

MADHYA PRADESH STATE PLANNING COMMISSION

REQUEST FOR PROPOSAL

For

**“SELECTION OF CONSULTING AGENCIES FOR PROVIDING TECHNICAL SUPPORT
IN POLICY AND REGULATORY ADVISORY FOR ECONOMIC DEVELOPMENT”**

Reference:

MP State Planning Commission
C-Wing, First Floor, Vindhyachal Bhawan,
Bhopal – 462 004

1. INTRODUCTION

1.1. Background

MP State Planning Commission (“the Authority”) is responsible for providing guidance for the overall state development priorities, setting the outcomes and targets & review the performance of departments as per the planned outcomes. It is conceptualised as the State’s project and policy advisory unit.

1.2. Request for Proposals

1.2.1. The Authority invites proposals (the “Proposals”) for “Selection of consulting agencies for providing technical support in policy and regulatory advisory for economic development”, in accordance with the TOR (collectively the “Consultancy”).

The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

1.3. Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

1.4. Availability and cost of RFP Document

RFP Document can be downloaded from official website, <http://mpplanningcommission.gov.in> from Date 01/08/2019.

Bid Document Fees of Rs 10000/- (non-transferable & non-refundable) must be paid through Demand draft in favour of Member secretary, MP State Planning Commission.

Bid security must be paid through Demand draft in favour of Member secretary, MP State Planning Commission as per clause no. **2.18**.

Any future Corrigendum/Information/Reply to Pre-bid Queries shall be posted only on official website, <http://mpplanningcommission.gov.in>

1.5. Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the “PDD”).

1.6. Brief description of the Selection Process

The Authority has adopted a two-stage selection process for evaluating the Proposals comprising technical and financial bids to be submitted in in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, a financial evaluation will be carried out. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant shall be selected for negotiation (the “Selected Applicant”) while the second ranked Applicant will be kept in reserve.

1.7. All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP.

1.8. Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

S. No.	Event Description	Date
1	Invitation for proposals	1 August 2019
2	Last date for receiving queries/clarifications	19 August 2019
3	Pre-Proposal Conference	19 August 2019 (15:00 hrs)
4	Authority response to queries	26 August 2019
5	Proposal Due Date or PDD	9 September 2019(15:00 hrs)
6	Opening of Proposals	9 September 2019(16:00 hrs)
7	Validity of Applications	120 days of Proposal Due Date

1.9. Pre-Proposal Queries and Communications:

Prospective Applicants may address their queries to the nodal officer specified below. All communications including the submission of Proposal should also be addressed as below:

Shri. Akhilesh Kumar Agrawal

Advisor

Phone: 0755-2551135

Email: agrawalakhilesh1@gmail.com

The Official Website of the Authority is: <http://mpplanningcommission.gov.in>

1.10. Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:

Date: 19 August 2019

Time: 15:00 hrs

Venue: State Planning Commission, C wing, 1st Floor, Vindhyachal Bhawan, Bhopal

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1. Scope of Proposal

2.1.1. Detailed description of the objectives, scope of services and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process individually in response to this invitation. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

2.1.3. The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical Proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

2.1.4 Project duration: The Service Agreement will be for 36 months. It may be extended to 24 additional months on mutual consent at 10% increment.

2.1.5. Key Personnel

The Consultant shall form a multi-disciplinary team (the "Consultancy Team") for undertaking this assignment. The Consultancy Team shall consist of the following key personnel (the "Key Personnel"). The key personnel will comprise of core team who shall discharge their respective responsibilities as specified below:

S. No.	Key Personnel
1	Team Leader
2	Subject Matter Expert - Economic Development
3	SME – Infrastructure
4	SME – Agriculture & allied services
5	SME – Education
6	SME – Healthcare
7	SME – Women & Child Development
Total	7 resources

Key Personnel Responsibilities

Team Leader (the "Team Leader")	She/He will lead, co-ordinate and supervise the multidisciplinary team, and act as a focal point to the Authority throughout the duration of the Consultancy. She/He will be responsible for:
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	<ul style="list-style-type: none"> • Overall execution of the consultancy assignment. • Accountable leadership providing guidance, problem solving support and leading discussions with senior stakeholders. • Project management of the project as per agreed activities, timelines and deliverables. • Defining the detailed work plan, and managing the team of consultants against the work plan • Providing economic perspectives on all aspects of the project • Providing analysis, insights and inputs focusing on the cross sectors of direct/indirect employment generation, impact on and role of private sector, community and civil society • Provide insights from experience in economic projects, Govt. work, large scale projects.
Subject Matter Experts	<p>S/He will be responsible for providing sector specific inputs at all stages. Shall drive discussions with concerned officials in the State Govt for the particular sector and sending periodic updates, and highlighting challenges in the sectoral projects execution</p> <ul style="list-style-type: none"> • Designing the overall study approach to synthesize sectoral analysis • Understand the national and international level scenario of key Sectors and capture the progress of state vis- à-vis that at national level on key indicators and SDGs related to sector. • Sector specific analysis plan, meta-analysis, questionnaire and discussion guide design • Sector specific report reviews, sector-specific synthesis and recommendations, etc. • Communicate and interact with government stakeholders across the system, from village level upwards, institutional arrangements, fund flows etc for respective sector. • Providing analysis, insights and inputs focusing on the respective sector of reforms and regulations, human resource utilization, capacity building etc. • Analyze available data to create an updated status statement of the concerning sector including a profiling, baseline, gaps assessment, potential analysis and an analysis of progress across various districts and rural-urban locations of the state.

In undertaking the assignment, the Consultants will be required to;

- During the period of Consultancy the above team members shall be placed in Bhopal. Selected agency shall be stationed in State Planning Commission, Vindhyachal Bhawan, Bhopal, Madhya Pradesh and work space may be provided by MPSPC.
- Work closely with concerned departments and under the general guidance of MPSPC.
- The selected team should possess a strong capacity in qualitative research skills, interpersonal skills and knowledge of the subject. Consultant has to ensure that

proposed team can deliver all required documents of best quality and to the satisfaction of MPSPC.

- Key personnel should be on rolls of the company at the time of bid submission.
- While undertaking the tasks, the Consultants are expected to maintain close contact with the departments and MPSPC. Updates on progress and emergent findings to related sector are to be shared on monthly basis with MPSPC

2.2. Conditions of Eligibility of Applicants

2.2.1. Applicants must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2. To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

A. Financial Capacity

Pre-Qualification Criteria	Documents to be submitted
For the purpose of this RFP document, a Business Entity shall mean a company registered in India under the Companies Act, 2013 or a partnership firm registered under the Limited Liability Partnership Act of 2008, and operating for the last 10 years as of March 31, 2019. Please Note: No consortium is allowed.	Certificate of Incorporation, Memorandum, Articles of Associations, Registration with sales tax/ service tax authorities
<ol style="list-style-type: none"> 1. The agency should have positive net worth for the last three Financial Years (FY 15-16, FY16-17, and FY17-18) 2. The agency should have Avg. Annual turnover from Consulting Business in India of more than INR 100 crores for the last three Financial Years (FY 15-16, FY16-17, and FY17-18). 3. The agency should have positive PAT (Profit After Tax) during the last 3 financial year (FY 15-16, FY16-17, and FY17-18). 	Chartered Accountant certificate for Net-worth, Turnover and PAT should be attached. Copy of the audited profit and loss account/ balance sheet/ annual report of last three financial years mentioning required figures

B. Project Experience

Pre-Qualification Criteria	Documents to be submitted
Experience of 3 Eligible general Assignments on Policy Advisory, Regulatory reforms or Vision Implementation	Letter of Award and Completion Certificate
The agency shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies as on the date of submission of bid.	Declaration in this regard by the authorized signatory of the agency should be attached.

C Availability of Key Personnel:

Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

S. No.	Key Personnel	Educational Qualification	Professional Experience
1	Team Leader	MBA or Master's in Public Policy, International Development, Development Economics, Political Science or related field	Min. 10 years' experience with 5 years in domain of public policy
2	Subject Matter Expert - Economic Development	MBA or Master's in Economics, Econometrics or related field	Min. 7 years' experience with 4 years in domain of economic development/ economic advisory
3	SME – Infrastructure	MBA or Master's in Town Planning/ Urban Planning/ architecture/ transport/ other relevant fields	Min. 7 years' experience with 4 years in domain of Urban Planning or Infrastructure Planning or PPP/ Infrastructure projects
4	SME – Agriculture & allied services	MBA or Master's in Agriculture/allied Studies	Min. 7 years' experience with 4 years in implementation of Agricultural/allied sector projects
5	SME – Education	MBA or PG in relevant field	Min. 7 years' experience with 4 years in implementation education projects
6	SME – Healthcare	MBA or PG in relevant field	Min. 7 years' experience with 4 years in domain of healthcare projects
7	SME – Women & Child Development	MBA or PG in relevant field	Min. 7 years with 4 years in domain of development projects
Total	7 resources		

2.2.3. The Applicant should submit a Power of Attorney as per the format at Form-3 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.

2.3. Conflict of Interest

2.3.1. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.3.2. The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3.3 The Agency has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Agency or the termination of its Contract and/or sanctions by the MPSPC.

2.3.4 Unfair Competitive Advantage

Fairness and transparency in the selection process require that the Agency or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. Agency is requested to contact MPSPC office for any kind of clarification related to this RFP.

2.4. Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy.

2.5. Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6. Verification of information

Applicants are encouraged to submit their respective Proposals after verification of the schemes, guidelines etc. within the purview of this RFP and the Applicable Laws and regulations or any other matter considered relevant by them.

2.7. Acknowledgement by Applicant

2.7.1. It shall be deemed that by submitting the Proposal, the Applicant has:

- a. made a complete and careful examination of the RFP;
- b. received all relevant information requested from the Authority;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- d. satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- e. acknowledged that it does not have a Conflict of Interest; and
- f. agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2. The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or

concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8. Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- a. at any time, a material misrepresentation is made or discovered, or
- b. the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2.9. Clarifications

2.9.1. Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by speed post/ courier/ special messenger or by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification: "**Queries concerning RFP for Selection of consulting agency for providing technical support in policy and regulatory advisory for economic development**"

The Authority shall endeavour to respond to the queries within the period specified therein but not later than date defined in the Schedule. The responses will be sent by e-mail. The Authority will post the reply to all such queries on the Official Website without identifying the source of queries.

2.9.2. The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.10. Amendment of RFP

2.10.1. At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.

2.10.2. All such amendments be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.10.3. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

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

B. PREPARATION AND SUBMISSION OF PROPOSAL

2.12. Language

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

2.13. Format and signing of Proposal

2.13.1. The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked “ORIGINAL”. In addition, the Applicant shall submit 2 (two) copies of the Proposal, along with Documents, marked “COPY”. In the event of any discrepancy between the original and its copies, the original shall prevail.

2.13.2. The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal.

2.13.3. The Proposals must be properly signed by the authorised representative (the “Authorised Representative”) as detailed below:

- a. by the proprietor, in case of a proprietary firm; or
- b. by a partner, in case of a partnership firm and/or a limited liability partnership; or
- c. by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

2.13.4. Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on

the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.22.

2.14. Technical Proposal

2.14.1. Applicants shall submit the technical proposal in the formats at Appendix-I (the "Technical Proposal").

2.14.2. While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- a. The Bid Security is provided;
- b. all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- c. Power of Attorney, if applicable, is executed as per Applicable Laws;
- d. CVs of all Professional Personnel have been included;
- e. Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (C) of the RFP and only one CV for each position has been furnished;
- f. Key Personnel would be available for the period indicated in the TOR;
- g. no Key Personnel should have attained the age of 50 (fifty) years at the time of submitting the proposal; and
- h. the proposal is responsive

2.14.3. Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.14.4. If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years.

2.14.5. The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.14.6. The proposed team shall be composed of experts and specialists (the "Professional Personnel") in their respective areas of expertise such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.5 shall be included in the proposed team of Professional Personnel. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-08 of Appendix-I.

2.14.9. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to

be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15. Financial Proposal

2.15.1. Applicants shall submit the financial proposal in the formats at Appendix-II (the "Financial Proposal") clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

2.15.2. While submitting the Financial Proposal, the Applicant shall ensure the following:

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

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

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

(iii) Any field study related travel of any Personnel, approved by MPSPC, shall be borne by MPSPC as per actuals. TA/DA & other such expenses undertaken for the travel can be claimed directly at MPSPC outside the above quoted Costs. The entitlement of the Personnel should be of the level of Joint Director as per prevailing State Government rules.

2.16. Submission of Proposal

2.16.1. The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Applicant as per the terms of the RFP.

In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

2.16.2. The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, Consultancy name and the name and address of the Applicant. It shall bear on top, the following: "Do not open, except in presence of the Authorised Person of the Authority" If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.16.3. The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked 'Technical Proposal' and the other clearly marked 'Financial Proposal'. The envelope marked "Technical Proposal" shall contain:

- i. Application in the prescribed format (Form-1 of Appendix-I) along with Forms 1 to 8 of Appendix-I and supporting documents; and
- ii. Bid security
- iii. The envelope marked "Financial Proposal" shall contain the Financial Proposal in the prescribed format (Forms 1&2 of Appendix-II).

2.17 Proposal Due Date

2.17.1. Proposal should be submitted at or before 1500 hrs on the Proposal Due Date specified in **Clause 1.8** at the address provided in **Clause 1.9** in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

2.17.2. Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.17.3. Modification/ substitution/ withdrawal of Proposals: The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.

2.18 Bid Security

2.18.1 The Applicant shall furnish as part of its Proposal, a bid security of INR. 1,00,000 (One lakh) in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of Member Secretary ,MP State Planning Commission, payable at Bhopal (the "Bid Security"), returnable not later than 30 (thirty) days from PDD except in case of the two highest ranked Applicants. In the event, that the first ranked Applicant commences the assignment, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD.

The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.

2.18.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

2.18.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.18.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the

Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a. If an Applicant submits a non-responsive Proposal;
- b. If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- c. If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- d. In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations;
- e. In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment;
- or
- f. If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

2.19 Performance Security

2.19.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- a. If an Applicant engages in any of the Prohibited Practices specified in Clause 4 of this RFP;
 - b. if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3;
- and
- c. if the Selected Applicant commits a breach of the Agreement.

2.19.2 An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security in form of Bank Guarantee for the purposes of this Clause 2.19, which may be forfeited and appropriated in accordance with the provisions hereof.

C. EVALUATION PROCESS

2.20 Evaluation of Proposals

2.20.1 The Authority shall open the Proposals at 1600 hours on the Proposal Due Date, at the place specified in Clause 1.10 and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

2.20.2 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- a. the Technical Proposal is received in the form specified at Appendix-I;
- b. it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
- c. it is accompanied by the Bid Security as specified in Clause 2.18.

- d. it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16;
- e. it is accompanied by the Power of Attorney, if applicable, as specified in Clause 2.2.3;
- f. it contains all the information (complete in all respects) as requested in the RFP;
- g. it does not contain any condition or qualification; and
- h. it is not non-responsive in terms hereof
- i. Bidder or his authorized representative can witness the bid opening, if they choose to do so..
- j. Information will be available on official website related to Financial bid opening.

2.20.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.20.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.20.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for opening of Financial Proposals along with intimation of their technical scores. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.20.7 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.20.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.21 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.22 Clarifications

2.22.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.22.2 If an Applicant does not provide clarifications sought under Clause 2.22.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

D. APPOINTMENT OF CONSULTANT

2.23 Negotiations

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

2.23.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.24 Substitution of Key Personnel

2.24.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.24.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement.

2.25 Indemnity, Force Majeure & Termination

2.25.1. Indemnification

The Consulting agency shall indemnify MPSPC, (i) bodily injury or damage to tangible personal property caused by the consulting Firm's negligence or willful misconduct, or (ii) infringement of a third party's intellectual property.

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.25.2. Force Majeure; Other Changes in Conditions

- In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Consulting agency shall give notice and full particulars in writing to MPSPC of such occurrence " change if the Consulting agency is thereby rendered unable, wholly or in part, to perform its obligations and meet its

responsibilities under this Contract The Consulting agency shall also notify MPSPC of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this Article, MPSPC shall take such action as, in its sole discretion; it considers being appropriate or necessary in the circumstances, including the granting to the Consulting agency of a reasonable extension of time in which to perform its obligations under the Contract.

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

2.25.3 Termination

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

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

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

2.26 Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

2.27 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.28 Commencement of assignment

The Consultant shall commence the Services within 10 (ten) days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.27 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.18.

2.29 Proprietary data

Subject to the provisions of Clause 2.21, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority. The ownership of all such data shall remain with the Authority. All raw data compiled during the study shall be transferred to the authority. No data collected in context of the study may be destroyed or otherwise disposed off or given to any other organization/individual, unless so approved by the Authority.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 70 (seventy) marks or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).

3.1.2 The scoring criteria to be used for evaluation shall be as follows.

S. No.	Parameter	Max. Marks
1.	Relevant Experience of the Applicant	30 Marks
1a	5 Eligible Assignments on Economic Development Advisory – (Project Size – More than INR 3 cr in last 7 years) 2 marks for each project	10 marks
1b	7 Eligible Assignments on Policy & regulatory Advisory and Vision Implementation– (Project Size – More than INR 1 Cr in last 7 years)	14 marks
1c	Experience of working on 5 large scale development advisory/ consulting projects in Madhya Pradesh (Project Size – More than INR 3 Cr in last 7 years) 1-5projects –1 mark for each project >5 projects – 6 marks	6 marks
2.	Proposed Methodology and Work Plan (Evaluation based on Quality of submissions)	10
3	Relevant Experience of the Key Personnel (60% on meeting the qualification & experience criteria and 40% on relevant experience/ projects)	60
3a	Team Leader	16 marks
3b	Subject Matter Experts - Economic Development - Infrastructure	10 marks each – Total 20 marks
3c	Subject Matter Experts - Health - Education - Women & Child Development - Agriculture & allied services	6 marks each – Total 24 marks

3.2 Short-listing of Applicants

Of the Applicants ranked as aforesaid, all the applicants scoring more than 70 marks shall be pre-qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 70 (seventy) points even if such Applicant(s) do(es) not qualify in terms of Clause 3.1.1; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3 Each Financial Proposal will be assigned a financial score (SF).

3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal, will be considered.

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

$$SF = 100 \times FM/F$$

(F = amount of Financial Proposal)

3.4 Combined and final evaluation

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

$$S = ST \times Tw + SF \times Fw$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.80 and 0.20 respectively.

3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.23 to 2.29, as the case may be.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the

“Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4. 3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

(b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

(d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. MISCELLANEOUS

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

5.1.1. Settlement of Disputes

a) Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Government of Madhya Pradesh Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

b) Arbitration

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party or the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the Madhya Pradesh Arbitration Act 1983.

5.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- a. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- b. consult with any Applicant in order to receive clarification or further information;
- c. retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
- d. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

5.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

5.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

5.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULE - I

Terms of Reference (TOR)

for

TECHNICAL CONSULTANT

I. Background:

MP State Planning Commission is responsible for providing guidance for the overall state development priorities, setting the outcomes and targets & review the performance of departments as per the planned outcomes. It is conceptualised as the State's project and policy advisory unit.

NITI Aayog has recommended the States to develop a 15-year Perspective Plan, which would be complemented by actionable policies through seven year strategic and three- year action plan. These plans are to be aimed at the long-term socio-economic development goals of the state and Sustainable Development Goals. The success of these plans will depend upon whether the goals in the plan are being translated into policy/action on the ground.

To convert the longer vision into implementable policy and action, it is important to fix targets and outcomes based on past learnings/ success stories while provisioning for incorporation of new technologies and innovative ideas. With increased specialization and identification of thrust areas in development, the respective line departments are issuing guidelines for preparation of specific development plans such as Health Plan, Education Plan, Water and Sanitation Plan, Agriculture Development Plan, Rural Road Development Plan, etc. With these sector specific plans it is necessary to integrate these plans to be able to achieve the holistic vision. Thus, it is imperative to create a Think-Tank with focussed approach and remedies for focus sectors like Health, Education, Agriculture, Infrastructure, etc.

In order to achieve the desired results of the long-term plans, the State Planning Commission needs to devise a strategy for efficient use of resources, involve the local governments actively and transform the vertical planning process into a horizontal planning process, where local governments and other planning entities work together and develop actionable plan which results in visible changes on the ground.

Objectives:

The main functions of the State Planning Commission are :

- To ascertain the causes impeding growth of the State economy and to suggest measures for removing regional imbalances
- To monitor progress of Plan schemes, and suggest changes in developmental policies
- To decide Plan priorities
- To assist the District Planning Officers in preparing District Plan proposals, so that they may be incorporated in the overall Plan

II. Scope of Work

The objective of the assignment is to support the State Planning Commission in Policy and Regulatory advisory by establishing a Think Tank for creating long term action plan for priority sectors/ areas in line with State Vision and leadership goals. This can be achieved by designing long-term road map for balanced economic growth and increased economic activity. The agency will provide technical support in strategic planning and monitoring of plan's. The three major activities shall be:

A. Establish a Think Tank:

- Conceptualisation of new ideas and initiatives, document best practices nationally and internationally and suggest strategies for replication of such projects in the state
- Program and scheme development, evaluation and management leading to increased private sector collaboration
- Assist in formulating projects for good governance and strategize for increased adoption of such programs/projects enhancing the overall state attractiveness
- Create marquee and innovative projects based on existing plans in line with State Vision. Evaluate existing projects and suggest strategies for their effective implementation
- Mobilizing the support from Government of India for research and development in the identified sectors to promote economic activity
- Knowledge Management Support - Support in developing collaterals with success stories and case studies, documenting schemes, policies, regulatory reforms, projects and their outcomes and share it at various platforms for information and replication
- Priority areas for the Think Tank activities shall be Economic Development, Healthcare, Education, Agriculture and allied services, and Infrastructure Development

B. Long term action plan

- Support in identifying and listing the key socio-economic indicators and indices that are essential for achieving inclusive economic growth and development of the State
- Define specific and measurable goals (short-term, medium-term and long-term) for the identified indicators and define detailed KPIs in line with these goals
- Align the long-term goals with State Vision and Sustainable Development Goals and support in follow up with departments on achievements against the identified indicators of SDG
- Design and develop a robust monitoring system especially for tracking and monitoring the status of the projects to measure the achievement of long-term targets.
- Coordinate with concerned departments and share periodical reports for effective monitoring

- Adopt a customized gap analysis framework to identify critical gaps and suggest corrective actions to address the gaps for achieving the desired targets
- Support in liaising with NITI Aayog to implement the GoI schemes, projects and extend support by undertaking research, and district level data gathering for various socio-economic rankings and evaluations undertaken by Central Government.
- Support in liaising with various national and international organizations such as UNDP, UNICEF, ADB, FCO, etc for their state programs

C. Review of Schemes

- In-depth assessment of the existing departmental policies and schemes especially in priority sectors with respect to their perceived outcomes as per the Vision of the state for balanced economic growth
- Benchmark the schemes with other states, nationally and internationally
- Review of schemes on parameters like (based on data available with the departments/ SPC):
 - a. Relevance
 - b. Economic Impact: No. of Beneficiaries, Villages, Effectiveness, Value of Asset Created, Cost Effectiveness Analysis
 - c. Financial Outlay: Cost benefit Analysis, Improvement in efficiency
 - d. Sustainability
- Continuous review of the principal schemes and suggest modifications/ improvement for making them more economical, effective and inclusive
- Undertake stakeholder consultations and in-depth interviews to arrive at more competent and relevant suggestions
- Assist in drafting such changes and define KPIs for its successful implementation
- Suggestion for removal of redundant schemes or consolidation of schemes for their effective implementation and translation for achievement of economic goals
- Suggest roadmap and design an effective implementation plan for key schemes and programs covering institutional structure, human resource requirement and program management systems for achieving desired objectives
- Explore various innovative and flexible economic / financial models that can be used to finance implementation of scheme activities using various mixes of public and private investment instruments including debt financing, pooling, management contracts and public private partnerships

Deliverables & Payments

In consideration of the Services performed, the Selected Applicant will be entitled for payment of fees consideration as per the following payment schedule with the approval of MPSPC.

S.No.	Particulars	% of Total Contract Value
STAGES OF PAYMENT		
1	Monthly progress report	40%
2	Quarterly progress report	50%
3	After submission of Completion Report of Project and submission of key sectoral reports	10%
	GRAND TOTAL	100%

[Payment of 40% & 50% linked to monthly progress report and Quarterly progress report respectively to be released on pro-rata basis upon submission of each monthly progress report and quarterly progress report]

Note:

- The payment as per above schedule shall be made on the basis of the Report within 21 days upon submission of reports and invoice by the Selected Applicant.
- It is hereby clarified that the entire contract value shall be paid to the Selected Applicant till the expiry of the third anniversary of the contract
- MPSPC may provide necessary information, as required for this assignment, to the selected Applicant. However, the primary responsibility of collecting such information shall be of Selected Applicant only.
- Completion of the project would be assessed on completion of all agreed milestones related to Scope of work
- All the reports are required to be submitted in hard copy in triplicate and in soft copy. In addition to the reports, for further analysis in future, verifiable raw data in soft copy should also be shared with MPSPC. This will include detailed transcriptions of key informant interviews and focus group discussions, and other data sources.

SCHEDULE - II

APPENDIX-I
TECHNICAL PROPOSAL
Form-1
Letter of Proposal
(On Applicant's letter head)

To
Member Secretary,
State Planning Commission M.P.
Vindhyachal Bhawan,C-Wing, First Floor,
Bhopal, M.P.– 462 004
Date: DD/MM/YYYY
Sub: Letter for Submission of Pre-Qualification Proposal by <<firm name>>
Ref: <<RFP Title>> (Bidding Document No: _____ Dated: __/__/____)

Sir,

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

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

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

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 120 days from the date fixed for bid opening.

We hereby declare that in case we are chosen as successful agency, we shall submit the PBG in the form prescribed in the RFP. We do hereby undertake, that until a contract is prepared and executed, this bid together with your written acceptance thereof, the Bidding Document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response with or without assigning any reason whatsoever.

Date:
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
Telephone:

Form-2

Particulars of the Applicant

<i>Details of the Applicant</i>		
A.	Name of the Agency	
B.	Address of the Agency	
C.	Year of Incorporation	
D.	Registration Number & Registration Authority	
E.	Legal Status (Public/Private)	
F.	Name & Designation of the Authorized person to whom all references shall be made regarding this Bidding Document	
G.	Telephone No. (with STD Code)	
H.	E-Mail of the Contact person:	
I.	Fax No. (with STD Code)	
J.	Website	
K.	Financial Detail (Organization's Turnover of last three financial years)	
L.	Service Tax Number	
M.	PAN	
N.	Bid Security	Date:
		Amount:
		Reference Number:

Date:

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Form-3
Power of Attorney

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

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

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

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

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

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

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

Form-4
Financial Capacity of the Applicant

S.No.	Financial years	Revenue (INR) from consultancy and Advisory services
1	2015-16	
2	2016-17	
3	2017-18	
	Average Annual Turnover	

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

Date:

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Form-5
Particulars of Key Personnel

S.No.	Proposed Position	Name of Resource	Qualification	Total Experience	Relevant Experience

Date:

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Form-6

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than four pages)

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

2. Methodology and Work Plan (not more than fifteen pages)

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR, including approach, methodology, sampling, criteria for State/UT selection etc. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Applicant should specify the sequence, locations and timelines of important activities in the form of a Gantt chart, and provide a quality assurance plan for carrying out the Consultancy Services.

Note: Marks will be deducted for writing lengthy and out of context responses.

Form-7

Eligible Assignments of Applicant

Summary Table for Project Experience

Sl. No.	Name of Project	Year of Project	Page Number
1.			
2.			

Detailed Project Experience *(please provide separate table for each project)*

Project Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Start date	
Completion date	
Duration of the project	
Other Relevant Information (if any)	
Supporting Documents enclosed (√): Work Order received from Client/ Copy of Contract signed between Implementation Partner and client Scope of Work highlighted(Y/N) Period of Contract Highlighted(Y/N) Other (if any)	

Date:

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Form-8

Eligible Assignments of Key Personnel

1.	Proposed Position				
2.	Name of Staff				
3.	Date of Birth				
4.	Nationality				
5.	Educational Qualifications	Name of Institution	Degree(s) or Diploma(s) obtained	Year (From - To)	
6.	Membership of Professional Associations				
7.	Certification				
8.	Language Skills	Language known	Speaking	Reading	Writing
9.	Employment Record	From:	To:		
		Employer:			
		Position Held			
		From:	To:		
		Employer:			
		Position Held			
		From:	To:		
		Employer:			
		Position Held			
		From:	To:		
		Employer:			
		Position Held			

		Employer:		
		Position Held:		
		From:	To:	
		Employer:		
		Position Held:		
		From:	To:	
		Employer:		
		Position Held:		
		From:	To:	
		Employer:		
		Position Held:		
10	Description of Services on Relevant Project			
11	Detailed CV			
1	Name of assignment: Year: Location: Client: Employer: Main project features: Position held: Activities performed:			
2	Name of assignment: Year: Location: Client: Employer: Main project features: Position held: Activities performed:			

Note: 1. Use separate Form for each Key Personnel

APPENDIX-II

FINANCIAL PROPOSAL

Form-1

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

Member Secretary,

State Planning Commission M.P.

Vindhyachal Bhawan,C-Wing, First Floor,

Bhopal, M.P.– 462 004

Date: DD/MM/YYYY

Sub: Covering letter for Financial Proposal for referred Bidding Document

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

Sir,

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

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

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

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

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

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

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

Date:

Signature of Authorized Representative

Name of Company:

Full Address:

Telephone No.:

APPENDIX-II
Form-2
Financial Proposal

Item No	Description	Man Month Rate (INR.)	Maximum Input Envisaged	Total Amount(INR.) (Z)=(X*Y)
	PERSONNEL COSTS	X	Y	Z
1	Remuneration for the Team Leader		36 months	
2	Remuneration for the Subject Matter Experts		36 months	
i.	Subject Matter Expert - Economic Development		36 months	
ii.	SME – Infrastructure		36 months	
iii.	SME – Agriculture & allied services		36 months	
iv.	SME – Education		36 months	
v.	SME – Healthcare		36 months	
vi.	SME – Women & Child Development		36 months	
	TOTAL (including taxes) in Rs. In figures (INR) In words (INR)			

Notes:

1. The financial evaluation shall be based on the above Financial Proposal for total remuneration of the Key Personnel, including Team Leader & Subject Matter Experts. The total amount shall, therefore, be the amount for purposes of evaluation.
2. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding.
3. The Financial Proposal shall be quoted including all expenses. However GST shall be paid as per prevailing rate at the time of invoicing in addition to the Costs.
4. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
5. Any field study related travel of any Personnel, approved by MPSPC, shall be borne by MPSPC as per actuals. TA/DA & other such expenses undertaken for the travel can be claimed directly at MPSPC outside the above quoted Costs. The entitlement of the Personnel should be of the level of Joint Director as per prevailing State Government rules.

APPENDIX-II

Draft - MASTER SERVICE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2019, by and between:

Madhya Pradesh State Planning Commission located at First Floor, C-Wing, Vindhyachal Bhawan, Bhopal, Madhya Pradesh – 462004, India (hereinafter referred to as “MPSPC”, which expression unless repugnant to the context thereto shall deem to include its heirs, successors and assigns) of the FIRST PART;

AND

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

WHEREAS

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

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

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

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

S. No.	Document
	RFP dated issued by MPSPC for Project Name on Date
	Corrigendum-1 issued by MPSPC on Date along with response on the Pre-Bid queries
	Unconditional Bid proposal submitted by bidders opened on e-Procurement portal in the presence of Technical Evaluation committee formed by MPSPC
	Financial bid opened on Date
	Letter of Intent (LOI) issued by MPSPC on DD/MM/YY
	LOI accepted on DD/MM/YY
	Performance Bank Guarantees No. _____ of Rs. Cr. Issued by _____ bank. Valid up to _____.

In consideration of the Payments conditions as per the RFP, Service Provider hereby covenants with MPSPC to provide the services in all respects as per the provisions of the Scope of work of RFP Document and subsequent corrigendum.

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

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

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

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

Signature on behalf of

(_____)

[Name of Authority]

Member Secretary

MPSPC

Signature on behalf of

(_____)

Name:

Designation:

DATE:

WITNESSED BY:
Signature

Name

Address

1.

2.

Performance security

BG No.

Date:

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

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

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

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

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

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

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

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

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

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

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

Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

Notes:

The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee. • The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.