

REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT



DIRECTORATE OF INSTITUTIONAL FINANCE
Government of Madhya Pradesh
Address: C-Wing, First Floor, Vindhyachal Bhawan, Bhopal
Phone: 0755-2551199
Fax: 0755-2551387
Email: difbho@mp.gov.in

Invitation for Proposal

1. INTRODUCTION

1.1 Background

- 1.1.1 The Directorate of Institutional Finance, Madhya Pradesh, Bhopal (the “**Authority**”) is a Directorate of Government of Madhya Pradesh. The Authority, on behalf of Madhya Pradesh Government (Finance Department), has decided to appoint a Consultant for Preparation of Memorandum of the Government of Madhya Pradesh to the Fifteenth Finance Commission, preparation of additional documents related to Fifteenth Finance Commission, and incidental activities related to preparation of these documents. (the “**Assignment**”).
- 1.1.2 The Assignment would be implemented in accordance with the terms and conditions stated in the consultancy agreement to be entered into between the Authority and the Consultant (the “**Consultancy Agreement**”).
- 1.1.3 In pursuance of the above, the Authority has decided to carry out the process for selection of a Consultant for undertaking the Assignment. The Consultant will depute the Key Personnel for completion of Assignment in accordance with the Terms of Reference specified at Schedule-1 (the “**Term of Reference (TOR)**”).
- 1.1.4 The Consultant shall be required to complete the Assignment preferably within 6 (six) months from the date of Consultancy Agreement as per the provision of this RFP.

1.2 Request for Proposal

The Authority invites proposals from interested firms (the “**Proposals**”) for selection of a Consultant (the “**Consultant**”). The Authority intends to select the Consultant through an open competitive bidding in accordance with the procedure set out herein.

1.3 Sale of RFP Document

RFP document can be obtained between 1100 hrs. to 1600 hrs. on all working days on payment of a fee of Rs. 5,000 (Rupees five thousand only) in the form of a demand draft or banker’s cheque drawn on any Scheduled Bank in India in favour of Commissioner, Institutional Finance, Madhya Pradesh and payable at Bhopal. The document can also be downloaded from the Official Website of the Authority. In case of a downloaded form, the Applicant needs to deposit the aforesaid fee with the Technical Proposal. The document fee payable hereunder shall be non-refundable.

1.4 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the “**PDD**”).

1.5 Brief description of the Selection Process

The Authority has adopted a two stage selection process (collectively the “**Selection Process**”) in evaluating the Proposals comprising technical and financial bids to be submitted 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 as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4.

1.6 Payment Currency

All payments to the Consultant shall be made in Indian Rupees (INR) in accordance with the provisions of this RFP.

1.7 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

Sr. No.	Event Description	Date
1.	Issue of tender notice	28 th May, 2018
2.	Proposal Due Date or PDD	18 th June, 2018; 1500 Hrs.
3.	Opening of Proposals	18 th June, 2018, 1530 Hrs.
4.	Letter of Award (LOA)	[Within 30 days of PDD]
5.	Signing of Agreement	Within 7 days of LOA
6.	Validity of Applications	90 days from Proposal Due Date

1.8 Communications

All communications including the submission of Proposal should be addressed to:

Attention of: Commissioner, Institutional Finance
Address: C-Wing, First Floor, Vindhyachal Bhawan, Bhopal
Phone: 0755-2551199
Fax: 0755-2551387
Email: difbho@mp.gov.in

1.8.1 The Official Website of the Authority is: <http://www.dif.mp.gov.in/>

1.8.2 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

“APPOINTMENT OF CONSULTANT”

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, Deliverables 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 (the "**Applicant**") in response to this invitation. Consortium is not allowed for Consultancy Assignment.

2.1.2 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 decision would be final and binding.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Section of the 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 Key Personnel

The Consultant's team (the "**Consultancy Team**") shall consist of the following key personnel (the "Key Personnel") who shall discharge their respective responsibilities as specified below:

Key Personnel	Responsibilities
Team Leader	He will lead, co-ordinate and supervise the Consultancy Team for delivering the Consultancy in a timely manner as envisaged in this RFP along with any other work assigned by the Authority
Senior Economist / Economist	He will be responsible for analysis of data, preparation of memorandum, presentation, point of discussion along with any other work assigned by Team Leader and/or Authority, which are necessary under the Terms of Reference
Consultant	He will be responsible for analysis of data, preparation of memorandum, presentation, point of discussion along with any other work assigned by Team Leader, other members of the team and/or Authority, which are necessary under the Terms of Reference
Research Associates	They will be responsible for collection and compilation of data from relevant Government department, providing necessary assistance to the Team Leader, other members of the team and/or Authority, which are necessary under the Terms of Reference.

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 fulfill the following:

- (A) **Technical Capacity:** The Applicant shall be in Consultancy business for over 10 (ten) years preceding the PDD.
- (B) **Financial Capacity:** The Applicant shall have received an average of Rs. 20.00 Crore (Rs. twenty crore) as professional fees during each of the three financial years preceding the PDD.
- (C) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause (D) below.
- (D) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

Key Personnel	No. of Position	Educational Qualification	Length of Professional Experience (minimum)	Desirable Expertise
Team Leader	1	Master degree in Economics/ Finance/ MBA Finance/ PhD in Economics/ Finance	15 (Fifteen) years of experience	He/ She should have preferably led a team or worked in a senior capacity related to the following:- <ul style="list-style-type: none"> • Development of Memorandum for Finance Commission. • Production of detailed Economic reports such as the Economic Survey of Central/State Government(s). • Research work on economic, environmental, social policy framework, human development. • Municipal finance/ Risk Management/ reforms. • Budgeting & Taxation reports for Central / State Government(s).

Key Personnel	No. of Position	Educational Qualification	Length of Professional Experience (minimum)	Desirable Expertise
Senior Economist / Economist	1	Master degree in Economics	10 (ten) years of post-qualification experience	<p>He/ She should have preferably worked in a senior position on the following issues:-</p> <ul style="list-style-type: none"> • Development of Memorandum for Finance Commission. • Production of detailed Economic reports such as the Economic Survey of Central/State Government(s). • Research work on economic, environmental, social policy framework, human development. • Municipal finance/ Risk Management/ reforms. • Budgeting & Taxation reports for Central / State Government(s). • Proficiency in using Information Technology specifically Word, Excel, and Statistical Softwares.
Consultant	1	PGDM/ MBA (Finance)/ Chartered Accountant / MA Economics	5 (five) years of post-qualification experience	<ul style="list-style-type: none"> • He/ She should have preferably worked on topics such as:- • Taxation (GST and other applicable Taxes) assignment for Central / State Government(s). • Research work on economic, environmental, social policy framework, human development. • Municipal finance/ Risk

Key Personnel	No. of Position	Educational Qualification	Length of Professional Experience (minimum)	Desirable Expertise
				Management/ reforms etc. <ul style="list-style-type: none"> • Proficiency in using Information Technology specifically Word, Excel, and Statistical Softwares.
Research Associate	1	Bachelor degree in Economics/ Statistics/ MBA	2 (two) years of post-qualification experience	<ul style="list-style-type: none"> • Collection / Compilation and analysis of data through Primary & Secondary Research • Proficiency in using Information Technology specifically Word, Excel, and Statistical Softwares.
Research Associate	1	Bachelor degree in Economics/ Statistics/ MBA	2 (two) years of post-qualification experience	<ul style="list-style-type: none"> • Collection / Compilation and analysis of data through Primary & Secondary Research • Proficiency in using Information Technology specifically Word, Excel, and Statistical Softwares.

2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years.

2.2.4 The Applicant should submit a Power of Attorney as per the format at Form - 4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner or Director (on the Board of Directors) of the Applicant

2.2.5 Any entity which is black listed by the Central Government, any State Government, a statutory authority or a public sector undertaking would not be eligible to submit a Proposal either by itself or through its Associate.

2.3 Number of Proposals

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

2.4 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. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.5 Acknowledgement by Applicant

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) satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (d) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.6 The Authority shall not be liable for any omission, mistake or error 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.

2.7 Right to reject any or all Proposals

2.7.1 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.

2.7.2 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.

B. DOCUMENTS

2.8 Contents of the RFP

2.8.1 This RFP comprises the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

- 1** Introduction
- 2** Instructions to Applicants

3 Criteria for Evaluation

4 Miscellaneous

SCHEDULES

1 Terms of Reference

2 Agreement for Consultant

Annex-1 Terms of Reference

Annex-2 Deployment of Personnel

Annex-3 Cost of Services

Annex-4 Payment Schedule

Annex-5 Bank Guarantee for Performance Security

3 Appendices

Appendix-I: Technical Proposal

Form 1 Letter of Proposal

Form 2 Particulars of the Applicant

Form 3 Statement of Legal Capacity

Form 4 Power of Attorney

Form 5 Financial Capacity of the Applicant

Form 6 Particulars of Key Personnel

Form 7 CVs of Key Personnel

Appendix-II: Financial Proposal

Form 1 Covering Letter

Form 2 Financial Proposal

2.9 Amendment of RFP

2.9.1 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 and by conveying the same to the prospective Applicants (who have purchased the RFP document) by fax or e-mail.

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

2.9.3 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 PDD.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.10 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 all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.11 Format and signing of Proposal

2.11.1 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.

2.11.2 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 1 (one) copy of the Proposal, along with Documents, marked “**COPY**”. In the event of any discrepancy between the original and its copies, the original shall prevail.

2.11.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the “**Authorised Representative**”). A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal (if required).

2.12 Technical Proposal

2.12.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the “Technical Proposal”).

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

- (a) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (b) power of attorney, if applicable, is executed as per Applicable Laws;
- (c) CVs of all Key Personnel have been included;
- (d) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;
- (e) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;

- (f) the CVs have been recently signed and dated by the respective Personnel and countersigned by the Applicant;
- (g) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- (h) Key Personnel proposed have good working knowledge of English language;
- (i) Key Personnel would be available for the period indicated in the TOR;
- (j) no Key Personnel should have attained the age of 75 years at the time of submitting the proposal; and
- (k) the proposal is responsive in terms of Clause 2.18.2.

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

2.12.4 The CV of each such professional personnel, if any, should also be submitted in the format at Form-7 of Appendix-I.

2.12.5 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 Selected Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Performance Security.

2.13 Financial Proposal

2.13.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the “**Financial Proposal**”) clearly indicating the total cost of the Consultancy (Form-2 of Appendix-II) 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. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.13.2 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 Key Personnel accommodation, air fare, transport, 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. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-

responsive and liable to be rejected.

- ii. All payments shall be subject to deduction of taxes at source as per Applicable Laws.

2.14 Submission of Proposal

2.14.1 The Applicants shall submit the Proposal with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorised Representative of the Applicant as per the terms of this RFP. In case the proposal is submitted on the document down loaded 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.

2.14.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, Consultancy name as indicated at Clause 1.8 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.

2.14.3 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 the Application in the prescribed format (Form 1 of Appendix-I) along with Forms 2 to 7 of Appendix-I and supporting documents.

The envelope marked “Financial Proposal” shall contain the financial proposal in the prescribed format (Forms 1& 2 of Appendix-II).

2.14.4 The completed Proposal must be delivered on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.14.5 The rates quoted shall be firm throughout the period of performance of the assignment upto and including discharge of all obligations of the Consultant under the Agreement.

2.15 Proposal Due Date

2.15.1 Proposal should be submitted before 1500 hrs. on the PDD specified at Clause 1.7 at the address provided in Clause 1.8 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the authorized person of the office specified in Clause 1.8.

2.15.2 The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.9 uniformly for all Applicants.

2.16 Late Proposals

Proposals received by the Authority after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

2.17 Performance Security

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 Performance Security, shall be forfeited and appropriated by the Authority if the selected Applicant commits a breach of the Agreement.

D. EVALUATION PROCESS

2.18 Evaluation of Proposals

- 2.18.1 The Authority shall open the Proposals at 1530 hours on the PDD, 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.
- 2.18.2 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. 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 PDD including any extension thereof pursuant to Clause 1.7;
 - (c) it is signed, sealed, bound together and marked as stipulated in Clauses 2.11
 - (d) it is accompanied by the Power of Attorney as specified in Clause 2.11;
 - (e) it contains all the information (complete in all respects) as requested in the RFP;
 - (f) it does not contain any condition or qualification; and
 - (g) it is not non-responsive in terms hereof.
- 2.18.3 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. The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.5 and the criteria set out in Section 3 of this RFP.
- 2.18.4 After the technical evaluation, the Authority shall prepare a list of prequalified Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to pre-qualified Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of prequalified Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.19 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 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.

2.20 Clarifications

- 2.20.1 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.
- 2.20.2 If an Applicant does not provide clarifications sought under Clause 2.20.1 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.

E. APPOINTMENT OF CONSULTANT

2.21 Substitution of Key Personnel

- 2.21.1 The Authority will not normally consider any request of the Selected Applicant for substitution of any Key Personnel(s) as the ranking of the Applicant is based on the evaluation of the Key Personnel(s) and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances 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.
- 2.21.2 The Authority expects the Key Personnel to be available during implementation of the Agreement.

2.22 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount equal to the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

2.23 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, cancel the LOA and the next highest ranking Applicant may be considered.

2.24 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 1.7. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.25 Commencement of Assignment

The Consultant shall commence the Consultancy within 7 (seven) 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 2.24 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for undertaking the assignment. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

2.26 Proprietary data

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 and shall be treated as strictly confidential.

3 CRITERIA FOR EVALUATION

3. Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's financial Capacity, and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 60 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score (S_T).

3.1.2 Each Key Personnel must score a minimum of 50% (fifty per cent marks). A Proposal shall be rejected if any of the Key Personnel scores less than 50% (fifty per cent).

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

Item	Criteria	Marks	Criteria
1.	Financial Capacity of the Applicant 10 Marks	10	<ul style="list-style-type: none"> • Financial Capacity of the Applicant: Annual Professional Fee in last three financial years preceding the Proposal Due Date <ul style="list-style-type: none"> • Between Rs. 20 Cr. to 50Cr: 5 Marks • Above Rs. 50 Cr.: 10 Marks (Max Marks 10)
2(a)	Team Leader 40 Marks	20	Experience <ul style="list-style-type: none"> • 15 years : 5 Marks • For every additional 5 years: 5 Marks (Max Marks 10) • *Reports: 5 Marks (2.5 Marks for each report) (Max Marks 20)
		20	Qualification <ul style="list-style-type: none"> • Meets Minimum Qualification: 10 Marks • Doctorate: 5 Marks • International Fellowship/ International Work experience, of related field for minimum one year : 5 Marks (Max Marks 20)
2(b)	Senior Economist/ Economist 25 Marks	15	Experience <ul style="list-style-type: none"> • 10 years: 7 Marks • For additional 5 years: 3 Marks • *Report: 5 Marks (2.5 Marks for each report) (Max Marks 15)

Item	Criteria	Marks	Criteria
		10	Qualification <ul style="list-style-type: none"> • Meets Minimum Qualification: 7 Marks • PhD in Economics: 3 Marks (Max Marks 10)
2(c)	Consultant 15 Marks	10	No. of years of Experience <ul style="list-style-type: none"> • 5 years: 7 Marks • For additional 5 years: 3 Marks (Max Marks 10)
		5	Qualification <ul style="list-style-type: none"> • Meets Minimum Qualification: 3 Marks • Additional Master Level/ Higher Qualification: 2 Marks (Max Marks 5)
2 (d)	Research Associate 5 Marks	5	No. of years of Experience <ul style="list-style-type: none"> • 2 years: 4 Marks • For additional two years: 1 Marks (Max Marks 5)
2 (e)	Research Associate 5 Marks	5	No. of years of Experience <ul style="list-style-type: none"> • 2 years: 4 Marks • For additional two years: 1 Marks (Max Marks 5)
Total Marks		100	

**Report shall mean a report /memorandum prepared for a State Government / Central Government Organization or International Organization, related to a field included in Clause 2.2.2. (D)(Desirable Expertise). The reports should ideally be of a nature which is similar to the Memorandum submitted to Finance Commission. Maximum 5 (five) such reports prepared by Team Leader and Senior Economist/ Economist should be submitted along with the proposal. The Authority shall assess the quality of Reports/ Memorandum submitted, and will assign numerical marks to each submitted report. The highest two marks obtained will be considered for evaluation.*

3.2 Short-listing of Applicants

Of the Applicants ranked as aforesaid, all the Applicant(s) whose Technical Score is more than the score specified in Clauses 3.1.1 and 3.1.2 shall be pre-qualified and short-listed for financial evaluation in the second stage.

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 (S_F) as specified in Clause 3.3.3.

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 Consultant to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M / F$$

(F = amount of Financial Proposal)

3.4 Combined and Final Evaluation

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

$$S = S_T \times T + S_F \times F$$

Where, T and F are weights assigned to Technical Proposal and Financial Proposal that shall be 0.7 and 0.3 respectively.

3.4.2 The Selected Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve by the Authority and may be invited in its discretion in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.24 and 2.25, as the case may be.

4. MISCELLANEOUS

- 4.1** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bhopal, Madhya Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 4.2** 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.
- 4.3** 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.
- 4.4** 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.
- 4.5** The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

Schedules

SCHEDULE-1
TERMS OF REFERENCE (TOR)

TERMS OF REFERENCE (TOR)

1. GENERAL

The Authority seeks the services of a reputed firm/company for Preparation of Memorandum of the Government of Madhya Pradesh to the Fifteenth Finance Commission (collectively the “Consultancy”). The Terms of Reference (the “TOR”) and the scope of the Consultancy for this assignment are specified below.

2. ABOUT FINANCE COMMISSION

The Fifteenth Finance Commission is constituted by the President under article 280 of the Constitution, mainly to give its recommendations on distribution of tax revenues between the Union and the States and amongst the States themselves. Two distinctive features of the Commission’s work involve redressing the vertical imbalances between the taxation powers and expenditure responsibilities of the center and the States respectively and equalization of all public services across the States.

The Commission has to make recommendations to the President as to—

- the distribution between the Union and the States of the net proceeds of taxes which are to be, or may be, divided between them and the allocation between the States of the respective shares of such proceeds;
- the principles which should govern the grants-in-aid of the revenues of the States out of the Consolidated Fund of India;
- the measures needed to augment the Consolidated Fund of a State to supplement the resources of the Panchayats and Municipalities in the State on the basis of the recommendations made by the Finance Commission of the State;
- review the current status of the finance, deficit, debt levels, cash balances and fiscal discipline efforts of the Union and the States, and recommend a fiscal consolidation roadmap for sound fiscal management, taking into account the responsibility of the Central Government and State Governments to adhere to appropriate levels of general and consolidated government debt and deficit levels, while fostering higher inclusive growth in the country, guided by the principles of equity, efficiency and transparency.
- any other matter referred to the Commission by the President in the interests of sound finance.

The Commission determines its procedure and have such powers in the performance of their functions as Parliament may by law confer on them. The First Finance Commission was constituted vide Presidential Order dated 22.11.1951 under the chairmanship of Shri K.C. Neogy on 6th April, 1952. Fifteen Finance Commissions have been constituted so far at intervals of every five years. The Fifteenth Finance Commission of India (XV-FC) is a Finance Commission constituted on 27th November 2017. As per Union Government’s notification dated 27th November 2017, the commission's chairman is Shri N. K. Singh, with its full-time members being Shri Shaktikanta Das and Shri Anoop Singh. In addition, the commission also has two part-time members are Shri Ramesh Chand and Shri Ashok Lahiri. The Finance Commission is required to give its report by 30th October, 2019. Its recommendations will cover the five year period commencing from 1st April, 2020.

3. OBJECTIVE

The objective of this Consultancy (the “Objective”) is Preparation of Memorandum of the Government of Madhya Pradesh to the Fifteenth Finance Commission and incidental activities to this memorandum: Other key conditions include

- (i) The Consultancy Team and Key Personnel shall be available on whenever required;
- (ii) The Consultancy Team and Key Personnel shall work out of the office of the Authority or any other office as provided by the Authority;

4. SCOPE OF SERVICES

The scope of services shall *inter alia* include (inclusive but not exhaustive):

- A. Collection, compilation and Analysis of data of all relevant department (Demographic, Economic, Finance, Infrastructure etc.) for preparation of Draft Memorandum which *inter alia* include:

➤ Detailed profile of the State

- Highlighting key Issues and Constraints
- Geography
- Demography
- Status of Economy – Composition and Trends
- Structural Composition - GSDP
- Sector Growth Rates
- Social Indicators
- Prospects

➤ Descriptive Fiscal status of the State

- Growth in Revenue : tax and the non-tax revenues
- Expenditure Management: Internal security, infrastructure, climate change, and other committed expenditure and liabilities etc.
- Financing: socioeconomic development and critical infrastructure, assets maintenance expenditure, balanced regional development and impact of the debt and liabilities of their public utilities
- Debt Management & capital expenditure
- Financial Projections

➤ FRBMA Compliances

➤ Vertical & Horizontal Devolution

➤ Goods & Service Tax

- Efforts made by the States in expansion and deepening of tax net

➤ Local Bodies- Urban / Rural

- Profile
- Status of fund transfers
- Revenues
- Efficiency in Governance/Reforms
- Fund Requirements
- Criteria for transfer of funds to Local Bodies

- Financing of Relief Expenditure
 - Hazard Profile
 - Fund Utilization
 - Various other assistance required
 - Estimation of Crop losses
 - Need for Higher Allocation if any
- Scheme & Initiative
 - Public Finance Management System
 - Promoting ease of doing business
 - Policy and regulatory changes
 - Labour intensive growth
- Public Utilities
 - Water
 - Power & Electricity
 - Solid Waste Management
 - Others
- Grants- in-Aid
 - General Grant
 - State-Specific Grants
 - Special Grant

- B.** Preparation of Draft Memorandum
- C.** Preparation of Presentation on Draft Memorandum:
- D.** Discussion points for the Government official on Draft Memorandum
- E.** Finalization of Fifteenth Finance Commission Memorandum and presentation.
- F.** Other incidental activities pertains to the Memorandum and presentation

This TOR is indicative only, Consultant are required to refer Finance Commission website <http://fincomindia.nic.in> for further details on Fifteenth Finance Commission (Terms of Reference).

5. DELIVERABLES

In pursuance of this TOR, the Consultant shall undertake/deliver the Assignment in 6 (six) months or within the time period as agreed with the Authority (the “**Deliverables**”). Each deliverable shall include a forwarding letter duly signed by the authorised signatory of the Consultant, if so requested by the Authority and shall be submitted in hard copies as well as soft copy

6. DURATION OF ASSIGNMENT

The total duration for the Consultancy shall be 6 (six) month from the date of the Agreement or any other period as agreed with the Authority / as specified by Authority.

7. MEETINGS

The Authority may, in its discretion, require the Team Leader and other Key Personnel to participate in the meetings at Bhopal or any other office of the Authority and the Consultant shall, on a best endeavour basis and without any delay, provide such services at the offices of the Authority. The Team shall be required to have close contact on day to day basis with Government Officials and to be present as and when as required.

8. CONSULTANCY TEAM

The Consultant shall form a team (the “Consultancy Team”) for undertaking this Assignment. The Consultancy Team shall consist of Personnel who have the requisite qualifications and experience. The following Key Personnel whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal. Other expertise as required for the services to be rendered by the Consultant shall be included in the Team either through the Key Personnel specified below or through other Professional Personnel, as necessary. It is further clarified that no additional payment will be made.

Key Personnel	No. of Position	Educational Qualification	Length of Professional Experience (minimum)	Desirable Expertise
Team Leader	1	Master degree in Economics/ Finance/ MBA PhD in Economics/ Finance	15 (Fifteen) years of experience	He/ She should have preferably led a team or worked in a senior capacity related to the following:- <ul style="list-style-type: none">• Development of Memorandum for Finance Commission.• Production of detailed Economic reports such as the Economic Survey of Central/State Government(s).• Research work on economic, environmental, social policy framework, human development.• Municipal finance/ Risk Management/ reforms.• Budgeting & Taxation reports for Central / State Government(s).

Key Personnel	No. of Position	Educational Qualification	Length of Professional Experience (minimum)	Desirable Expertise
Senior Economist / Economist	1	Master degree in Economics	10 (ten) years of post-qualification experience	<p>He/ She should have preferably worked in a senior position on the following issues:-</p> <ul style="list-style-type: none"> • Development of Memorandum for Finance Commission. • Production of detailed Economic reports such as the Economic Survey of Central/State Government(s). • Research work on economic, environmental, social policy framework, human development. • Municipal finance/ Risk Management/ reforms. • Budgeting & Taxation reports for Central / State Government(s). • Proficiency in using Information Technology specifically Word, Excel, and Statistical Softwares.
Consultant	1	PGDM/ MBA (Finance)/ Chartered Accountant / MA Economics	5 (five) years of post-qualification experience	<ul style="list-style-type: none"> • He/ She should have preferably worked on topics such as:- • Taxation (GST and other applicable Taxes) assignment for Central / State Government(s). • Research work on economic, environmental, social policy framework, human

Key Personnel	No. of Position	Educational Qualification	Length of Professional Experience (minimum)	Desirable Expertise
				<p>development.</p> <ul style="list-style-type: none"> • Municipal finance/ Risk Management/ reforms etc. • Proficiency in using Information Technology specifically Word, Excel, and Statistical Softwares.
Research Associate	1	Bachelor degree in Economics/ Statistics/ MBA	2 (two) years of post-qualification experience	<ul style="list-style-type: none"> • Collection / Compilation and analysis of data through Primary & Secondary Research • Proficiency in using Information Technology specifically Word, Excel, and Statistical Softwares.
Research Associate	1	Bachelor degree in Economics/ Statistics/ MBA	2 (two) years of post-qualification experience	<ul style="list-style-type: none"> • Collection / Compilation and analysis of data through Primary & Secondary Research • Proficiency in using Information Technology specifically Word, Excel, and Statistical Softwares.

10. REPORTING

10.1 The Consultant shall submit its reports as per the deliverables specified in Clause 11.

10.2 The Consultant will work closely with the Authority and will be responsible for the overall completion of Assignment.

11. DELIVERABLES

Sr. No.	Deliverables	Timeline from the date of commencement (in Month)	Key Dates*
1	Preparation of Draft Memorandum	3	KD1

Sr. No.	Deliverables	Timeline from the date of commencement (in Month)	Key Dates*
2	Preparation of Presentation & Draft of Major point for Discussion	4	KD1+1
3	Preparation of Final Memorandum	5	KD1+2
4	Preparation of final presentation & points for discussion along with descriptive notes	6	KD1+3
5	Visit & meeting of the Commission with State Government & submission of supplementary memorandum, representation etc., if any	6	KD1+3

12. PAYMENT SCHEDULE

12.1 The total duration for the Consultancy shall be for a period of 6 months. The Payment to the Consultant shall be made as per the Man Month rate for the Key Personnel specified in the Form-2 of the Appendix-II. The duration of the Consultancy may be extended by the Authority, through one or more extension orders, subject to the proviso that the total extension period shall not be more that 6 (six) months. During such extension(s), the Authority, at its sole discretion, may require the full/ partial team of the consultant to provide services. During such period of extension the Payment shall be made as per the Man Month rate of the respective Key Personnel specified in the Form-2 of the Appendix-II. Further additional Key personnel may be added in the proposed Consultancy Team at the sole discretion of the Authority. In such case the payment for such additional Key Personnel shall be made as per the Man Month rate of the respective Key Personnel in the Form-2 of the Appendix-II.

All terms & conditions including those under Substitution of Key Personnel shall remain the same during the extension period and hold true as if the Consultancy has been procured for a period totaling Project Duration and extension period.

12.2 Payment for the services of the Consultant shall be based on actual number of man days of the Key Personnel deployed by the Consultant.

If professional fees are quoted in terms of person months, then daily fee rate for inputs that are a fraction of a month will be calculated by dividing the monthly rate by 30 for arriving at a daily rate for each calendar day. Remuneration will be payable for intervening Government of Madhya Pradesh Holidays and weekends, except for the weekend that falls at the end of a particular input time. The Authority may require the consultancy team to work on any such Government holiday/weekend. The day of arrival and departure will be considered as working days provided the time of arrival is in the AM and the time of departure is in the PM.

- 12.3 All payments to the Consultant shall be released after confirmation of the work done from the Finance Department, GoMP.

SCHEDULE-2

**AGREEMENT
FOR
APPOINTMENT OF CONSULTANT**

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AGREEMENT Appointment of Consultant for Preparation of Memorandum of the Government of Madhya Pradesh to the Fifteenth Finance Commission

AGREEMENT No.....

This AGREEMENT (hereinafter called the “Agreement”) is made on the day of the month of2***, between, on the one hand, the Directorate of Institutional Finance, Government of Madhya Pradesh acting through Joint Director, DIF (hereinafter called the “Authority” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand,(hereinafter called the “Consultant” which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority vide its Request for Proposal for Appointment of Consultant for Preparation of Memorandum of the Government of Madhya Pradesh to the Fifteenth Finance Commission (hereinafter called the “**Consultancy**”), has decided to appoint a Consultant for Preparation of Memorandum of the Government of Madhya Pradesh to the Fifteenth Finance Commission, preparation of additional documents related to Fifteenth Finance Commission, and incidental activities related to preparation of the documents. (the “**Assignment**”).
- (B) the Consultant submitted its proposals for the aforesaid Assignment, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the “**LOA**”);and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a) “Agreement” means this Agreement, together with all the Annexes;
- b) “Agreement Value” shall have the meaning set forth in Clause 6.1.2;
- c) “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;

- d) “Confidential Information” shall have the meaning set forth in Clause 3.2;
- e) “Dispute” shall have the meaning set forth in Clause 9.2.1;
- f) “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- g) “Government” means the Government of Madhya Pradesh;
- h) “INR, Re. or Rs.” means Indian Rupees;
- i) “Party” means the Authority or the Consultant, as the case may be, and Parties means both of them;
- j) “Personnel” means persons hired by the Consultant as employees or retainers and assigned to the performance of the Services or any part thereof;
- k) “Resident Personnel” means such persons who at the time of being so hired had their domicile inside India;
- l) “RFP” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- m) “Services” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- n) “Third Party” means any person or entity other than the Government, the Authority, the Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement
- (b) Annexes of Agreement
- (c) RFP; and
- (d) Letter of Award

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Bhopal shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The tables of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.7.2 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside ***** may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number/address as the Consultant may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.7.3 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Bhopal it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and

(c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.7.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.7.2.

1.7.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

Name & Designation: *****

Tel: *****

Fax: *****

email: *****

1.7.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

Name & Designation: *****

Tel: *****

Mobile: *****

Fax: *****

E~mail* *****

1.8 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

1.9 Location

- 1.9.1 The Services shall be performed at the office space provided to the Consultancy Team by the Authority (“the **Project Office**”), in accordance with the provisions of RFP. The Authority shall only provide office space for the Key personnel. All Key Personnel, except the Team Leader, are required to be based in Bhopal.
- 1.9.2 The Authority requires and the Consultant agrees and undertakes to provide Services on a best effort basis and without any unreasonable delay.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “**Effective Date**”).

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Date of the agreement, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 1 (one) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination.

2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire after the completion of 6 (six) month from the effective date i.e. on.....,provided that the total period of such extension(s) shall not exceed 6 (six) months as per provision of Clause 12.1 of ToR.

2.5 Entire Agreement

- 2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.
- 2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Deleted

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 15 (fifteen) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows

to be false;

- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.2 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.4, as relate to the Consultant's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses

2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.7 or 3.8 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the payments of remuneration pursuant to Clause 6 till the period prior to the date of termination to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority)

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall be subject to terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

3.1.2 Terms of Reference

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (the "ToR") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Personnel and agents of the Consultant and, comply with the Applicable Laws.

3.1.4 Consultant not to benefit from commissions discounts, etc.

The cost of services of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

- 3.1.5 The Consultant and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, towards, *inter alia*, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.
- 3.1.6 Without prejudice to the rights of the Authority under Clause 3.1.5 and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.1.7 For the purposes of Clauses 3.1.5 and 3.1.6, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment 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 Selection Process or LOA or dealing with matters concerning the Agreement 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) engaging in any manner whatsoever, whether during the Selection Process or after the issue of 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 adviser the Authority in relation to any matter concerning the Project;

- (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression 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 person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (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;
- (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.

3.2 Confidentiality

The Consultant, shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (“Confidential Information”), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Personnel or either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Personnel or either of them or becomes a part of the public knowledge from a source other than the Consultant, its Personnel or either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Personnel or either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or Personnel of either of them, as is reasonable under the circumstances; provided, however,

that the Consultant or its or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.3 Liability of the Consultant

3.3.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.3.2 The Consultant shall, subject to the limitation specified in Clause 3.3.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.3.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.

3.3.4 This limitation of liability specified in Clause 3.3.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to the Agreement Value.

3.4 Accounting, inspection and auditing

The Consultant shall keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc. and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and

3.5 Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) Appointing such members of the professional personnel as are not listed in Annex-2;
- (b) any other action that is not specified in this Agreement.

3.6 Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.7 Documents Ownership

3.7.1 All reports and other documents (collectively referred to as “**Consultancy Documents**”) prepared by the Consultant in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.7.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority. The Consultant may retain a copy of such Consultancy Documents. The Consultant shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.7.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as “**Claims**”) which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.8 Materials furnished by the Authority

Materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

3.9 Accuracy of Documents

The Consultant shall be responsible for accuracy of the documents drafted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Consultant shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

4. CONSULTANT'S PERSONNEL

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

The designations, names and other particulars of each of the Consultant's Key Personnel required in carrying out the Services are described in Annex-2 of this Agreement.

4.3 Approval of Personnel

4.3.1 The Key Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Key Personnel shall be engaged without prior approval of the Authority.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-11) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. It is further clarified that no additional payment will be paid in addition to the Key Personnel as specified in Annex-2 Deployment of Key Personnel.

4.4 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of the Team Leader shall be permitted only once upon reduction of 25% (twenty five per cent) of the remuneration specified for the original Key Personnel. In addition to the above, substitution of the Senior Economist/ Economist shall be permitted only once upon reduction of 15% (fifteen per cent) of the remuneration specified for the original Key Personnel and substitution of the Consultant shall be permitted only once upon reduction of 10% (ten per cent) of the remuneration specified for the original Key Personnel.

The Consultant should specifically note that substitution of the Team Leader will not normally be considered during the implementation of the Agreement and may lead to disqualification of the Applicant or termination of the Agreement. The Team Leader must commit the time required for and be available for delivering the Consultancy in accordance with the terms specified herein.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Personnel to perform the Services; and
- (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the fee otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

The Goods & Service Tax and other taxes other than income tax, as may be applicable from time to time, on the payment of the professional fees to the Consultant, shall be borne by the Authority.

5.3 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Cost of the Services and Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex- 3 of the Agreement.

6.1.2 The payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). The Parties agree that the Agreement Value is Rs..... (Rs.....).

6.2 Currency of payment

All payments shall be made in Indian Rupees.

6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

- (a) All payments to the Consultant shall be released after confirmation from the Finance Department, GoMP.
- (b) The Consultant shall be paid for its services as per the Payment Schedule at Annex-4 of this Agreement, and Clauses 5.3, and 12 of the TOR, and the rates specified in Annex-3 of this Agreement, subject to the Consultant fulfilling the following conditions:
 - (i) No payment shall be due till the Consultant completes to the satisfaction of the Authority the work pertaining to any pending Deliverable, extension of which has not been explicitly agreed by the Authority; and
 - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- (c) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars approved by Finance Department, GoMP as per Clause Subject to clause 6.3. (a) (the “**Due Date**”). Interest at the rate of 10% (ten per cent) per annum shall become payable by the Authority as from the Due Date on any amount due by, but not paid on or before, such Due Date.
- (d) The payment under this Clause 6.3 shall be made only after the Deliverables shall have been submitted by the Consultant and approved as satisfactory by the Authority. The services for any Deliverable shall be deemed completed and accepted by the Authority and the Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the payment upon acceptance or deemed acceptance of the Deliverable by the Authority.
- (e) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (c). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (f) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 For the purposes of this Agreement, performance security shall be an amount equal to 10% (ten per cent) of the Agreement Value (the “Performance Security”) required to be provided in the form of a bank guarantee.

7.1.2 The Authority shall recover the liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) month after the expiry of this Agreement pursuant to clause 2.4 hereof.

7.1.3 The Consultant shall, furnish a Bank Guarantee substantially in the form specified at Annex-5 of this Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Additional Chief Secretary/ Principal Secretary Finance, GoMP and the Managing Partner/ Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of

written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

- 9.4.1** Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Bhopal and the language of arbitration proceedings shall be English.
- 9.4.2** There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 9.4.3** The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4** The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5** This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of Consultant:

For and on behalf of Authority

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

(Fax No.)

(Fax No.)

In the presence of:

1.

2.

Annex-1
Terms of Reference
(Reproduce Schedule-1 of RFP)

Annex-2
Deployment of Key Personnel
(Reproduce as per Form-6 of Appendix-I)

Annex-3
Cost of Services
(Reproduce as per Form-2 of Appendix-II)

Annex-4
Payment Schedule

PAYMENTS SHALL BE MADE TO THE CONSULTANT BASED ON MONTHLY BILLING

Annex-5

BANK GUARANTEE FOR PERFORMANCE SECURITY

To

[The Directorate of Institutional Finance,
Madhya Pradesh***** acting through

Joint Director, DIF]

In consideration of Joint Director, DIF acting on behalf of the Directorate of Institutional Finance, Madhya Pradesh (hereinafter referred as the “Authority”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s _____, having its office at (hereinafter referred as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no _____ dated ___ valued at Rs. ___ (Rupees___), (hereinafter referred to as the “Agreement”) Consultant for Preparation of Memorandum of the Government of Madhya Pradesh to the Fifteenth Finance Commission, and the Consultant having agreed to furnish Bank Guarantee amounting to Rs.....(Rupees.....) to the Authority for performance of the said Agreement.

We, (hereinafter referred to as the “Bank”) at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs...(Rupees....) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

- 2) We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the 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.....(Rupees.....).
- 3) We,.....(indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.
- 4) We,.....(indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the

performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

- 5) We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
- 6) This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
- 7) We,(indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
- 8) For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees ***** crore) only. 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 2 hereof, on or before [*** (indicate date falling 180 days after the Bid Due Date specified in the RFQ/ RFP for the Project)].

Dated, the day of 20
 For

Name of Bank)	(Signature, name and designation of the authorized signatory)
	Seal of the Bank:

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. 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.

Appendices

APPENDIX-I

LETTER OF PROPOSAL-FORM-1

(On Applicant's letter head)

(Date and Reference)

To,

Sub: Appointment of Consultant for Preparation of Memorandum of the Government of Madhya Pradesh to the Fifteenth Finance Commission.

Dear Sir,

With reference to your RFP Document dated....., I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for Preparation of Memorandum of the Government of Madhya Pradesh to the Fifteenth Finance Commission (the "Consultant"). The proposal is unconditional and unqualified.

2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;

8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.7 of the RFP document.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
11. I/We further certify that no investigation by a regulatory authority is pending either against us against our CEO or any of our Directors/Managers/employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
14. I/We agree to keep this offer valid for 90 (ninety) days from the PDD specified in the RFP.
15. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
16. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the format Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
17. In the event of my/our firm being selected as the Consultant, I/we agree and undertake to provide the services of the Key Personnel in accordance with the provisions of the RFP and that the Key Personnel shall be responsible for providing the agreed services himself and not through any other person or Associate.
18. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read

with the Financial Proposal shall constitute the Application which shall be binding on us.

20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

Signature,

Name and Designation of the Authorised Signatory

APPENDIX-I
PARTICULARS OF THE APPLICANT- FORM-2

1.1	Title of Consultancy:
1.2	State the following: Name of Firm: Legal status (e.g. sole proprietorship/partnership/company/LLP etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Name, designation, address and phone numbers of authorized signatory of the Applicant: Name: Designation: Company: Address: Phone No.: Fax No. : E-mail address:

1.3	<p>For the Applicant,, state the following information:</p> <p>i. In case of non-Indian Firm, does the Firm have business presence in India? Yes/No</p> <p>If so, provide the office addresses in India.</p> <p>ii. Has the Applicant or any of the Members in case of a consortium been penalised by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>iii. Has the Applicant/ or any of its Associates ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No</p> <p>iv. Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>v. Has the Applicant or any of its Associates, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
1.4	<p>(Signature, name and designation of the authorized signatory) For and on behalf of</p>

APPENDIX-I
STATEMENT OF LEGAL CAPACITY-FORM-3

(To be forwarded on the letter head of the Applicant)

Ref. Date:
To,

Dear Sir,

Sub: Appointment of Consultant for Preparation of Memorandum of the Government of Madhya Pradesh to the Fifteenth Finance Commission

I/We hereby confirm that we, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that(insert individual's name) will act as our Authorised Representative and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory

For and on behalf of

APPENDIX-I

POWER OF ATTORNEY- FORM-4

Know all men by these presents, We,(name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms./Son/daughter/wife and presently residing at,who is presently employed with/ retained by us and holding the position ofas our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) 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 appointment of Consultant for Preparation of Memorandum of the Government of Madhya Pradesh to the Fifteenth Finance Commission, proposed by the Directorate of Institutional Finance, 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, signing and execution of all contracts 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 till the entering into of the Agreement 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 Authorised 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 Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF..... , 20**

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

- 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 common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

APPENDIX-I
FINANCIAL CAPACITY OF THE APPLICANT- FORM-5

Sr. No.	Financial Year	Annual Professional Fee (in Rs.)
1.	2017-18	
2.	2016-17	
3.	2015-16	

Certificate from the Statutory Auditor

This is to certify that(name of the Applicant) has received the payments shown above against the respective years on account of Professional fees. The Applicant has received an average of Rs. (figure in words) per annum as professional fees during the preceding three financial years.

Date:

Signature:

Name and Designation of the Authorised Signatory:

Name and seal of the audit firm:

Note:

- 1. Please do not attach any printed Annual Financial Statement.**
- 2. In case Financial Statement for financial year 2017-18 is not available then provisional statement for financial year 2017-18 may be given.**

APPENDIX-I

PARTICULARS OF KEY PERSONNEL- FORM-6

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Name of Firm	Employed Since
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	Team Leader					
2.	Senior Economist/ Economist					
3.	Consultant					
4.	Research Associate -1					
5.	Research Associate-2					

APPENDIX-I
CURRICULUM VITAE (CV) OF KEY PERSONNEL- FORM-7

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:

Sr. No.	Degree Obtained	Name of Institution	Year of Completion
1.			
2.			

- Starting with latest Qualification
- List International Fellowship, if any

6. Employment Record:

Sr. No.	Name of the Organisation	Period of Employment		Position held
		From	To	
1.				
2.				

- Starting with present position, list in reverse order every employment held.
- List of International work experience, if any

7. List of all relevant assignment on which the Personnel has worked

- Name of assignment
- Name of the Client
- Designation of Key Personnel:
- Nature/ Brief description of Assignment
- Description of responsibilities
(refer Clause 2.2.2 (d) of respective Key personnel for desirable expertise)
- Report/ Memorandum produced during this assignment

8. Please enclose maximum five reports/ Memorandum as per clause 3.1.3 of RFP

Certification:

- 1) I am willing to work on the Assignment and I will be available for entire duration of the assignment as required.

2) I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

Place.....

(Signature and name of the Key Personnel)

(Signature and name of the authorised signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel and Professional Personnel.
2. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

APPENDIX-II
FINANCIAL PROPOSAL
COVERING LETTER -FORM-1
(On Applicant's letter head)

(Date and Reference)

To,

Dear Sir,

Subject: Appointment of Consultant for Preparation of Memorandum of the Government of Madhya Pradesh to the Fifteenth Finance Commission.

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for captioned Services.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

Signature

Name and Designation of the Authorised Signatory

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-II-
FINANCIAL PROPOSAL- FORM-2

Item No. (1)	Description (2)	Man Month Rate (Rs.) (3)	Maximum Input Month (4)	Total Amount (Rs.) (5)=(3*4)
A.	KEY- PERSONNEL COSTS			
1.	Team Leader		6 Months	
2.	Senior Economist/ Economist		6 Months	
3.	Consultant		6 Months	
4.	Research Associate		6 Months	
5.	Research Associate		6 Months	
	<i>Sub-total Personnel Costs (A):</i>			
B.	Goods & Services Tax @18% of (A)			
C.	TOTAL (including taxes) in Rs. In Indian Rupees, in figures In Indian Rupees, in words			

Authorized Signature:.....

Name:

Designation

Name of firm:.....

Address:.....

Note:

1. For the Purpose of Evaluation figures quoted in Row (C) shall be taken in to consideration.
2. Payment for the Services of the Key Personnel shall be based on actual number of man days of the personnel deployed by the Consultant.
3. The aforesaid fees, payable to the Consultant in accordance with the Financial Proposal, shall cover the costs of local telephone/fax, reasonable amount of in-house photocopying and stationery and costs of support staff. No additional charges in respect thereof shall be due or payable.
4. All payment shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.