

**POVERTY MONITORING AND POLICY SUPPORT UNIT SOCIETY-  
MADHYA PRADESH**

Madhya Pradesh State Planning Commission (MPSPC)  
Government of Madhya Pradesh

“REVISED REQUEST FOR PROPOSAL”  
FOR

**“Impact Evaluation of School Chale Hum Abhiyan 2014 in Madhya Pradesh”**

**RFP Reference No. : 10/CB/PMPSUS/2014**

**Date: 27/11 /2014**

The Poverty Monitoring and Policy Support Unit Society (PMPSUS), a registered Society anchored with State Planning Commission, Government of MP (GoMP). PMPSUS is mandated to undertake or commission specialized research on issue relating to Poverty, Employment, Inequality, Gender and social exclusion etc.

PMPSUS invites Proposal for **“Impact Evaluation of School Chale Hum Abhiyan 2014 in Madhya Pradesh”**. Proposals are invited from (both Govt. and Non-Govt.) agencies of repute having:

1. Minimum 5 years of experience and proven track record of evaluating the impacts of large programmes particularly in the education field (essential)
2. Experience of evaluating impacts of large government/ donor funded programmes, particularly programmes with social sector focus and community development (essential)
3. Experience of working in Madhya Pradesh is desirable.
4. Turnover of an agency from Consulting Work should be Rs. 01 Cr./annum in last three years.

Interested agencies meeting above mention criterion can access Request for proposal (RFP) and Application format at <http://www.mpplanningcommission.gov.in/tender.htm>. Proposals will submitted at following Address:

**Deputy Team Leader,  
Poverty Monitoring and Policy Support Unit Society-MP  
M.P. State Planning Commission  
C-Wing, First Floor, Vindhyachal Bhawan,  
Arera Hills, Bhopal,  
Madhya Pradesh– 462 004**

The last date for submitting the bid is latest at **1:30 PM of 24/12/2014**. Financial bids of only technically qualified application will be opened.

***The PMPSUS reserves the right to accept/ reject, any or all proposals received in response to this Notice without assigning any reason and its decision in this regard will be final.***

**MADHYA PRADESH STATE PLANNING COMMISSION**  
**POVERTY MONITORING AND POLICY SUPPORT UNIT SOCIETY**  
**(PMPSUS) MADHYA PRADESH**

**REQUEST FOR PROPOSAL**

**For**

**“Impact Evaluation of School Chale Hum Abhiyan 2014  
in Madhya Pradesh”**

**RFP Reference NO. :10/CB/PMPSUS/2014**  
**(Revised RFP after Pre Bid Meeting Held on 10.12.2014)**  
**Issue Date: 27/11/2014**

**Poverty Monitoring and Policy Support Unit Society-MP**  
**State Planning Commission M.P.**  
**Vindhyachal Bhawan,**  
**C-Wing, First Floor,**  
**Bhopal – 462 004**

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## **PROPOSAL FORM**

Proposal form must be completed, signed and returned to PMPSUS. Proposal must be made in accordance with the instructions contained in this Request for Proposal. The ***“Impact Evaluation of School Chale Hum Abhiyan 2014 in Madhya Pradesh”*** must be shown on your offer. **“FAILURE TO SUBMIT YOUR BID IN THE ATTACHED PROPOSAL FORMATS, OR FAILURE TO COMPLETE THE DETAILS AS REQUESTED, WILL RESULT IN INVALIDATION”**

### **Terms and Conditions of Contract**

Any Contract resulting from this RFP shall contain PMPSUS's General Terms and Conditions (as attached) together with specific terms and conditions as detailed herein.

### **Information**

Any request for information concerning to this invitation must be forwarded in writing by email or by fax, to, Dy. Team Leader, PMPSUS ([pmpsusmp@gmail.com](mailto:pmpsusmp@gmail.com)), with specific reference to the RFP number.

### **Declaration**

The undersigned, having read the Terms and Conditions of **RFP- *“Impact Evaluation of School Chale Hum Abhiyan 2014 in Madhya Pradesh”*** Set out in the attached document, hereby offers to provide the services specified in the schedule at the price or prices quoted, in advance -with the specifications stated and subject to Terms and Conditions set out or specified in the document.

**Name of authorized representative:**

**Title/ Designation:**

**Signature:**

**Date:**

**Bidder Name:**

**Postal Address:**

**Telephone No.:**

**Fax No.:**

**Email Address:**

**Validity of Offer (not less than 90 days):**

# **Poverty Monitoring and Policy Support Unit Society (PMPSUS)**

## **State Planning Commission, Madhya Pradesh**

### **TERMS OF REFERENCE**

#### *Impact Evaluation of School Chale Hum Abhiyan 2014 in Madhya Pradesh*

##### **1. Background:**

The Poverty Monitoring and Policy Support Unit Society, Madhya Pradesh (PMPSUS-MP), a registered Society anchored within the MP State Planning Commission (MSPC), Department of Planning, Economics & Statistics, Government of MP (GoMP) is mandated to support GoMP departments in the design and review of their policy initiatives and programmes in line with this mandate, undertake or commission specialized research on development's issues relating to poverty, inequality, gender and social exclusion.

##### **2. School Chale Abhiyan 2014;**

Right to Education Act 2009 is being implemented in the state since 1<sup>st</sup> April 2010. Under the act free and compulsory education has become fundamental right of children in age group 6-14 years. Thus state machinery at different level has to ensure the enrolment of all eligible children in age group 6-14, their attendance and retention till completion of elementary education. In addition, state has to impart education to all those who have never enrolled or attended school and stop going school due different reasons thorough ensuring cent percent enrolment.

To achieve the goals, School Education Department organises "School Chale Hum Abhiyan" every year with detailed time table. School Chale Abhiyan is an attempt to provide an opportunity for improving human capabilities to all out of school children, through community mobilization and providing quality education and ensuring the retention of enrolled children in a mission mode. During 2014, Abhiyan has four stages as follow:

##### **Stage I:** Preparation of Village Education Register by Identifying

- a. Preparation of list for all eligible students for admission in Class I.
- b. Preparation of list for all eligible students for admission in Class VI.
- c. Preparation of list for all eligible students for admission in Class IX.
- d. Preparation of list for all eligible students for admission in Class XI.
- e. Mapping of all eligible students for admission.

##### **Stage II:** Enrolment of eligible students in schools in respective classes

- a. Enrolment of eligible students for admission in Class I as per list prepared.
- b. Enrolment of eligible students for admission in Class VI as per list prepared.
- c. Enrolment of eligible students for admission in Class IX as per list prepared.
- d. Enrolment of eligible students for admission in Class XI as per list prepared.
- e. For especially disabled, living in faraway villages, who have dropped out and never enrolled girls children a special campaign to identify and admit them in Kasturba Gandhi Balika Vidhyalaya/ girls hostels to ensure continuity of education.

- f. Under Sarve Shiksha Abiyan, All orphan, houseless, beggars and working on railway platforms and bus stands, children in age group 6-14 years, have been enrolled and housed in Hostels run by Women Empowerment Department of the state.
- g. During academic session 2014-15, on “ Paravesho utsav” i.e. on 16<sup>th</sup> June 2014, all entitlements such as free text books, uniform, amount of cycle to all eligible student has been provided under free and compulsory Right to Education Act 2009 and ensuring availability of teachers and other facilities as per RTE.
- h. Organising and Implementation of School Cleanliness Programme of Hand Wash for creating health awareness.

**Stage III:** This stage has started during September and October 2014 to monitor the following aspects

- a. Ensuring the retention of enrolled children
- b. Evaluating the quality of education
- c. Examining of home work of children
- d. Evaluating of teachers presence in the school.
- e. Ensuring the retention of children of migrating families.

**Stage IV:** The Last stage of School Chale Hum Abhiyan will start in January – February 2015. The following activities will be undertaken by department.

- a. Organising Pritibha Parv
- b. Monitoring of children capabilities
- c. Monitoring of children attendance and retention in school.

### **3. The Assignment:**

The department has requested PMPSU to undertake impact assessment of Stage I and II of “School Chale Abhiyan 2014” and stage III in case field survey of the study launches during October 2014.

Study will cover following aspects:

1. To assess the mode of preparation of village education register
2. The extent of identification of all eligible students for Class I, VI, IX and XI and percentage of left out if any by different classes.
3. Coverage of dropouts and never enrolled in village education register and Mapping of all eligible students for admission
4. Proportion of children admitted in different classes against identified for admission
5. Delivery of entitlements such as free text books, uniform, amount of cycle to all eligible student, extent of coverage, timeliness and satisfaction.
6. Status of girl children admitted in Kasturba Gandhi Balika Vidhyalaya/ girls hostels and delivery of services at hostel. Similarly status of children housed in Hostels run by Women Empowerment Department of the state
7. The education related parameters such as attendance of students of different classes during last month from the date of survey, reasons for absence, willingness of children for school/ continuing education etc.
8. Awareness about Cleanliness Programme of Hand Wash and adoption rate
9. Teachers presence in school

10. Regularity in checking home work of students of different classes
11. Preparation of papers for assessing quality of education imparted to children of different classes.
12. Studying the behaviour of children of migrating families.
13. Aspects like, Enrolment, average attendance and retention including Causes of dropouts and for Out of school children, reason, factor affecting as hindrance to attend the school will also be studied.

#### **4. Sampling Design:**

The universe under study is all the districts of the state. It is proposed that from each division one district will be selected. Thus in all ten districts will be selected. The list of all habitation in selected districts will be provided by the department along with list of schools covering each habitation. From the given list of habitations, five percent of habitations or of villages will be selected from each district. For selected habitations all schools primary, upper primary, secondary and higher secondary schools will be selected. The list of eligible children for enrolment in each class will be verified in attached schools and present status of children will be prepared. As per status, different set of questionnaire will be canvassed. Thus sample will be as follow:

Number of districts: 10

Number of villages: 650 villages or 1000 habitations approximately

Number of schools: All schools where students of Class 1, class VI, Class IX and class XI were enrolled as per record.

In all 40 students of Class 1, class VI, Class IX and class XI will be contacted for getting their feedback on various aspects under study.

From each habitation Parents of Eligible child of different classes will be contacted and in addition motivators and PRI members will also be contacted to seek information and views on various aspects related to education.

Teachers and block/district/state level officials of Education Department will be contacted.

*Using proper sampling design / techniques all the parameters have to estimate at the state level i.e. for the universe.*

#### **5. Team Composition**

The team should have the following experts in the team for conducting this evaluation study:

1. Team Leader & Education Expert (minimum 12 years of consulting experience in education based evaluation) should be well experienced in the field of education sector evaluation.
2. M&E Expert , Minimum 10 years of relevant experience
3. Social development expert, Minimum 10 years of relevant experience.
4. Statistical Expert, Minimum 10 years of relevant experience of research designing and deep understanding of data analysis.

#### **6. The consulting agency should meet the following criteria**

1. Experience and proven track record of evaluating the impacts of large programmes particularly in the education field (essential)
2. Experience of evaluating impacts of large government/ donor funded programmes, particularly programmes with social sector focus and community development

(essential)

3. Experience of working in India (essential)
4. Experience of working in Madhya Pradesh (desirable)
5. Turnover of the agency/organization/institutions should be Rs. 01 Cr./annum in last three years.
6. The bid security of Rs. 1,00,000/- (Rs. One Lakh) enclosed along with the proposal.

## **7. Deliverables**

The agency/organization/institutions conducting the study will provide:

1. Softcopy and 2 Hardcopies of the draft report in Hindi and English (the first language of report shall be Hindi and later it will be translated in English).
2. Soft copy of the data and information collected during the evaluation.
3. 20 coloured and printed hard copies of the final report in English and Hindi language.
4. Soft copy of the Final Report in Compact Disc.
5. Coloured photographs of the visits etc. for the Programme evaluated.
6. Presentation to the Department upon preparation of final report.
7. The agency/organization/institutions would also give the undertaking that the information collected in respect of the above schemes & programme will not be disclosed/ presented anywhere without obtaining prior permission of the PMPSUS, State Planning Commission, Madhya Pradesh. The report, material etc. generated/ collected during the study shall be the property of PMPSUS, State Planning Commission, Madhya Pradesh and PMPSUS will have proprietary rights.

## **8. Timeline**

1. Inception Report – Within 30 days after the signing of MOU. Inception report should contain literature review, preparation and pre testing of schedules etc.
2. Progress Report 1 – Within 45 days of inception report. Progress report 1 should contain training of field staff, initiation of field survey, data collection, data cleaning, tabulation plan, preliminary chapters etc.
3. Progress Report 2 – Within 120 days of inception report. Progress report 2 should contain final tables, analysis, top line findings etc.
4. Draft Final Report with Presentation – Within 20 days of Progress report 2.
5. Final Report – Within 10 days of draft final report.
6. The total duration of study will be 6 months with effect from date of signing of MoU.

## **9. Payment Schedule**

For lump-sum contracts payment will be made based on milestones indicated for each activity as below:

1. 20% on submission of Inception Report.
2. 20% on timely submission of Progress Report 1. Reporting format of progress report-1 will be jointly developed and get approval of Nodal officer, PMPSUS.
3. 30% on the submission of draft final report and presentation.
4. 30% on the end of final report submission and approved by the PMPSUS.



The report and all background documentation including computer database of questionnaires will be the property of PMPSUS. Softcopy and hard copies of above reports, other documents must be submitted to PMPSUS.

## 10. Event Description

PMPSUS would endeavour to adhere to the following schedule:

<b>S. No.</b>	<b>Event Description Scheduled Date</b>	<b>Scheduled Date</b>
1	Publication of NIT	<b>27/11/2014</b>
2	Last date for receiving queries/clarifications	<b>08/12/2014</b>
3	Pre Bid Meeting	<b>Date: 10/12/2014 Time: 3:30 PM at State Planning Commission Meeting Hall.</b>
4	Proposal Due Date (PDD) (i.e. last date of receiving RFP)	<b>24/12/2014 up to 1:30 PM</b>
5	Opening of Technical Proposals	<b>24/12/2014 up to 04:30 PM</b>
6	Presentation of Technical proposals by bidders	<b>Date will be Communicated Separately</b>
7	Opening of Financial Proposals	<b>23/01/2015</b>
8	Issue of Letter of Intent (LoI)	<b>23/01/2015</b>
9	Signing of Agreement	<b>30/01/2015</b>
10	Validity of Proposals	<b>Not less than 90 days of Proposal Due Date</b>

# **INSTRUCTION TO BIDDERS**

## **1. Introduction**

PMPSUS will select a consultant/agency to provide the services outlined in the Terms of Reference and in accordance with the method of selection specified in this RFP. Bidders are therefore invited to submit a Technical Proposal and a Financial Proposal. These proposals will be the basis for contract with the selected consultant.

## **2. Proposal Format and Content**

2.1 Bidders are required to submit **Technical Proposals** in **spiral bind** document as per the format attached in **Annex A**.

2.2 Bidders are required to submit softcopy of Technical Proposals and other bidding related documents in CD. (*Please note that financial proposals are not expected in soft copy*)

2.3 Bidders are required to submit **Financial Proposals** in the format attached in **Annex B**. It shall list all costs associated with the assignment, including:

### **Choose as Appropriate**

- An all-inclusive rate per person/day (including honorarium and living expenses) for each proposed team member to be assigned to the project in the field and a rate for his/her work at the office, if any;
- An all-inclusive amount for any travel related expenses (indicating the number of Trips required by each team member);
- Other costs, if any, indicating nature and breakdown;
- A proposed schedule of payments, all of which must be expressed in Indian Rupees.

2.4 Bidders are required to submit **Bid Security** in separate envelop.

2.5 All activities and items described in the Technical Proposal must be priced separately. **Activities and items described in the Technical Proposal but not Priced, shall be assumed to be included in the price of other activities.**

2.6 Submission of the wrong format for either the Technical, Financial proposal or the Performance Security may result in the proposal being deemed non responsive.

## **3. Marking and Returning Proposals**

3.1. **SEALED PROPOSALS** must be and despatched to arrive at the MPSPC office indicated **NO LATER THAN the CLOSING TIME AND DATE**. Proposals received in any manner other than as outlined in clauses 3.3 to 3.5, will be **INVALIDATED**.

3.2. Proposals shall be submitted in duplicate, in English, and shall be sealed in Outer and 3 inner envelope and *all envelopes shall be sealed and must indicate the title of the study*, RFP Reference No., bidder's name and Address. The **outer envelope** shall be addressed as follows:

**Attention: DY. Team Leader- PMPSUS**

**State Planning Commission MP**

**C-Wing, First Floor, Vindhyanchal Bhawan,**

**Arera Hills, Bhopal 462004**

3.3 The first inner envelope shall be marked Technical Proposal for “*Impact Evaluation of School Chale Hum Abhiyan 2014 in Madhya Pradesh*” with soft copy and addressed in the same manner as the outer envelope, and shall be in the prescribed format. (*Make sure that the Soft copy should not consist of the Financial Proposal*)

3.4 The **2nd inner envelope** shall be marked Financial Proposal for “*Impact Evaluation of School Chale Hum Abhiyan 2014 in Madhya Pradesh*” and addressed in the same manner as the outer envelope, and shall be in the prescribed format.

3.5 The **3rd inner envelope** shall be marked Bid Security “*Impact Evaluation of School Chale Hum Abhiyan 2014 in Madhya Pradesh*” and addressed in the same manner as the outer envelope.

3.6 Information, which the bidder considers to be proprietary, should be clearly marked as such. All-information provided by the bidder will be treated as confidential and used for PMPSUS internal purposes only.

#### **4. Time for Receiving Proposals**

4.1 Sealed Proposals received prior to the stated closing time and date will be kept Unopened. The Team Leader or a designated officer of PMPSUS will open proposals within designated time and proposal received thereafter will not be considered.

4.2 PMPSUS will accept no responsibility for the premature opening of a Proposal, Which is not properly addressed or identified.

4.3 Modification by fax of sealed Proposals already submitted shall not be considered.

#### **5. Public Opening of Proposals**

5.1 Bidders, or their authorized representative, may attend the public opening of the RFP at the time, date and location specified. Any changes regarding time or date of opening will be notify through website of State Planning Commission.

#### **6. Request for Information**

6.1 Any request for information regarding the specifications should be mailed to Dy. Team Leader at [pmpsusmp@gmail.com](mailto:pmpsusmp@gmail.com).

#### **7. Corrections**

7.1 Erasures or other corrections in the Proposal must be explained and the Signature of the Bidder shown alongside.

#### **8. Modifications and Withdrawal**

8.1 All changes to a proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier proposal, or state the changes from the original proposal.

8.2 Proposals may be withdrawn on written or faxed request received from bidders prior to the opening time and date. Negligence on the part of the bidder confers no right for the withdrawal of the proposal after it has been opened.

## **9. Bid Security**

9.1 The Bidder shall furnish as part of its Proposal, a Bid Security of Rs. 1,00,000 (Rs. One Lakh) in the form of Demand Draft/ Bankers Cheque of any nationalized/scheduled bank in favour of “POVERTY MONITORING AND POLICY SUPPORT UNIT” and *payable at Bhopal*. Any Proposal not accompanied by the Bid Security shall be rejected by PMPSUS as not qualified. Bid Security by the unsuccessful bidders will be refunded by way of handing over the original Demand Draft/ Bankers Cheque duly endorsed by the Competent Authority of the PMPSUS. The Bid Security of the successful bidder will be adjusted against the Performance Security to be recovered. Under any circumstances, PMPSUS will not be liable to pay any interest on the Bid Security.

## **9.2 Forfeiture of Bid Security**

Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its proposal or derogates from the proposal in any respect within the period of validity of its proposal. Further, if the successful bidder fails to furnish the required performance security within the specified period, its Bid Security will be forfeited.

## **10. Validity of Proposals**

10.1 Proposals should be valid for a period of not less than 90 days after RFP opening, unless otherwise specified in the Specific Terms and Conditions. PMPSUS may also request the validity period to be extended.

## **11 Quality Assurances**

11.1 If the Bidder is already quality certified, or in the process of being quality certified (for example, ISO 9001/9002/BS certified), this should be clearly indicated in the proposal and a copy of the certificate attached to the proposal.

## **12. Rights of PMPSUS**

12.1 PMPSUS reserves the right to INVALIDATE any Proposal for reasons mentioned above, and, unless otherwise specified by PMPSUS or by the Bidder, to accept any item in the Proposal.

12.2 PMPSUS reserves the right to INVALIDATE any Proposal received from a Bidder who, in the opinion of PMPSUS, is not in a position to perform the contract.

## **13. Evaluation of Proposals**

13.1 From the time the proposals are opened to the time the contract is awarded, bidders shall not contact PMPSUS on any matter and any attempt to influence PMPSUS in its evaluation of the proposals and award recommendation, may result in rejection of the proposal.

13.2 Following closure of the RFP, a PMPSUS evaluation team to assess their merits will evaluate proposals. The evaluation will be restricted to the contents of the proposals, bidder profile, relevant experience, client list, financial status and price proposal.

13.3 A 2-stage procedure will be utilized in evaluating proposals, with evaluation of the **Technical Proposal** being completed prior to any evaluation of the **Financial Proposal**. Evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is completed.

13.4 Tenders for this contract will be assessed in accordance with good commercial practice and will involve both a technical and commercial evaluation. **Technical Proposals** will be evaluated on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and the point system specified in the following table:

<b>CATEGORY</b>	<b>MAX POINTS</b>	<b>MIN. POINTS</b>
<b>A. 1. OVERALL RESPONSE</b>		
<ul style="list-style-type: none"> <li>• Understanding of and responsiveness to, PMPSUS requirements;</li> <li>• Understanding of Scope, Objectives and Completeness of response;</li> <li>• Overall concord between PMPSUS requirements and the proposal</li> </ul>	<b>(10)</b>	<b>(6)</b>
<b>2. METHODOLOGY</b>	<b>(15)</b>	<b>(9)</b>
<ul style="list-style-type: none"> <li>• Quality of the proposed approach and methodology for the Evaluation</li> <li>• Quality of proposed implementation plan (milestone wise), i.e. How the bidder will undertake each task, and time-schedules</li> </ul>		
<b>3. PROPOSED TEAM</b>	<b>(20)</b>	<b>(13)</b>
I. Team Leader & Education Expert II. M&E Expert III. Social development expert IV. Statistical Expert		
<b>4. ORGANIZATIONAL CAPACITY</b>	<b>(20)</b>	<b>(12)</b>
<ul style="list-style-type: none"> <li>• Professional expertise, knowledge and experience with similar projects, contracts, clients and consulting assignments:</li> <li>• Financial status of the organization</li> <li>• Quality Certified as per clause 12.1</li> </ul>		
<b>5. Presentation on Technical Proposal (Special focus to overall response and Proposed methodology) by agency</b>	<b>10</b>	<b>(5)</b>
<b>TOTAL MARKS FOR TECHNICAL COMPONENT</b>	<b>75</b>	<b>(45)</b>
<b>B. FINANCIAL PROPOSAL - PRICE</b>	<b>25</b>	<b>N/A</b>
<ul style="list-style-type: none"> <li>• 25 marks are allocated to the lowest priced proposal. The financial scores of the other proposals will be in inverse proportion to the lowest Price.</li> </ul>		
<b>TOTAL MARKS</b>	<b>100</b>	

13.5 **Technical Proposals** receiving the minimum points or higher, will be Considered technically responsive and the **Financial Proposal** will be opened of only these bidder(s). Proposals which are considered non-technically competent and non-responsive will not be given further consideration.

13.6 Tenders (Technical and Financial) will be made available to the partner government or organization that will benefit from the services when they are part of the evaluation panel.

13.7 After the technical evaluation is completed, PMPSUS shall inform those bidders who secured the minimum qualifying technical mark, the date, time and location for opening the

Financial Proposals. **Financial Proposals shall be opened publicly in the presence of bidders' representatives who choose to attend.**

13.8 The Financial Proposals shall be evaluated using Quality and Cost Based Selection, whereby the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 25 points. The financial scores of the other proposals will be in inverse proportion to the lowest price. Proposals will be ranked according to their combined technical and financial scores using the weights given to technical and financial. The bidder achieving the highest combined technical and financial scores will be awarded for the assignment.

13.9 The evaluation formula is outlined as follows:

$Sf = 100 \times Fm/F$ , in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

#### **14. Error in Proposal**

14.1 Bidders are expected to examine all instructions pertaining to the RFP. Failure to do so will be at Bidders own risk. In case of errors in the extension price, unit price shall govern.

#### **15. RFP Terms and Conditions**

15.1 This RFP and any responses thereto, shall be the property of PMPSUS. In submitting a proposal, the bidder acknowledges that PMPSUS reserves the right to:

- Visit and inspect the bidder's premises;
- Contact any/all referees provided;
- Request additional supporting or supplementary information;
- Arrange interviews with the proposed project team/consultants;
- Reject any/all of the proposals submitted;
- Accept any proposals in whole or in part;
- Award contracts to more than 1 bidder, as PMPSUS considers being in its best interests.

15.2 Bidders shall bear all costs associated with the preparation and submission of proposals, and PMPSUS shall not be responsible for these costs, irrespective of the outcome of the bidding process.

# **GENERAL TERMS AND CONDITIONS**

## **1. Award of Work:**

After selection, a Letter of Intent (the “LoI”) shall be issued, in duplicate, by PMPSUS to the Selected Bidder and the Selected Bidder shall, within 3 (three) days of the receipt of the LoI, sign and return the duplicate copy of the LoI in acknowledgement thereof. In the event the duplicate copy of the LoI duly signed by the Selected Bidder is not received by the stipulated date, PMPSUS may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Applicant, and the next eligible Bidder may be considered.

## **2. Performance Security:**

Upon receipt of Letter of Intent (LoI) from PMPSUS, the successful Bidder shall furnish the Performance Security of an amount equal to 10% of the estimated cost of Services/Financial Proposal by way of Bank Guarantee for the due performance of the Contract in the format of Performance Security Form given at Annex-C. The Selected Bidder shall furnish the Performance Security within the time specified in LoI but prior to execution of Agreement. The validity period of Bank Guarantee of Performance Security shall be 180 days from the date of LoI and the Selected Bidder shall have to provide the extended Bank Guarantee, before the expiry of 180 days, if required, which shall be valid for the period of three months beyond the date of completion of assignment.

## **3. Acknowledgment copy**

Signing and returning the acknowledgment copy of a contract issued by PMPSUS or beginning work under that contract shall constitute acceptance of a binding agreement between PMPSUS and the Consulting agency.

## **4. Delivery Date**

Delivery Date to be understood as the time the contract work is completed at the location indicated under Delivery Terms.

## **5. Payment Terms**

- PMPSUS shall, unless otherwise specified in the contract, make payment within 30 days of receipt of the Consulting agency's invoice, which is issued only upon PMPSUS's acceptance of the work specified in the contract.
- Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.
- The prices shown in the contract cannot be increased except by express written agreement by PMPSUS.

## **6. Limitation of Expenditure**

No increase in the total liability to PMPSUS or in the price of the work resulting from design changes, modifications, or interpretations of the statement of work will be authorized or paid to the Consulting agency unless such changes have been approved by the contracting authority through an amendment to this contract prior to incorporation in the work.

## **7. Tax Exemption**

The consulting agency authorizes PMPSUS to deduct from the consulting agency invoice any amount representing such taxes or duties charged by the Vendor to PMPSUS. Payment of such corrected invoice amount shall constitute full payment by PMPSUS.

## **8. Legal Status**

The Consulting agency shall be considered as having the legal status of an independent Consulting agency vis-a-vis PMPSUS. The Consulting agency's personnel and Associate consultants shall not be considered in any respect as being the employees or agents of PMPSUS.

## **9. Consulting agency's Responsibility for Employees**

The Consulting agency shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

## **10. Indemnification**

The Consulting agency shall indemnify, hold and save harmless and defend, at its own expense, PMPSUS, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising out of the acts or omissions of the Consulting agency or its employees or Associate consultants in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Consulting agency, its employees, officers, agents, servants or Associate consultants. The obligations under this Article do not lapse upon termination of this Contract.

## **11. Insurance and Liabilities to Third Parties**

- The Consulting agency shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- The Consulting agency shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Consulting agency represents that the liability insurance includes Associate consultants.
- The Consulting agency shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of work under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Consulting agency or its agents, servants, employees or associate consultants performing work or services in connection with this Contract.
- The Consulting agency shall, upon request, provide PMPSUS with satisfactory evidence of the insurance required under this Article.



## **12. Source of Instructions**

The Consulting agency shall neither seek nor accept instructions from any authority external to PMPSUS in connection with the performance of its services under this Contract. The Consulting agency shall refrain from any action which may adversely affect PMPSUS and shall full fill its commitments with the fullest regard to the interests of PMPSUS.

## **13. Title to Equipment**

Title to any equipment and supplies which may be furnished by PMPSUS shall rest with PMPSUS and any such equipment shall be returned to PMPSUS at the conclusion of this Contract or when no longer needed by the Consulting agency. Such equipment when returned to PMPSUS, shall be in the same condition as when delivered to the Consulting agency, subject to normal wear and tear.

## **14. Copyright, Patents and Other Proprietary Rights**

PMPSUS shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At PMPSUS's request, the Consulting agency shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the PMPSUS in compliance with the requirements of the applicable law.

## **15. Confidential Nature of Documents**

- All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Consulting agency under this Contract shall be the property of PMPSUS, shall be treated as confidential and shall be delivered only to the PMPSUS authorized officials on completion of work under this Contract.
- The Consulting agency may not communicate any time to any other person, Government or authority external to PMPSUS, any information known to it by reason of its association with PMPSUS which has not been made public except with the authorization of the PMPSUS; nor shall the Consulting agency at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with PMPSUS.

## **16. 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 PMPSUS 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 PMPSUS 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, PMPSUS 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 PMPSUS shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 17, "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.

## **17. 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, PMPSUS 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.

PMPSUS 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 PMPSUS 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 PMPSUS 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 PMPSUS for reasonable loss or damage, which may be suffered by PMPSUS 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, PMPSUS 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 PMPSUS may have arising out of this contract or termination, PMPSUS will pay the value of all such finished work delivered and accepted by PMPSUS. The initiation of arbitral proceedings in accordance with Article 24 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

## **18. One Agency at a time**

The agencies who are existing partner with PMPSUS under any ongoing assignment and not yet submitted their final report will not be eligible to apply for this assignment. However, in case of consortium this clause will be applicable for lead agency only.

## **19. Sub-Contracting**

In the event the Consulting agency requires the services of associate consultants, the Consulting agency shall obtain the prior written approval and clearance of PMPSUS for all Associate consultants. The approval of PMPSUS of an Associate consultant shall not relieve the

Consulting agency of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.

## **20. Assignments and Insolvency**

The Consulting agency shall not, except after obtaining the written consent of PMPSUS, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Consulting agency's rights or obligations under the Contract. Should the Consulting agency become insolvent or should contract of the- Consulting agency change by virtue of insolvency, PMPSUS may, without prejudice to any other rights or remedies, terminate the Contract by giving the Consulting agency written notice of termination.

## **21. Use of PMPSUS Name**

The Consulting agency shall not use the name of Poverty Monitoring and Policy Support Unit Society or abbreviation of this name for any purpose.

## **22. Officials not to Benefit**

The Consulting agency warrants that no official of PMPSUS has received or will be offered by the Consulting agency any direct or indirect benefit arising from this Contract or the award thereof. The Consulting agency agrees that breach of this provision is a breach of an essential term of the Contract.

## **23. Prohibition on Advertising**

The Consulting agency shall not advertise or otherwise make public that the Vendor is furnishing goods or services to PMPSUS without specific permission-of PMPSUS.

## **24. Settlement of Disputes**

### **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.

### **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 Government of Madhya Pradesh Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of six percent (6%) and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **25. Privileges and Immunities**

The privileges and immunities of the UN, including its subsidiary organs, are not waived.

## **26. Authority to Modify**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Consulting agency shall be valid and enforceable against PMPSUS unless provided by an amendment to this Contract signed by the authorized official of PMPSUS.

## **27. Replacement of Personnel**

PMPSUS reserves the right to request the Consulting agency to replace the assigned personnel if they are not performing to a level that PMPSUS considers satisfactory. After written notification, the Consulting agency will provide curriculum vitae of appropriate candidates within three (3) working days for PMPSUS review and approval. The Consulting agency must replace the unsatisfactory personnel within seven (7) working days of PMPSUS's selection.

If one or more key personnel become unavailable, for any reason, for work under the contract, the Consulting agency shall (i) notify the project authority at least fourteen (14) days in advance, and (ii) obtain the project authority's approval prior to making any substitution of key personnel. Key personnel are designated as follows:

- Personnel identified in the proposal as key individuals to be assigned for participation in the performance of the contract.
- Personnel whose resumes were submitted with the proposal; and
- Individuals who are designated as key personnel by agreement of the Consulting agency.

In notifying the project authority, the Consulting agency shall provide an explanation of circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement

Acceptance of a replacement person by the project authority shall not relieve the Consulting agency from responsibility for failure to meet the requirements of the contract.

All the other terms and conditions are hereby accepted. The agency will conform to the requirements as listed out by PMPSUS.

## **ANNEX A: TECHNICAL PROPOSAL FORMAT**

**TECHNICAL DOCUMENT 1:** Technical Proposal Submission Form

**TECHNICAL DOCUMENT 2:** Bidder's Organization and Experience  
A Bidder's Organization  
B Bidder's Experience

**TECHNICAL DOCUMENT 3:** Description on below: -

A. Understanding of scope, objectives and completeness of response

B. Description of Approach:

- a. Key guiding principles for the study.
- b. Framework for the study.
- c. Information need matrix
- d. Capacity building of study team members
- e. Any other.

C. Methodology:

- a. Detail research design including sample design and estimation procedure.
- b. Field process protocol control.
- c. Specify suggestive tool for data collection

Type of respondents	Issue will be studied	Methods /tools to be used

- d. Structure of analysis and report
- e. Team meetings
- f. Any other (PL. mention)

D. Work plan for performing the assignment:

- A. Gantt chart-work plan and schedule of Key Personnel (milestone wise)

**TECHNICAL DOCUMENT 4:** Team composition and Task Assignments

**TECHNICAL DOCUMENT 5:** Audited Balance Sheets and Profit & Loss Statements for the last three years (*in instances when the Consultants have chosen to associate with others, this information has to be provided for the lead agency only.*)

**TECHNICAL DOCUMENT 6:** A note on potential Conflict of Interest issues and how these are proposed to be avoided

**TECHNICAL DOCUMENT 7:** Letters of Association from associate Consultants/ individuals (if applicable)

**TECHNICAL DOCUMENT 1 - TECHNICAL PROPOSAL SUBMISSION FORM**

*[Location, Date]*

To:

The Dy. Team Leader,  
PMPSUS, MPSPC  
Bhopal

Subject:

Reference:

We offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal No. *[Insert Number]* dated *[Insert Date]* and our Proposal. We submit our Proposal, which includes this Technical proposal, and Financial Proposal sealed under a separate envelope.

We confirm that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Proposal is binding upon us.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than *[Insert Date]*.

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

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**NOTE-** Please submit softcopy of Technical Proposals and other bidding related documents in C.D.

## **TECHNICAL DOCUMENT 2 - BIDDERS ORGANISATION AND EXPERIENCE**

### **A- Organization**

[Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment]

## B - Bidder's Experience

[Using the format below, provide information on **each assignment for which your firm, and each associate for the assignment**, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

Assignment name	: Approx. value of the contract (in Rs.):
Country: Location within country	Duration of assignment (months):
Name of Client	Total No of staff-months of the assignment
Address:	Approx. value of the services provided by your firm under the contract (in Rs.):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	
Relevance of the assignment:	



## TECHNICAL DOCUMENT 3 - DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN TO UNDERTAKE THE ASSIGNMENT

Technical approach, methodology and work plan are key components of the Technical Proposal. In this chapter you should explain your understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You are suggested to present your proposal divided into the following four sections:

- A. Understanding of scope, objectives and completeness of response**
- B. Description of Approach**
- C. Methodology**
- D. Work Plan**

### **A. Understanding of scope, objectives and completeness of response**

- B. Description of Approach.**
- a. Key guiding principles for the study.
  - b. Framework for the study.
  - c. Information need matrix
  - d. Capacity building of study team members
  - e. Any other.

**C. Methodology.** You should explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

- a. Detail research design including sample design and estimation procedure.
- b. Field process protocol control.
- c. Specify suggestive tool for data collection

Type of respondents	Issue will be studied	Methods /tools to be used

- d. Structure of analysis and report
- e. Team meetings
- f. Any other (Pl. mention)

**D. Work Plan.** In this chapter you should propose the main activities of the assignment, their content and lay out of the reports. *You should include Gantt chart-work plan and schedule of Key Personnel (milestone wise).*

**TECHNICAL DOCUMENT 4 - TEAM COMPOSITION AND TASK ASSIGNMENTS**

In Technical Document 4, you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

<b>Professional Staff Accountable to the Study</b>				
<b>Position Assigned</b>	<b>Name of Staff</b>	<b>Firm</b>	<b>Area of Expertise</b>	<b>Task Assigned</b>

Pl. attached dully signed CVs of Key Team Members with self-declaration who are expected to provide the services mentioned above (not more *than two A4-sized pages per CV; minimum font size 12*)

**TECHNICAL DOCUMENT 5:** Audited Balance Sheets and Profit & Loss Statements for the last three years (in instances when the Consultants have chosen to associate with others, this information has to be provided for the lead agency only.)

**TECHNICAL DOCUMENT 6:** A note on potential Conflict of Interest issues and how these are proposed to be avoided

**TECHNICAL DOCUMENT 7:** Letters of Association from associate Consultants/ individuals (if applicable)

**The agencies are expected to furnish the following details in their proposals also:**

1. Respondent groups to be covered
2. Key research questions to be answered by each respondent category
3. Appropriate methods of contacting and interviewing the respondents
4. Key analyses to be attempted
5. Appropriate graphical illustration of some of the suggested analyses
6. Anticipated limitations of the survey methodology proposed
7. Comments on the scope of work set out for the agency
8. Project Implementation Plan including the following details:
  - a. Manpower plan (team size, team composition, reporting structure, hours/ days of involvement per team member and proposed function of each team member)
  - b. Time plan (illustrated through a Gantt chart) and daily workload estimates
  - c. Division of project responsibilities among team members under each key function (research/ advisory, operations/ supervision, and administrative support)
  - d. Quality control system put in place for the project

Technical and financial proposals received without the above details shall be considered incomplete and summarily rejected. Please do not submit any publicity material (e.g. organization brochures or capability documents).

## **ANNEX B: FINANCIAL PROPOSAL FORMAT**

**FINANCIAL DOCUMENT-1**      Financial Proposal Submission Form

**FINANCIAL DOCUMENT-2**      Summary and Breakdown of Professional Fees &  
Expenses

**FINANCIAL DOCUMENT-1 FINANCIAL PROPOSAL SUBMISSION FORM**

*[Location, Date]*

To:

DY. Team Leader,  
PMPSUS  
State Planning Commission, M.P.

Subject:

Reference:

We offer to provide services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures] this amount is exclusive of the local taxes.

Our Financial Proposal shall be binding upon us, up to expiration of the validity period of the proposal.

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

Yours sincerely

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory:

\_\_\_\_\_

Name of Consulting Agency:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

**FINANCIAL DOCUMENT 2 – SUMMARY AND BREAKDOWN OF PROFESSIONAL**

**A. FEES & EXPENSES**

**B. Out of Pocket Expenses**

	<b>Cost (in Rs.)</b>
Travel Costs	
<b>Sub-Total</b>	
Accommodation and subsistence cost	
<b>Sub-Total</b>	
Communication cost	
Documentation and reporting cost	
Training cost if any	
Any other Cost (Specify)	
<b>Sub- Total</b>	
<b>Total Projected Out of Pocket Expenses Rs.</b>	

**C. Total Proposed Cost (A+B): Rs.** \_\_\_\_\_

**(In Words)** \_\_\_\_\_

## ANNEX – C: FORM OF PERFORMANCE SECURITY

(PERFORMANCE BANK GUARANTEE)

To

Deputy Team Leader,  
**Poverty Monitoring and Policy Support Unit Society,**  
State Planning Commission, Madhya Pradesh  
1st Floor, C-Wing, Vindhyachal Bhawan,  
Bhopal, Madhya Pradesh - 462004

WHEREAS \_\_\_\_\_ [Name and address of the Consultant] (hereinafter called “the Consultant”) has undertaken, in pursuance of Letter of Intent (LoI) No. \_\_\_\_\_ dated \_\_\_\_\_ to provide the services on terms and conditions set forth in this Contract \_\_\_\_\_ [Name of contract and brief description of works) (hereinafter called the “the Contract”). AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee by a Scheduled Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract; AND WHEREAS we have agreed to give the Consultant such a Bank Guarantee; NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant up to a total of \_\_\_\_\_ [amount of Guarantee]1 \_\_\_\_\_ [in words \_\_\_\_\_], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you such amount in favour of POVERTY MONITORING AND POLICY SUPPORT UNIT through our branch operable at Bhopal at \_\_\_\_\_ (provide the address of the branch at Bhopal) and if invoked, be encashable at \_\_\_\_\_, branch of \_\_\_\_\_ bank at Bhopal, 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 grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultant shall in any way release us from any liability under this guarantee, and we hereby 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 Consultant or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) 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 until 180 days from the date LoI and and the Selected Bidder shall have to provide the extended Bank Guarantee, before the expiry of 180 days, if required, which shall be valid for the period of three months beyond the date of completion of assignment.

*I Shall be equal to the amount stipulated in the Letter of Intent*

Signature and Seal of the Guarantor \_\_\_\_\_

Name and Designation \_\_\_\_\_

Name of the Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

In presence of

1. \_\_\_\_\_

(Name, Signature, Occupation, Contact No. and Address)

2. \_\_\_\_\_

(Name, Signature, Occupation, Contact No. and Address)