promotion Bureau hereinafter referred to as MTIPB, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
2. The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the MTIPB to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.
3. MTIPB and its employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.
4. MTIPB may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.
5. MTIPB accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP.
6. MTIPB reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
7. The issue of this RFP does not imply that MTIPB is bound to select an Applicant or to appoint the selected bidder, as the case may be, for the consultancy.
8. The bidder shall bear all costs associated with or relating to the preparation and submission of its Proposal. MTIPB shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the bidder in preparation or in submission of the Proposal, regardless of the conduct or outcome of the selection process.

Section 1. Introduction

The Tamil Nadu MSME Trade and Investment Promotion Bureau (M-TIPB) was established as an autonomous body by the TN MSME Department to internationalize MSMEs from Tamil Nadu and to promote global partnerships and investments in the sector. This was done vide G.O. MS No. 8, of the MSME Department, dated 24-Jan-2019.

The Bureau is registered under the Tamil Nadu Societies Registration Act and is responsible for performing promotional, facilitative, directive and collaborative functions. The various functions of the M – TIPB (as articulated in the G.O) are summarized below. The functions have been clustered for ease of interpretation.

Sl.	Role of M - TIPB	Associated Functions
1	Trade and Investment Promotion	<ul style="list-style-type: none"> Identifying and promoting national and international investments in MSMEs in Tamil Nadu. Forging ties with national and international trade bodies, associations, policy proponents and relevant stakeholders for industrial promotion in the state. Identifying national and international forums for MSMEs of TN to participate in. Suggesting business forums and meets to be conducted in Tamil Nadu and also to be participated in by the state. Organising training and seminars on export marketing, vendor development, buyer seller interactions, etc. Arranging national and international exchange and exposure visits for officials of the MSME department and MSME unit holders.
2	Export Promotion	<ul style="list-style-type: none"> Exploring overseas markets for products and services of MSMEs. Promoting MSMEs and exports through export excellence awards.
3	Business Facilitation	<ul style="list-style-type: none"> Providing information to entrepreneurs and investors for establishment of industries/ service establishments and their scope in Tamil Nadu. Facilitating agency for single window clearance system for MSMEs - guide entities on procedural aspects of starting industries, incentives, support available, etc. Facilitating improvements in market access, finance, technology, management, etc. for MSMEs
4	Applied Research and Knowledge Transfer	<ul style="list-style-type: none"> Acting as a hub of knowledge on trade through applied research, evaluation of policies, dynamic publications, maintenance of an updated website etc. Publishing reports, pamphlets, brochures, etc. on MSMEs and sharing the

SI.	Role of M - TIPB	Associated Functions
		same with relevant stakeholders.

M-TIPB seeks to become the single point of contact for all MSMEs in the state of TN and seeks to address/ support MSME requirements. To operationalize the M-TIPB, the MSME Department seeks to appoint a Consultant to function as an extended arm of the Bureau in providing development and promotional assistance to MSMEs in Tamil Nadu.

The modalities of implementation and the role of the Consultant have been detailed in the Terms of Reference (Section 5) of this document.

M-TIPB invites proposals from eligible bidders for selection and appointment as a Consultant.



Section 2. Instructions to Bidders (ITB) and Data Sheet

A. GENERAL PROVISIONS

<p>1. Definitions</p>	<p>(a)“Applicable Guidelines” means the policies of GoTN governing the selection and Contract award process as set forth in this RFP.</p> <p>(b)“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.</p> <p>(c)“Client” meansMSME Trade and Investment Promotion Bureau (M-TIPB).</p> <p>(d)“Consultant” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(e)“Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all additional documents as may be specified by the Client.</p> <p>(f)“Data Sheet” means an integral part of the Instructions to Bidders (ITB) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITB.</p> <p>(g)“Day” means a calendar day.</p> <p>(h)“Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant.</p> <p>(i)“Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract.</p> <p>(j)“Non-Key Expert(s)” means an individual professional provided by the Bidder who is assigned to perform the Services or any part thereof under the Contract.</p> <p>(k)“Government” means the Government of Tamil Nadu (GoTN).</p> <p>(l)“in writing” means communicated in written form (e.g., by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;</p> <p>(m)“ITB” (this Section 2 of the RFP) mean the Instructions to Bidders that provides-the Bidders with all information needed to prepare their</p>
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	<p>Proposals.</p> <p>(n)MSME means an industry defined and classified as follows:</p> <ol style="list-style-type: none"> i. A micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed one crore rupees and turnover does not exceed five crore rupees. ii. A small enterprise, where the investment in Plant and Machinery or Equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees. iii. A medium enterprise, where the investment in Plant and Machinery or Equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees. This notification shall come into effect from 01.07.2020 <p>(o)“Proposal” means the Technical Proposal of the Consultant.</p> <p>(p)“RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants.</p> <p>(q)“Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(r)“TORs” means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected outcomes.</p>
<p>2. Introduction</p>	<p>2.1 The Client named in the Data Sheet intends to select a Bidder in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The Bidders are invited to submit a Technical Proposal for the project named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Bidder.</p> <p>2.3 The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-bid meeting if one is specified in the Data Sheet. Attending any such pre-bid meeting is optional and is at the Bidder’s expense.</p>
<p>3. Conflict of Interest</p>	<p>3.1 The Bidder is required to provide services, at all times holding the Client’s interest’s paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Bidder has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best</p>

	<p>interest of its Client. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract and/or sanctions by the Client.</p> <p>3.2.1 Without limitation on the generality of the foregoing, the Bidder shall not be hired under the circumstances set forth below:</p>
a. Conflicting projects	(i) <u>Conflict among projects</u> : A Bidder (including its Experts) shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder for the same or for another Client.
b. Conflicting relationships	(ii) <u>Relationship with the Client's staff</u> : a Bidder (including its Experts) that has a close business or family relationship with a professional staff of the Client, who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Bidders competing for a specific assignment do not derive a competitive advantage from having had past engagements with the Client. To that end, the Client shall indicate in the Data Sheet and make available to all Bidders together with this RFP all information that would in that respect give such Bidder any unfair competitive advantage over competing Bidders.
5. Corrupt and Fraudulent Practices	<p>5.1 GoTN requires compliance with its policy in regard to corrupt and fraudulent practices.</p> <p>5.2 In further pursuance of this policy, Bidders shall permit and shall cause their Experts to permit the Client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Client.</p>
6. Eligibility	<p>6.1 The Client permits Bidders (firms) from India to offer services under this contract unless otherwise blacklisted/ de-barred by the Government of Tamil Nadu or its undertaking.</p> <p>6.2 Furthermore, it is the Bidder's responsibility to ensure that its Experts (declared or not), and/or their employees meet the eligibility requirements as established in this document.</p>
	6.3 Government-owned enterprises or institutions in India shall be eligible only if they can establish that they (i) are legally and financially

	<p>autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client.</p> <p>To establish eligibility, the government-owned enterprise or institution should provide all relevant documents(including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.</p>
	6.4 Government officials and civil servants in India are not eligible to be included as Experts in the Bidder's Proposal unless such engagement does not conflict with any of the provisions of this engagement or employment or other laws, regulations, or policies of India.
B. PREPARATION OF PROPOSALS	
7. General Considerations	7.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Client shall be written in the language specified in the Data Sheet .
10. Documents Comprising the Proposal	10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet .
11. Earnest Money Deposit	<p>11.1 Every bidder participating in the bidding process must furnish the required earnest money deposit as specified in the Request for Proposal.</p> <p>11.2 Form of EMD: The EMD may be deposited in the form of a demand draft or bank guarantee in favour of "MSME Trade and Investment Promotion Bureau" payable at Chennai.</p>

	<p>11.3 The EMD shall be valid for the period of Bid Validity as mentioned in the Data Sheet. The same shall be payable at par at “Chennai”.</p> <p>11.4 Refund of EMD: The EMD of unsuccessful bidders shall be refunded within 60 days after final acceptance of bid and award of contract.</p> <p>11.5 EMD of Successful Bidder: EMD of the successful bidder will be returned on submission of the PBG as mentioned in the RFP</p> <p>11.6 Forfeiture of EMD: The EMD taken from the bidder shall be forfeited in the following cases: -</p> <ul style="list-style-type: none"> • When the bidder withdraws or modifies his bid proposal after opening of bids. • When the bidder does not execute the agreement after placement of order within the specified time. • When the bidder does not deposit the Performance Guarantee in the form of Bank Guarantee after the work order is placed.
12. Proposal Validity	<p>12.1 The Data Sheet indicates the period during which the Bidder’s Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Bidder shall maintain its original Proposal without any change.</p> <p>12.3 If it is established that any Key Expert nominated in the Bidder’s Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.</p>
a. Extension of Validity Period	<p>12.4 The Client will make its best effort to complete the negotiations within the proposal’s validity period. However, should the need arise, the Client may request, in writing, all Bidders who submitted Proposals prior to the submission deadline to extend the Proposal’s validity.</p> <p>12.5 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>12.6 The Bidder has the right to refuse to extend the validity of its Proposal (without forfeiture of the EMD) in which case such Proposal will not be further evaluated.</p>
b. Sub-Contracting	<p>12.7 Sub-Contracting of Key Experts is not allowed, and all the resources should be on the payroll of the Project Management Consultant</p> <p>12.8 Project Management Consultant to provide a Self-Certificate from its Head–HR or Authorized Signatory that the resources deployed on</p>

	<p>the Project is on the Payroll of the Project Management Consultant, at the start of the project. This Certificate needs to be provided every 6 months.</p>
<p>13. Clarification and Amendment of RFP</p>	<p>13.1 The Bidder may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposal's submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Bidders. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Bidders and will be binding on them. The Bidders shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Bidders reasonable time to take an amendment into account in their Proposals.</p> <p>13.2 The Bidder may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Proposal shall be accepted after the deadline.</p>
<p>14. Technical Proposal Format and Content</p>	<p>14.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>14.2 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.</p>
<p>15. Price Adjustment</p>	<p>15.1 The Project Management Consultant shall agree to carry out any additional assignment during the assignment period as per instruction of the MTIPB, the remuneration of the change request will be arrived upon by mutual agreement of the scope of work and the Rate-Card provided by the Project Management Consultant as FIN-3 will be</p>

	used for the same.
C. SUBMISSION, OPENING AND EVALUATION	
16. Submission, Sealing, and Marking of Proposals	<p>16.1 The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by hand/ courier/ registered post/ speed post.</p> <p>16.2 An authorized representative of the Bidder shall sign the original submission letter in the required format for the Technical and Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal and Financial Proposal.</p> <p>16.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initiated by the person signing the Proposal.</p> <p>16.4 The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>16.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “Technical Proposal”, “[Name of the Assignment]”, reference number, name and address of the Bidder, and with a warning “Do Not Open until [insert the date and the time of the Technical Proposal submission deadline].”</p> <p>16.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked “Financial Proposal” “[Name of the Assignment], [reference number], [name and address of the Consultant]”, and with a warning “Do Not Open with The Technical Proposal.”</p> <p>16.7 The sealed envelope containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Bidder’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]”.</p> <p>16.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p>

	16.9 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet , or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.
17. Confidentiality	<p>17.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Client on any matter related to its Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>17.2 Any attempt by Bidders or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing Client's sanctions procedures.</p> <p>17.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if an Bidder wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
18. Withdrawal of Bid	18.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Submission Date.
19. Opening of Technical Proposals	<p>19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Bidders' authorized representatives who choose to attend (in person). The opening date, time and the address are stated in the Data Sheet.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Bidder and/or the name of the lead member and the names and the countries of all members; (ii) any modifications to the Proposal submitted prior to proposal submission deadline.</p>
20. Proposals Evaluation	20.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical Proposals.

21. Evaluation of Technical Proposals	21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the pre-qualifying criteria, evaluation criteria, and point system specified in the Data Sheet . Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet .
22. Financial Proposal for Least Cost Selection (LCS)	22.1 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score and invite such a Consultant to negotiate the Contract.
D.NEGOTIATIONS AND AWARD	
23. Negotiations	<p>23.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Bidder's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Bidder.</p> <p>23.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Bidder's authorized representative.</p>
a. Availability of Key Experts	<p>23.3 The invited Bidder shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations. Failure to confirm the Key Experts' availability may result in the rejection of the Bidder's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Bidder.</p> <p>23.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Bidder, including but not limited to death or medical incapacity. In such case, the Bidder shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p> <p>23.5 Penalties to the extent of 50% of the fee for the Key Experts as mentioned in FIN 3 (per man-month rate card) may be levied for the entire balance period of the contract for such change request, unless an acceptable replacement is provided within 30 days of such change request. After one year of the contract, Project Management Consultant has to ensure that 60% of the proposed team of resource persons remains unchanged. For any change request of Key Experts, the substitute has to be an individual with similar / better experience</p>

	<p>& qualifications and accepted in writing by Managing Director of MTIPB.</p> <p>23.6 MTIPB reserves the right to seek for replacement of resources against any of the positions mentioned in the RFP if at any point they are found not suitable for the work allocated to them in the project. The Project Management Consultant should provide a replacement within 30 days of such written request placed by MTIPB otherwise a penalty of 5% of quoted man-month rate per day of delay will be levied. In such an eventuality where replacement is sought by MTIPB, at-least a 30-day notice will be given to Project Management Consultant to advice the concerned consultant to improve upon his/her performance failing which the replacement clause will be started.</p>
b. Technical negotiations	<p>23.7 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract.</p>
24. Conclusion of Negotiations	<p>24.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Client and the Bidder’s authorized representative.</p> <p>24.2 If the negotiations fail, the Client shall inform the Bidder in writing of all pending issues and disagreements and provide a final opportunity to the Bidder to respond. If disagreement persists, the Client shall terminate the negotiations informing the Bidder of the reasons for doing so. The Client will invite the next-ranked Bidder to negotiate the Contract. Once the Client commences negotiations with the next-ranked Bidder, the Client shall not reopen the earlier negotiations.</p>
25. Award of Contract	<p>25.1 After issuance of LOI by MTIPB, the selected bidder shall submit Performance Bank Guarantee and shall sign the contract with MTIPB within 15 days.</p> <p>25.2 MTIPB shall then issue the letter of award to the selected bidder and publish the award information as per the instructions in the Data Sheet; and promptly notify the other shortlisted Project Management Consultants. The Project Management Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>
26. Performance Guarantee	<p>26.1 Within 15 days from the date of Letter of Invitation (LOI) from MTIPB, the successful Project Management Consultant</p>

	<p>company/firm shall furnish the Performance Guarantee of an amount equal to 5% of its Financial Proposal, by way of Bank Guarantee issued by one of the Nationalized Banks in India for the due performance of the Assignment in the format at Appendix-I.</p> <p>26.2 The selected Project Management Consultant shall submit the Bank Guarantee for Performance Guarantee for 12 months.</p> <p>26.3 Refund of PG: The PG shall be refunded within six months from the date of successful completion of the assignment.</p> <p>26.4 Forfeiture of PG: PG shall be forfeited in the following cases:</p> <ul style="list-style-type: none"> • When any terms and condition of the contract is breached. • When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the purchase/ work order. <p>26.5 PMC has to follow the working hours, working days and Holidays of Government of Tamil Nadu. However, resource shall be available on a holiday if so required by MTIPB. No extra payments will be made for working on extended hours Saturdays/Sundays/Holidays to meet the committed/required time schedules.</p>
<p>27. Liquidated Damages</p>	<p>27.1 The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the selected bidder shall arrange services within the specified period.</p> <p>27.2 The selected bidder shall request in writing to MTIPB giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of service within the stipulated delivery period. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of delivery of service after which such request shall not be entertained.</p> <p>27.3 MTIPB shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that and grants extension with or without liquidated damages. If MTIPB agrees to extend the delivery period/schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, whatsoever beyond the contracted cost shall be paid for the delayed supply of service.</p> <p>27.4 It shall be at the discretion of MTIPB to accept or not to accept the supply of services rendered by the Project Management Consultant</p>

	<p>after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. MTIPB shall have the right to cancel the contract with respect to undelivered service.</p> <p>27.5 If MTIPB is in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period.</p> <p>27.6 Delivery period may be extended if the delay is on account of hindrances beyond the control of the bidder.</p> <p>27.7 Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.</p>
<p>28. Knowledge Transfer</p>	<p>28.1 The Project Management Consultant will initiate the knowledge transfer to the MTIPB staff from the 10th Month of the project and complete the overall activity by 12th month of the project. Upon full and final payment, Client shall have a perpetual, non transferable, non-exclusive paid-up right and license for purposes of its internal business to use, copy, modify and prepare derivative works of the Deliverables developed in the course of the Services hereunder, subject to any restrictions of any third-party materials embodied in the Deliverables and disclosed to Client. All other rights in the Deliverables and related intellectual property rights shall be the sole and exclusive property of Prime Bidder/ concern agency and/or are hereby assigned to Prime Bidder/ concern agency. Subject to obligations of confidentiality, each party shall be free to use the concepts, techniques and know-how used and developed on the Project. In any event, Prime Bidder/ concern agency shall continue to be free to perform similar services and develop Deliverables that may be similar, or which may be competitive with those produced hereunder for itself or its other clients using its general knowledge, skills and experience that are acquired or used in the course of providing the Services.</p>
<p>29. Penalty Clause</p>	<p>29.1 The successful bidder shall render services strictly adhering to the milestones in the Letter of Award. Any delay in achieving the milestones except approved by MTIPB in writing shall attract a penalty of 1.0% of total value of work order per week of the delay subject to a maximum of 10.0 % of the value of work order. If the delay is beyond 30 days, then client has the right to issue the</p>

		termination notice.
30. Payment Procedure	30.1	Project Management Consultant will follow the payment procedure mentioned in Section 5.
	30.2	The consolidated invoice will be generated and submitted on completion of the deliverables mentioned in Section 5.
	30.3	MTIPB will process and pay to PMC within 30 days of the invoice date. Should there be any observation to correct the invoice/progress report, same would be communicated within 14 days of invoice submission date else it would be deemed to be accepted and payment shall be processed. The PMC will rectify any shortcoming in the invoice, if pointed out and resubmit within 7 days time for its payments.
31. Conduct of Project Management Consultant Manpower	31.1	The conduct of Project Management Consultant will be in line with best practices throughout the term of the contract. Attendance and punctuality will be minimum expectations from the resources deployed. Each office of the Project Management Consultant will have some attendance monitoring system and regular attendance of personnel will be monitored by MTIPB.
	31.2	It is expected that in a quarter minimum 85% of aggregated attendance is maintained and reported. It should be duly signed and submitted along with the quarterly payment invoice by the Project Head.
	31.3	Any absenteeism other than for valid reasons (submitted & approved either before the leave or at most 5 days of leave). Beyond 5 days for unauthorized leave, MTIPB will have the right to deduction of 5% of man-month rate quoted for each of the resources on per day basis. This will be calculated on a monthly basis and the amount will be deducted from the Payments.
	31.4	Project Management Consultant cannot change the Key Experts as submitted in response to the bid, except in case of resignation, medical incapacity or death, for the period of 1 year from the project start date unless there is written approval of the MANAGING DIRECTOR of MTIPB approval of which may be provided in very rare situation. This clause is non-negotiable and penalties to the extent of 50% of the fee for the Key Experts as mentioned in FIN 3 (per man-month rate card) may be levied for the entire balance period of the contract for such change request, unless an acceptable replacement is provided within 60 days of such change request. After one year of the contract, Project Management Consultant has to ensure that 60% of the proposed team of Resource Persons remains unchanged. For any change request of Key Experts, the

	<p>substitute has to be an individual with similar / better experience & qualifications and accepted in writing by Managing Director, MTIPB.</p> <p>31.5 The Key Experts have to be full- time on this project and at the location mentioned as per the RFP. Relaxations to this clause shall be provided only at the discretion of the Managing Director, MTIPB in special cases where work from home or consultant’s location might be desired or acceptable.</p>
E. OTHER TERMS AND CONDITIONS	
32. Interpretation	<p>32.1 Entire Agreement: The Contract constitutes the entire agreement between the M-TIPB and the Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p> <p>32.2 Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p> <p>32.3 Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
33. Governing Law	<p>33.1 The Contract shall be governed by and interpreted in accordance with the laws of the Tamil Nadu State / the Country (India) and under the jurisdiction of Madras High Court.</p>
34. Force Majeure	<p>34.1 Definition - For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agent’s employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome</p>

	<p>in the carrying out of its obligations hereunder Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p> <p>34.2 No breach of Agreement - The failure of a Party to fulfil any of its obligations here under shall not be considered to be a breach of, or default under, this Agreement in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. The Project Management Consultant shall not be liable for forfeiture of its PG or/ and BG, if and or the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of the Force Majeure.</p> <p>34.3 Measures to be taken</p> <ul style="list-style-type: none"> • A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay. • A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible. • The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure. <p>34.4 Extension of time - Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>34.5 Consultation - Not later than thirty (30) days after the Project Management Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.</p>
<p>35. Change Order and Contract Amendments</p>	<p>35.1 M-TIPB may at any time order the selected bidder through Notice, to make changes within the general scope of the Contract in case of services to be provided by the selected bidder.</p> <p>35.2 If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder's performance of any</p>

	<p>provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected bidder's receipt of the MTIPB's order. The rate-contract enclosed in the FIN-3 will be used to calculate the cost of the additional work/change request.</p>
<p>36. Termination Clauses</p>	<p>36.1 Termination for default - MTIPB may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part for the following reasons (provided a cure period of not more than 20 days is given to the selected bidder to rectify the breach):</p> <ul style="list-style-type: none"> • If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by MTIPB; or • If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or • If the selected bidder, in the judgment of the M-TIPB, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contractor; • If the selected bidder commits breach of any condition of the contract • If M-TIPB terminates the contract in whole or in part, amount of Performance Guarantee shall be forfeited <p>36.2 Termination for Insolvency - MTIPB may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to MTIPB.</p> <p>36.3 Termination for Convenience - MTIPB, by a written notice of at least 30 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective. In such case, MTIPB will pay for all the pending invoices as well as the work done till that date</p>

	<p>by the Project Management Consultant.</p> <p>36.4 Termination by MTIPB - The MTIPB may, by not less than thirty (30) days written notice of termination to the Project Management Consultant, such notice to be given after the occurrence of any of the events, terminate this Agreement if:</p> <ul style="list-style-type: none"> • The Project Management Consultant fails to comply with any final decision reached as a result of arbitration proceedings or • The Project Management Consultant submits to the M-TIPB a statement which has a material effect on the rights, obligations or interests of the M-TIPB and which the Project Management Consultant knows to be false • Any document, information, data or statement submitted by the Project Management Consultant in its Proposals, based on which the Project Management Consultant was considered eligible or successful, is found to be false, incorrect or misleading; or • As the result of Force Majeure, the Project Management Consultant is unable to perform a material portion of the Services for a period of not less than 30 days. <p>36.5 Termination by Project Management Consultant - The Project Management Consultant may, by not less than three (03) month written notice to the MTIPB, such notice to be given after the occurrence of any of the events, terminate this Agreement if:</p> <ul style="list-style-type: none"> • The MTIPB is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Project Management Consultant may have subsequently agreed in writing) following the receipt by the M-TIPB of the Project Management Consultant's notice specifying such breach. • If there are more than 3 un-paid invoices and M-TIPB fails to remedy the same within 45days of the submission of the last un-paid invoice • As the result of Force Majeure, the Project Management Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days • The M-TIPB fails to comply with any final decision reached as a result of arbitration. <p>36.6 Payment upon Termination - Upon termination of this Agreement all pending payments due till the date of the termination of the contract will be made by M-TIPB to the Project Management Consultant within 60 days of the contract termination</p>
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	<p>36.7 Suspension - The M-TIPB may, by written notice of suspension to the Consultant, without any obligation (financial or otherwise) suspend all the payments to the Project Management Consultant hereunder if the Project Management Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension shall specify the nature of the breach or failure, and shall provide an opportunity to the Project Management Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Project Management Consultant of such notice of suspension.</p> <p>Cessation of rights and obligations - Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except.</p> <ul style="list-style-type: none"> • such rights and obligations as may have accrued on the date of termination or expiration • the obligation of confidentiality set forth in RFP
<p>37. Cessation of Services</p>	<p>37.1 Upon termination of this Agreement by notice of either Party to the other the Project Management Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.</p>
<p>38. Disputes Resolution</p>	<p>38.1 Amicable Settlement - The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred to M-TIPB, who will take decision within 30 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration.</p> <p>38.2 Arbitration - In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by M-TIPB</p>

	<p>and other appointed by Project Management Consultant and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Tamil Nadu and following are agreed. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel). When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.</p>
<p>39. Disqualification</p>	<p>39.1 The bid is liable to be disqualified if:</p> <ul style="list-style-type: none"> • Not submitted in accordance with this document. • During validity of the bid or its extended period, if any, the bidder increases his quoted prices. • 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. • Bid received in incomplete form or not accompanied by bid security amount/all requisite documents. • Bid received after due date and time. • Bidder submits conditional bids. • Bidder indulges in canvassing in any form to win the contract. • Bidder sub-contracts any part of the project to or employs the goods or services of any of the parties having interest in the project.

F.DATA SHEET

A. General	
ITB Clause.	
2.1	Name of the Client: MSME Trade and Investment Promotion Bureau (M-TIPB) Method of selection: Least-Cost Selection (LCS)
2.2	The name of the assignment is: RFP for Selection of Consultant to Support M-TIPB in the Overall Development and Promotion of MSMEs in Tamil Nadu.
2.3	A pre-proposal conference will be held: Yes Date of pre-proposal conference: 01-Feb-2021 at 3:00 PM. Address: MSME TRADE AND INVESTMENT PROMOTION BUREAU (M-TIPB) 1 st Floor, SIDCO Corporate Office Building, Thiru. Vi. Ka Industrial Estate, Guindy, Chennai-600 032, Phone: 044-29530112/ 29530113/ 29530114. E-Mail: contact@tnmtipb.in , mtipboffice@gmail.com Website: https://tnmtipb.in/ , http://www.indcom.tn.gov.in/ Contact person: V.S. Venkatesan, Designation: General Manager (Business Facilitation), M-TIPB Contact: venkatesan@tnmtipb.in , +91 94441 84598
4.1	-
B. Preparation of Proposals	
9.1	English language.
10.1, 14.1, 14.2	The Proposal shall comprise the following: (1) Compliance sheet to prequalification criteria as per Form Pre-Qual-1 (2) Supporting documents for pre-qualification criteria if any (3) Power of Attorney to sign the Proposal. (4) TECH-1 (5) TECH-2 (6) TECH-3 (7) TECH-4 (8) TECH-5 (9) TECH-6 (10) Earnest Money Deposit/ Bid Security.

	<p>(11) FIN-1 (12) FIN-2 (13) FIN-3 (14) FIN-4</p>
12.1	Proposals must remain valid for 90 (ninety) calendar days after the proposal submission deadline (i.e., until May12, 2021).
13.1	<p>Clarifications may be requested no later than 7 (seven) days prior to the submission deadline. <u>The contact information for requesting clarifications is:</u></p> <p>MSME TRADE AND INVESTMENT PROMOTION BUREAU (M-TIPB) 1st Floor, SIDCO Corporate Office Building, Thiru. Vi. Ka Industrial Estate, Guindy, Chennai-600 032, Phone: 044-29530112/ 29530113/ 29530114. E-Mail: contact@tnmtipb.in, mtipboffice@gmail.com Website: https://tnmtipb.in/, http://www.indcom.tn.gov.in/</p> <p>Contact person: V.S. Venkatesan, Designation: General Manager (Business Facilitation), M-TIPB Contact: venkatesan@tnmtipb.in, +91 94441 84598</p>
C. Submission, Opening and Evaluation	
16.4	The Bidder must submit: (a) Technical Proposal: one (1) original and one (1) copy. (b) Financial Proposal: one (1) original and one (1) copy.
16.9	<p>The Proposals must be submitted no later than: Date and Time: 11.02.2021 up to 3.00 PM The Proposal submission address is: MSME TRADE AND INVESTMENT PROMOTION BUREAU (M-TIPB) 1st Floor, SIDCO Corporate Office Building, Thiru. Vi. Ka Industrial Estate, Guindy, Chennai-600 032, Phone: 044-29530112/ 29530113/ 29530114; E-Mail: contact@tnmtipb.in, mtipboffice@gmail.com</p>
19.1	<p>The opening of the Technical Proposal shall take place at: same as the Proposal submission address. Date: 11.02.2021 at 4.00 p.m.</p> <p>Details about the opening of Financial Proposal will be informed later.</p>
21.1	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p><u>Pre-Qualification Criteria:</u></p>

1. Bidder should be an entity registered in India under the Companies Act/ LLP Act and should have been in existence for at least 3 years on the date of publication of tender.
2. Bidder should have carried out at least one institutional development/institutional reorganization study worth at least Rs. 1 Crore in any of the past 3 years (FY 17-18, FY 18-19, FY 19-20).
3. Bidder should have completed at least one consulting project in the area of industrial development/sector modernization in a state worth at least Rs. 1 Crore in any of the past 3 years (FY 17-18, FY 18-19, FY 19-20).
4. Bidder should have completed at least one consulting project in the area of MSME schemes/policies of a state government in any of the past 3 years. (FY 17-18, FY 18-19, FY 19-20)
5. Bidder should have a minimum average turnover of Rs. 10 Cr. (audited) in the previous three financial years (FY 1617, FY 1718, FY 1819).
6. The Bidder should not have been blacklisted by Central / State Government / Departments /PSUs in India as on bid submission date.
7. EMD / Bid Security should be submitted in the form of DD for Rs. 1,00,000/- in favor of The Managing Director, MSME Trade and Investment Promotion Bureau (M-TIPB), Guindy, Chennai 600032.

The bids submitted by the bidders who clear the pre-qualification round only will be evaluated as per the criteria provided below:

Evaluation Criteria (100 Points)

A. Approach and Methodology (10 points)

- Detailed approach and methodology for the engagement.
- Should include the consultant's understanding of the project scope, the end outcomes envisaged and the overall intent.
- Innovative practices/models that the consultant will adopt during the project.
- Possible issues/bottlenecks that may arise and the means to overcome them.

B. Profile of the Team – Individual CVs (90 points)

SI.	Expert	Profile
1	Project Leader (20 points)	<ul style="list-style-type: none"> • At least 12 years of experience in Government consulting including with the Industries, MSME and related departments AND • Should have carried out studies for the Industries/MSME/ associated departments on industrial promotion/ industrial facilitation. [1 mark per study; maximum 3 points]. • Should have led organisational design, process re-engineering, and HR policy design studies in central and state government

		<p>organisations. [1 mark per study; maximum 5 points].</p> <ul style="list-style-type: none"> • Should have led large scale implementation engagements across sectors – of a value of at least Rs. 1 Crore each. [1 points per study; maximum 4 points]. • Formal specialisation in process re-engineering/industrial engineering or equivalent. [If yes – 4 points; else 0]. • S/he should have international work experience relevant to MSMEs/Industry in another country. [1 point for each year of experience; maximum 4 points].
2	Trade Promotion Expert (15 points)	<ul style="list-style-type: none"> • At least 8 years of experience in global trade AND • Experience of working with Export Promotion Councils/Industry Associations (3 points) • Experience of working on a Government Export Promotion Project worth more than 1 Crore (3 points) • Hands on expertise in import and export of products [1 point for each Rs. 5 Crore of imports/exports handled: maximum 3 points]. • Experience in organising and handling events such as the Global Investors Meet/Trade Expos, Fairs/Road Shows or equivalent events for Government/industry bodies [1 point for each event; maximum 6 points].
3	Manufacturing Expert (15 points)	<ul style="list-style-type: none"> • At least 8 plus years of experience in manufacturing sector AND • Experience related to commencement of setting up of a manufacturing company – 2.5 points. • Experience in scale up and growth of a manufacturing enterprise – 2.5 points] • Experience of working with MSME clusters/industrial parks. [If yes – 2.5 points; else 0] • Experience related to implementation of IT/Industry 4.0/modernisation solutions in MSME context [If yes – 2 points; else 0]. • Experience related to B2B sourcing ecosystem of MSMEs and OEMs [If yes – 2.5 points; else 0] • Experience in manufacturing MSME sector in a country other than India. [1 points per country; maximum 3 points].
4	Institutional Strengthening Expert (15 points)	<ul style="list-style-type: none"> • At least 8 years of experience in public sector consulting AND • S/he should have cross sectoral experience – utilities, development, industries and infrastructure, MSMEs etc. [1 point per sector; maximum 4 points]. • S/he should have led/managed projects on restructuring/ institutional strengthening for state governments and/or their entities. [1 point per project; maximum 6 points]. • Past experience on the ease of doing business project in any

		<p>state/central government. [If yes - 3 points; else 0].</p> <ul style="list-style-type: none"> S/he should have drafted HR rules/policies for central/ state government bodies. [0.5 points per client; maximum 2 points]
5	Investment Facilitation Expert (15 points)	<ul style="list-style-type: none"> At least 8 years of experience with Government Investment Promotion Policy/Industrial policies/Investment Facilitation agencies AND Experience in projects dealing with MSME Industry related Policies and Laws – Labour laws, Industrial Safety, Taxation, etc. [2 points for each project; maximum 6 points] Experience in inviting, collaborating and facilitating setup of a new industry [2 points per industry facilitated; maximum 6 points] Experience in investment facilitation in a country other than India [If yes – 3 points; else 0]
6	Support Team [5 members; 5x2 = 10 points]	<ul style="list-style-type: none"> S/he should have a post-graduate degree (Public Policy/ Economics/ Management/ with minimum of 3 years of work experience in the relevant area. The 5 individuals would be involved in the following roles: <ul style="list-style-type: none"> Institutional reorganisation (1 Nos) Policy/Research/Knowledge support (1 Nos) Trade promotion support (1 Nos) Investment Facilitation Support (1 Nos) PR/Marketing/ Branding/Social Media with knowledge of creative design in relevant software like Adobe Photoshop, etc. (1 Nos)
<p>The bidders who secure at least 80% of the points in the Evaluation Criteria A and B above will be shortlisted and only their financial bids will be opened. Shortlisted bidders may be called for a presentation (to be communicated during pre-bid meeting).</p>		
D. Negotiations and Award		
23.1	<p>Expected date and address for contract negotiations: Date: To be informed by the Client. Address: MSME TRADE AND INVESTMENT PROMOTION BUREAU (M-TIPB) 1st Floor, SIDCO Corporate Office Building, Thiru. Vi. Ka Industrial Estate, Guindy, Chennai-600 032, Phone: 044-29530112/ 29530113/ 29530114. E-Mail: contact@tnmtipb.in, mtipboffice@gmail.com Website: www.indcom.tn.gov.in/ www.tnmtipb.in</p>	
25.1	Expected date for the signing of the Agreement: To be informed by the client	
25.2	Expected date of commencement of Project: To be informed by the Client.	

Section 3. Technical Proposal – Standard Forms

FORM	DESCRIPTION
PRE-QUAL-1	Compliance sheet to Prequalification Criteria
TECH-1	Technical Proposal Submission Form.
TECH-1 Attachment	If the Proposal is submitted by a joint venture (not more than 2), attach a letter of intent or a copy of an existing agreement.
Power of Attorney	A power of attorney for the authorized representative of each JV member (not more than 2), and a power of attorney for the representative of the lead member to represent both JV members.
TECH-2	Consultant’s Organization and Experience.
TECH-2A	A. Consultant’s Organization
TECH-2B	B. Consultant’s Experience
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.
TECH-3A	A. On the Terms of Reference
TECH-3B	B. On the Counterpart Staff and Facilities
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
TECH-5	Work Schedule and Planning for Deliverables
TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)



FORM PRE-QUAL-1 COMPLIANCE SHEET FORMAT

Sl. No.	Eligibility Criteria	Documentary Evidence	Compliance (Yes/No)	Evidence at Page No.
1	Bidder should be an entity registered in India under the Companies Act/ LLP Act and should have been in existence for at least 3 years on the date of publication of tender.	Certificates of Registration/Incorporation		
2	Bidder should have carried out at least one institutional development/institutional reorganisation study worth at least Rs. 1 Crore in the past 3 years (FY 17-18, FY 18-19, FY 19-20).	Copy of Signed Contract with Completion certificate issued by the client OR CA certificate stating full fees has been received OR Self certification By Authorized signatory stating that project is completed to be submitted		
3	Bidder should have completed at least one consulting project in the area of industrial development /sector modernisation in a stateworth at least Rs. 1 Crore in the past 3 years (FY 17-18, FY 18-19, FY 19-20).	Copy of Signed Contract with Completion certificate issued by the client OR CA certificate stating full fees has been received OR Self certification By Authorized signatory stating that project is completed to be submitted		
4	Bidder should have carried out at least one review of MSME schemes/ policies of a state government in the past 3 years. (FY 17-18, FY 18-19, FY 19-20)	Copy of Signed Contract with Completion certificate issued by the client OR CA certificate stating full fees has been received OR Self certification By Authorized signatory stating that project is completed to be submitted		
5	Bidder should have a minimum average turnover of Rs. 10 Cr. (audited) in the previous three financial years (FY 1617, FY 1718, FY 1819).	Certificate from Statutory Auditor for the last three years		
6	The Bidder should not have been blacklisted by Central / State Government / Departments /PSUs in India as on bid submission date.	Self-certification by authorised signatory		

FORMTECH-1 PROPOSAL SUBMISSION FORM

[Location, Date]

To,

The Managing Director,
MSME Trade and Investment Promotion Bureau (M-TIPB),
1st Floor, SIDCO Corporate Office Building,
Guindy, Chennai - 600032.
Tamil Nadu, India.

Dear Sir/Madam,

We, the undersigned, intend to participate as a Bidder for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal.

We are hereby submitting our Proposal, which includes the Technical Proposal sealed under a separate envelope 1.

We hereby declare that we have read the Instructions to Consultants included in the RFP, and abide by the same, and specifically to conditions mentioned in Instruction to bidders. We hereby declare that all the information and statements made in this Proposal are true and we accept that any misleading information contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to sign the Agreement and initiate the project as per the timelines prescribed.

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH-2 BIDDER'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Bidder's organization and an outline of the recent experience of the Bidder that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Bidder's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Bidder), and the Bidder's role/involvement.

A - Bidder's Organization

1. Provide here a brief description of the background and organization of your company.
2. Attach the organization's incorporation certificate as proof of existence.

B - Bidder's Experience

1. List only previous similar assignments successfully completed (as per requirements specified in Data Sheet).
2. List only those assignments for which the Bidder was legally contracted by the Client as a company. Assignments completed by the Bidder's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should substantiate the claimed experience by presenting copies of work orders/ completion certificates as an annexure to the proposal.

Start and Finish Date	Assignment name/ & brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in Rs.)	Description of assignment and work carried out

In the table above, indicate the projects that meet the pre-qualification criteria points.

FORM TECH-3
COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART
STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}



FORM TECH-4
DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT

Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
- b) **Work Plan and Staffing.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}



FORM TECH-6
TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

No.	Name	Position	Total No. of Man-Days in the year	Expert's input (in Days/month)				
				M1	M2	M3	M4	Mn
1		Project Leader						
2		Trade Promotion Expert						
3		Manufacturing Expert						
4		Institutional Strengthening Expert						
5		Investment Facilitation Expert						
6		Support Team (10 Nos; create separate rows for each named resource)						

1 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.



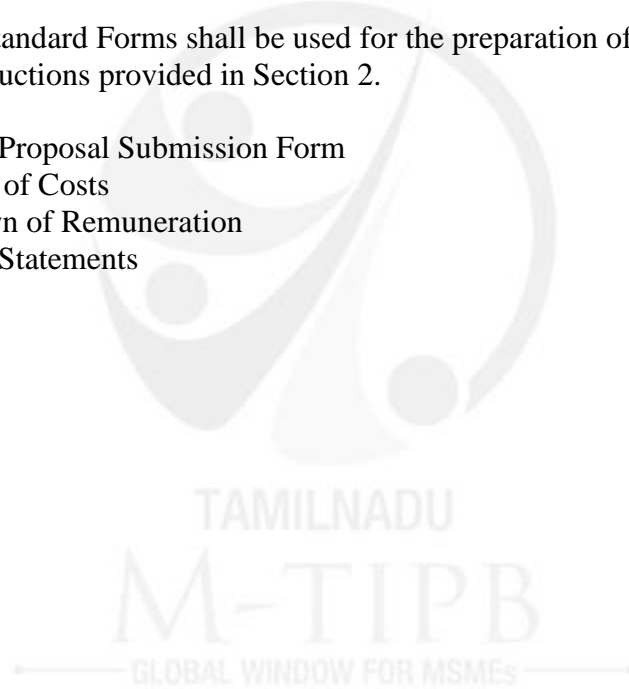
FORM TECH-6 (CONTINUED)
CURRICULUM VITAE (CV)

Proposed Position				
Name of Firm				
Name of Expert				
Date of Birth		Citizenship		
Education		Institute, Location	Year of Passing	Degree / Diploma
Membership in Professional Associations				
Other Training				
Countries of Work Experience				
TAMILNADU				
Languages		Language	Speaking	Reading
				Writing
		GLOBAL WINDOW FOR MSMEs		
Brief Profile				
Employment Record				
		From:	To:	
		Employer:		
		Position Held:		
Detailed Tasks Assigned		Work undertaken that best illustrates capability to handle the tasks assigned		
		Name of assignment: Year: Location: Client: Main project features: Positions held: Activities performed:		
CERTIFICATION				
I, the undersigned, 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.				
Signature of expert or authorized representative of the firm:		Date: (Day/Month/Year)		

Section 4. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration
- FIN-4 Financial Statements



FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To,

The Managing Director,
MSME Trade and Investment Promotion Bureau (M-TIPB),
1st Floor, SIDCO Corporate Office Building,
Guindy, Chennai - 600032.
Tamil Nadu, India.

Dear Sir/ Madam,

We, the undersigned, intend to participate as a Bidder for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal.

We are hereby submitting our Proposal, which includes the Financial Proposal sealed under a separate envelope 2.

Our attached Financial Proposal is for the amount of Rs. {Insert amount(s) in words and figures}, *excluding all indirect local taxes*. The estimated amount of local indirect taxes is Rs. {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. Our total financial cost for this project, including all taxes is Rs. {Insert amount(s) in words and figures}. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet,

We hereby declare that all the information and statements made in this Proposal are true and we accept that any misleading information contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to sign the Agreement and initiate the project as per the timelines prescribed.

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM FIN-2
SUMMARY OF COSTS

Item	Cost (Rs.)
(1) MSME Strategy for Tamil Nadu	
(2) Organization design of MTIPB	
(3) Growing MTIPB	
(4) Supporting MSMEs	
(5) Bid management for Sectoral Support	
(6) Travel	
(7) Boarding and Lodging	
(8)	
(9)	
Cost: {Should match the amount in Form FIN-1}	
(10) GST (18%) {Should match the amount in Form FIN-1}	
Total Taxes	
Total project cost (Project Fee + Taxes) {Should match the amount in Form FIN-1}	

Section 5. Terms of Reference

Selection of Consultant to Support M-TIPB in the Overall Development and Promotion of MSMEs in Tamil Nadu

INTRODUCTION

The Small Industries Department was carved out of the Industries department in 1993. Consequent to the enactment of the Micro Small & Medium Enterprises Development Act (2006), it was renamed as Micro Small and Medium Enterprises Department (MSME department). It deals with policy matters relating to the MSME sector and formulates schemes for the development of the sector. It executes its mandate through an ecosystem of institutions such as:

- The Commissionerate of Industries & Commerce.
- The Entrepreneur Development and Innovative Institute (EDII).
- Two State Public Sector undertakings viz., Tamil Nadu Small Industries Corporation Limited (TANSI) and Tamil Nadu Small Industries Development Corporation (TANSIDCO).
- The Tamil Nadu Startup and Innovation Mission (TANSIM), under the larger ambit of the EDII and Tamil Nadu Startup and Innovation Council (TANSIL).
- The Tamil Nadu MSME Trade and Investment Promotion Bureau (M – TIPB), autonomous body for promotion and internationalization of MSMEs of the state.

CURRENT CONTEXT

The Tamil Nadu MSME Trade and Investment Promotion Bureau (M – TIPB) was established as an autonomous body by the TN MSME department to **internationalize MSMEs from Tamil Nadu and promote global partnerships and investments**. This was done vide G.O. MS No. 8, of the MSME Department, dated 24-Jan-2019.

The Bureau is registered under the Tamil Nadu Societies Registration Act and is responsible for performing promotional, facilitative, directive and collaborative functions. The overall role of MTIPB is provided in the introduction to this document.

It is envisioned that M – TIPB would become the single point of contact for all MSMEs in the state and their requirements. To operationalize M-TIPB, the MSME Department seeks to appoint a consultant, whose terms of reference would be as follows:

1. Articulating MSME Strategy

1. Carry out detailed discussions with stakeholders – i.e., all stakeholders, public and private to first understand the roles of the various entities involved in the MSME

ecosystem and the nature of their engagement with the MSMEs in Tamil Nadu. Also obtain an understanding from them on their perceived needs of the MSMEs.

- a) Do a quick study of entities in the government MSME ecosystem in GoTN.
 - b) Carry out detailed discussions with non-government actors such as Export Promotion Councils, Trade Promotion Bodies, Chambers of Commerce, Customs Clearance Agencies, Financing Institutions, Industry Associations and other players in the private sector who are closely engaged with MSMEs.
2. Analyze existing databases of NSIC, Udyog Adhaar, TANGEDCO, Commercial Taxes Department (for GST data), Labor Department, Annual Survey of Industries, Electricity Department, Registration Department (for Proprietorships), Customs Department (for import/ export data) to estimate the district wise number of MSMEs in TN, their nature of business, indicative contribution to the overall state GDP, their import and export numbers and other relevant information. From this analysis identify the district wise MSME clusters in Tamil Nadu.
 3. Study the strategies adopted by other countries (to be identified mutually through discussion with MTIPB) and states for nature of support provided by such entities to MSMEs. Also examine the institutional mechanism adopted by these countries/ states to support the MSMEs.
 4. Based on 1 to 3 above, recommend an MSME Strategy for supporting MSMEs in TN – in line with the overall intent of the state. The aspects to be considered (non-exhaustive list) includes the types of MSMEs to be promoted in the state (e.g., manufacturing/ service), models to be adopted for MSMEs (e.g. cluster-based models, hub-and-spoke models), sectors to be promoted, nature of support expected by the MSMEs etc.
 5. Map the proposed strategy to the entities existing/ proposed in the MSME ecosystem of Tamil Nadu so that there is institutional clarity (without overlaps) in the state.

2.Designing M – TIPB

1. From point no. 5, recommend a vision, mission, strategy, and an operational five-year plan for M – TIPB with well-defined financial and operational targets.
2. Define the business processes (workflows) of the bureau, from the point of delivery of services to its customers to the Head Office – keeping the customers at the centre of service delivery.
3. Translate the finalized mandate of M-TIPB into an organization structure, job descriptions, manpower (sanctions, mode of filling etc.), competency requirements of the manpower proposed, and training and capacity building requirements. The bureau is intended to be a lean, facilitative body that will leverage significantly on technology for delivering its services and the same shall need to be reflected in the design.

4. Design templates, formats and procedures for all activities of the M – TIPB (internal to M – TIPB and customer related).
5. Define targets and periodic milestones to be met, and the associated timelines to ensure M – TIPBs alignment to industrial development of the state.
6. Define the hand-shake points for all core business processes between M – TIPB and the other entities in the MSME Department ecosystem.
7. Develop an HR Policy Manual for M – TIPB that shall include all policies and rules pertaining to the lifecycle of an employee- from recruitment to retirement.

3.Growing M – TIPB

This part of the engagement is associated with providing handholding support to M – TIPB in translating the recommendations proposed above into reality. The consultant shall function like an extended arm of M – TIPB and assist it in executing its mandate. The scope of work for the same is as below.

A.Institutionalising Systems and Processes

1. Provide handholding and supervisory support to M – TIPB in implementing the recommendations provided in the consultant’s report.
2. Provide support in the recruitment and on-boarding of manpower at M – TIPB (if approved).
3. Institutionalize the systems and processes recommended and hand-hold M – TIPB in implementing them.
4. Help procure ERP systems required for M-TIPB. These are to include modules for organizational efficiency such as Zoho Books, Fresh desk etc.
5. Assist in organizing regular fellowships and internship program for undertaking applied research on MSMEs, policies and other relevant areas.

B.PR, Social Media Support

1. To launch M – TIPB and generate the necessary ‘wow factor’, provide inputs on the existing social media and PR strategies of M – TIPB.
2. Assist M – TIPB in preparation and usage of standardized marketing collateral templates. This shall include the design of creatives, social media posts, articles, write-ups, social-media imagery etc. and their promotion on social-media channels.
3. Create on-going campaigns that help showcase MSMEs to a global audience; publish reports, pamphlets, brochures, etc. on MSMEs and share the same with relevant stakeholders.

4.Supporting MSMEs

A.Continuous Engagement with MSMEs

1. Create and roll out a framework by which MTIPB is actively engaged with the Associations, MSMEs, and Promotion Bodies etc. so as to be able to constantly collect relevant information from the MSMEs that can be used for data backed policy making.
2. The nature of information collected could include details that will help MTIPB support the MSMEs keep them competitive, understand their land matters, labor matters, capital matters, marketing/ branding/ support, tools/ technologies etc. This information could also be obtained through well designed surveys that will provide MTIPB with the necessary insights.
3. Create a mechanism by which relevant feedback compiled from these forums is rallied back to the State Government at the appropriate level for action and follow-up.
4. The consultant shall, after conceptualizing, implement and carry out this activity for the period of the Project Year

B.Investment Facilitation

1. Creating and putting in place the institutional framework for Investment Facilitation for MSME investors – both national and global. All necessary handshake points shall be defined and elaborated with detailed SOPs from lead generation to implementation of project.
2. Training and capacity building of DIC staff to equip them with necessary soft skills and orient them towards investment promotion and facilitation.
3. Handhold M-TIPB and District Offices in facilitating realization of all investment proposals that are initiated/received during the course of the Project.
4. Suggest appropriate organizational structure to carry on this activity in-house after the completion of the project. This will form a part of Section 2 – ‘Designing M-TIPB’
5. Undertake compilation of an ‘MSME Investor Handbook’ with detailed guidelines on establishing, running and growing and MSME enterprise in Tamil Nadu – e.g., process to establish units in industrial parks, single window clearance mechanism, etc. The format of the handbook shall be mutually decided.

C.MSME Promotion and Exports Support

1. Work as an extended arm of M-TIPB and establish partnerships, sign MoUs/ agreements etc. with trade bodies, agencies, export promotion bodies/ councils,

- common service centers, training institutions etc. so that they can support M – TIPB in the execution of its mandate.
2. Develop a platform for MSMEs to establish global connects for export promotion by collaborating with embassies and diplomatic missions.
 3. Actively identify and scout for opportunities that are coming up globally and can be serviced through MSMEs in Tamil Nadu – i.e., opportunities that are today being serviced by companies in other countries such as China, Vietnam, Malaysia, Philippines etc. and present these opportunities on an online platform for MSMEs to connect with.
 4. Actively identify and scout for opportunities in India – i.e., opportunities that are today being serviced by companies in other countries/ other states and present these opportunities on an online platform for MSMEs to connect with.
 5. Identify national and international forums for MSMEs of TN to participate in. Suggest business forums and meets to be conducted in Tamil Nadu and also to be participated in by the state. The consultant shall also provide support in laying out criteria for shortlisting the applications received, eligibility, selection process for attendees and participants of the various summits. Finally, the consultant shall develop a Standard Operating Procedures handbook to be used by the M – TIPB team for conducting all future such events.
 6. Develop an SOP for the conduct of an annual MSME Day and assist in positioning this as a forum for the M – TIPB and the MSME department to showcase their initiatives and also invite MSME units and private sector entities to the forum for fostering future collaborations.
 7. Assist M-TIPB in the finalization of District Export Promotion Plans, preparation of a State Export Promotion Action plan. District Level detailed studies on exports are also to be conducted as highlighted in the section on “Research and Knowledge Management”. The District reports and export plans will duly be in line with the One District One Product program of the Government of India, identifying the key products to be promoted under the program.
 8. Prepare an Exporters’ Manual for MSMEs. The consultant shall document in detail the export processes, guidelines, record keeping requirements, classification and nature of products, technology, requirements of the MSME and developmental parameters and other relevant factors.
 9. Develop and put in place processes for streamlined functioning and strengthening of export facilitation desks at the various DICs.
 10. Streamline and set a cadence for organization of District Export Promotion Committee Meetings. Develop and standardize templates for agendas, minutes, other relevant documentations, follow up and coordination at a state level, etc.
 11. Help M-TIPB coordinate and conduct at least 3 rounds of meetings of the District Export Promotion Committees in coordination with DGFT.

12. Help MTIPB conceptualize and develop a mechanism to monitor and enforce purchase preference given to MSMEs under the Tamil Nadu Transparency in Tenders Act, 1998 by various departments/PSUs at the state level.
13. Help MTIPB conceptualize and develop a system to integrate the industrial land availability across various industrial parks belonging to SIDCO, SIPCOT, private and cooperative industrial estates, etc. for easy access to entrepreneurs.
14. Support MTIPB in creating and running a campaign to onboard MSMEs on the Government e-Marketplace after studying the current gaps and challenges.

D.Creating a Vendor Ecosystem for MSMEs

1. Create a vendor ecosystem that MSMEs can leverage upon – e.g., energy efficiency consultants, tool rooms, machinery suppliers, HR consultants, IT consultants, Accounts consultants, QC experts, marketing and branding specialists, customer's experts, clearance experts etc. The consultant will work with this vendor ecosystem to develop a standardized set of templates/ contracts/ letters/ agreements that the MSMEs can use.
2. M – TIPB will function as a hub that will receive requests from MSMEs for services and M – TIPB will connect MSMEs with players in the specific ecosystems from whom the MSMEs can draw on their services. This shall be done through an online platform.

E.Redesign of Schemes to Support MSMEs

1. Examine the existing schemes available to MSMEs (GoI and GoTN) and identify gaps between the schemes available and the schemes required to support the proposed strategy for MSMEs in TN. Avenues for improvement of existing schemes/ creation of new schemes are also to be suggested by the consultants.
2. Help Optimize and standardize the application processes, offering, eligibility, benefits, and other relevant parameters.
3. Identify from Import data, those products/ services that are presently being imported at a large scale into India and explore the opportunity to design schemes that could encourage local production instead of imports.

F.Research and Knowledge Management

1. Research and develop detailed District and Sector Profiles of MSMEs in Tamil Nadu. These district level and sector level profiles will contain status, number, categories of MSMEs in the respective district/sector, brief history, current developments, emerging trends, clusters, export potential, gaps in industrial development, etc.
2. A separate section in the reports should be dedicated to exports including analysis of export potential, identification of key products for export promotion and identification of target markets. These documents/profiles shall form the basis of other studies/actions/decisions to be made over the course of the contract.
3. Help M-TIPB run a systematic campaign to improve Udyam Registration by Tamil Nadu MSMEs

4. Systematically collate available content, literature, videos etc. organized by other industry bodies/ start-up bodies etc. and make it available on a single platform for MSMEs to leverage upon.
5. Assist M – TIPB in preparation of necessary policy documents and reports on a need basis aligned to two broad areas:
 - i. Support the M – TIPB in the design and roll-out of market surveys to understand the different MSME sectors, emerging trends and policies. Generation of action items, areas of focus for the sectors/industry through research (primary and secondary).
 - ii. Creation of policy briefs and notes, position papers on new schemes, policies, market trends and other related requirements.
6. Develop policy compilations, notes and reports on the various areas of work of the M – TIPB, progress made, scheme announcements, policy aspects, etc. The consultants shall put in place a cadence for development of such reports and sharing of these reports with MSMEs with the purpose to create continuous engagement.
7. Assist M – TIPB in organizing sector specific expert committees. The consultants shall support in identification of representatives and industry experts from large, medium, small units, export promotion councils to be appointed to the committee. The larger structure of the committee with representatives from the government and the non-government participants from relevant sectors is also to be defined. The Sector Committees shall be required to work with MTIPB to make periodic policy recommendations related to the MSME sector including exports to the GoTN.

5. Bid management for Sectoral Support

This part of the study shall focus on specific identified sectors/districts only. These sectors would be identified through the support extended by the consultant through the earlier detailed module on Supporting MSMEs and the detailed District/Sector profiles. The nature of the sectors identified would be those that require a thrust and can perform better through the guidance and support proposed to be provided.

1. Based on the areas identified, the consultant shall help M-TIPB in designing, floating and finalizing RFP to recruit suitable agencies for support to the select sectors across the value chain – product design, manufacturing, marketing, finance, modernization, skilling, etc. The entire bid process shall be managed and supported by the consultant.

DELIVERABLES, OUTPUT and payment schedule

The schedule mentioned below is tentative. The selected bidder shall be given flexibility to decide their plan of action which might be in variance to the indicative schedule below. This is to provide the consultant operational autonomy to achieve the best results and outcome. Any proposed changes in this schedule must be informed to the client and approved by the client within 30 days of signing of contract. Otherwise, the schedule indicated here shall be taken to be acceptable to the consultant and final.

Note - The day of signing of contract is to be taken as T0. All payments shall be made only after formal acceptance of relevant report by the client.

Sl. No	Name of Deliverable	Timeline	Payment (as % of consulting fee)
1	MSME Strategy	T0+30	2.5%
2	MSME Databases – analysis and compilation	T0+60	2.5%
3	M-TIPB Strategy and Organisational structure	T0+60	2.5%
4	M-TIPB Strategy and Organisational structure - Implementation of recommendations	T0+90	2.5%
5	Continuous Engagement with MSMEs (conceptualisation)	T0+90	2.5%
6	Investment Facilitation (conceptualisation) and Investor Handbook	T0+90	2.5%
7	Export Assistance – District Export Promotion Plans, State Export Promotion Action Plan	T0+120	5%
8	Exporters' Manual	T0+180	2.5%
9	Conduct of atleast 2 rounds of meetings of District Export Promotion Committees	T0+360	2.5% after each round
10	Purchase Preference and Government e-Marketplace campaign (conceptualisation)	T0+150	2.5%
11	Land Portal	T0+180	2.5%
12	Vendor Ecosystem	T0+240	2.5%
13	Scheme analysis and redesign	T0+180	2.5%
14	District and Sector Profiles	T0+90	2.5%
15	Creation of sector expert committees	T0+180	2.5%
16	At least one round of meetings of sector expert committees to be completed	T0+240	2.5%
17	Compilation of reports of sector expert committees and presentation of findings to the Government	T0+300	2.5%
18	Udyam registration campaign - conceptualisation	T0+90	2.5%
19	Sectoral Support – Selection and finalisation of sectors	T0+120	2.5%
20	Sectoral Support – RFP to be floated	T0+180	2.5%
21	All continuous activities - MSME Engagement, Investment Facilitation, Export Promotion, campaigns for purchase preference, GeM onboarding, Udyam registration, Research and Knowledge creation, PR and	Ongoing	10% after each Quarter. Final 5% after successful

	Social Media	completion of Project to the satisfaction of the client
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The Project Head in consultation with the M-TIPB shall assign tasks / role as mentioned in proposed PMC Structure to individual resource persons. The tasks assigned shall be described in details and the deliverables of the tasks shall also be defined. The time frame for assigned tasks to each individual consultant shall also be defined. The M-TIPB shall in consultation with Project Head will design a performance report form to be filled by every resource provided by the Project Management Consultant at the end of every month. The performance report shall indicate the tasks assigned to the resource on the basis of the tasks identified for every resources as per above role and responsibilities and the achievement of the person against the tasks assigned.

M-TIPB shall carry out a review of the performance of each resource every month. M-TIPB shall have the right to terminate the service of the resource person based on the performance review and shall direct the Project Management Consultant to replace the resource. The resource shall be replaced with 30 days of each termination. The replaced resource person shall have the same or higher qualification. M-TIPB may also request the Project Management Consultant to replace a resource with a notice of 30 days if the monthly progress report of the resource is not found satisfactory. Failure to replace the resource person under these circumstances shall lead to an imposition of penalty equivalent of 30% of the remuneration payable to the resource for the period the resource is not made available. Failure to provide resources as beyond a period of 60 days may also lead to the termination of this contract.

Appendix-I: Earnest Money Deposit and Performance Bank Guarantee Format

To
Managing Director,
Tamil Nadu MSME Trade and Investment Promotion Bureau (M-TIPB),
1st Floor, SIDCO Corporate Office Building,
Guindy, Chennai - 600032.
Tamil Nadu, India.

WHEREAS _____ [Name and address of Project Management Consultant] (hereinafter called “the Project Management Consultants”) has undertaken, in pursuance of your Letter No. dated _____ to provide consultancy services to the Tamil Nadu MSME Trade and Investment Promotion Bureau (M-TIPB), Government of Tamil Nadu on terms and conditions set forth in the said letter.

AND WHEREAS it has been stipulated by you in the said letter that the Project Management Consultants shall furnish you with a Bank Guarantee by a Nationalized Bank for the sum specified therein as security for compliance with his obligations in accordance with the terms and conditions set forth in the said letter.

AND WHEREAS we have agreed to give the Project Management Consultants such a Bank Guarantee.

NOW THEREOF whereby affirm that we are the Guarantor and responsible to you on behalf of the Project Management Consultants up to a total of _____ [amount of Guarantee] [in words], such sum being payable in the type and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show ground reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Project Management Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contractor of the services to be performed there under or of any of the Contract documents which may be made between you and the Project Management Consultants shall in any way release us from any liability under this guarantee, and whereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Project Management Consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee restricted to Rs. (Rupee _____) and the guarantee shall remain valid till

Unless a claim or a demand or a request for extension in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall be valid for 12 months from the date of a foresaid letter and may be extendable, if required.

Signature and Seal of the Guarantor	In presence of
	1. (Name, Signature and Occupation)
Name and Designation: _____	
Name of Bank	
Address:	2.
Date:	(Name, Signature and Occupation)

Appendix-II: Power of Attorney Format

POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

Know all men by these presents, _____ (Name of Company with registration number) do hereby irrevocably constitute, nominate, appoint and authorize _____ (Name of the person) and presently residing at _____ (Complete Address) who is presently employed with us and holding the position of _____ (Title/Designation), as our true and lawful attorney _____ (hereinafter referred to as the "Attorney") 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 Proposals[s]for providing _____ (Title of the project) including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Pre-Applications and other conferences and providing information/responses to Tamil Nadu MSME trade and Investment Promotion Bureau, GOVT OF TAMIL NADU, representing us in all matters before the Tamil Nadu MSME trade and Investment Promotion Bureau, GOVT OF Tamil Nadu, signing and execution of all Agreements and undertakings consequent to acceptance of our Proposal, and generally dealing with to Tamil Nadu MSME trade and Investment Promotion Bureau, GOVT OF TAMIL NADU, in all matters in connection with or relating to or arising out of our Proposal for the said tender and/ or upon award thereof to us and/or till the entering into Agreements with to Tamil Nadu MSME trade and Investment Promotion Bureau, GOVT OF TAMIL NADU.

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

IN WITNESS WHERE OF WE, _____ (NAME OF THE COMPANY) THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DD/MM/YYYY

This Power of Attorney shall be effective, binding, and operative till DD/MM/YYYY if not revoked earlier or as long as the said Attorney is in the service of the Company, whichever is earlier

I accept,

Name:

Title:

Date:

Place:

Witness:

APPENDIX - III
**STANDARD FORM OF CONTRACT for PROJECT MANAGEMENT
CONSULTANT**

**Project Name: ENGAGEMENT OF PROJECT MANAGEMENT CONSULTANT FOR
Tamil Nadu MSME Trade and Investment Promotion Bureau, GOVT OF TAMIL NADU**

CONTRACT FILE NO. _____

BETWEEN

THE MANAGING DIRECTOR

Tamil Nadu MSME Trade and Investment Promotion Bureau (M-TIPB),
1st Floor, SIDCO Corporate Office Building,
Guindy, Chennai - 600032.
Tamil Nadu, India.

AND

(Name of the Project Management Consultant)

Dated:

Form of Contract

This CONTRACT (hereinafter called the “Contract for Project Management Consultant”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, Managing Director, Tamil Nadu MSME Trade and Investment Promotion Bureau, Government of Tamil Nadu. (Hereinafter called the “Client”) and, on the other hand, *[name of Project Management Consultant]* (hereinafter called the “Project Management Consultant”).

WHEREAS

- (a) The Client has requested the Project Management Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) The Project Management Consultant, having represented to the Client 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 the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- a. The Instructions to Bidders (As per the Section 2 of RFP)
- b. The Payment Terms as per the Section 5 of RFP
- c. Appendices:

Appendix A: Terms of Reference as per RFP section 5

Appendix B: Key Experts as per TECH 6

Appendix C: Approach, Methodology, Work Plan, Deliverables as per TECH 4

Appendix D: Breakdown of Contract Price as per FIN 2 and FIN 3

Appendix E: Form of Advance Payments Guarantee

(Copy of the PBG in the format given in Appendix I)

2. The mutual rights and obligations of the Client and the Project

Management Consultant shall be as set forth in the Contract, in particular:

- a. The Project Management Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- b. The Client shall make payments to the Project Management Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be Signed in their respective names as of the day and year first above written.

For and on behalf of

Name:

Signature:

Managing Director
Tamil Nadu MSME Trade and Investment promotion Bureau

For and behalf of the Project Management Consultant

Name:

(Only authorized representative of PMC should sign)

Signature:

Name of the PMC