

REQUEST FOR PROPOSAL

for

**Selection of consultant for financial services for MPHIDB,
Bhopal, Madhya Pradesh**

Issued by:

.....



**MADHYA PRADESH HOUSING AND INFRASTRUCTURE
DEVELOPMENT BOARD**

WEBSITE: www.mphousing.in

Disclaimer

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Madhya Pradesh Housing & Infrastructure Development Board (MPHIDB) or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This Request for Proposal (RFP) is an invitation by MPHIDB, to get Technical Bid and Financial Bid from the Applicants.

This RFP is not an agreement and is neither an offer nor invitation by the MPHIDB to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the MPHIDB in relation to the Consultancy services. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the MPHIDB, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP, may not be complete, accurate, adequate or correct. Reasonable care has been taken in its preparation and all information has been compiled in good faith. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The MPHIDB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The MPHIDB, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and

any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this Selection Process.

The MPHIDB also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The MPHIDB may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the MPHIDB is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy services and the MPHIDB reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the MPHIDB or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the MPHIDB shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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MADHYA PRADESH HOUSING AND INFRASTRUCTURE DEVELOPMENT BOARD

Division - 04,
Satellite Plaza Ayodhya Nagar, Bhopal M.P.

WEBSITE: www.mphousing.in

SYSTEM TENDER NO. - 2023_MPHID_322299_1

Ref. No:

Bhopal, dated

SECTION 1- NOTICE INVITING TENDER

Madhya Pradesh Housing & Infrastructure Development Board (MPHIDB) hereby invites online proposals through e-tendering mode from reputed consultants / firms for “**Selection of Handholding consultant for financial services for MPHIDB, Bhopal, Madhya Pradesh**”. Selection process would be as per RFP terms and conditions. Online bids are invited from interested bidders as per following details.

Name of Work	Cost of Tender Document	Earnest Money Deposit (EMD)
1	2	3
Selection of Handholding Consultant for financial services for MPHIDB, Bhopal, Madhya Pradesh	Rs. 12,500	Rs. 1,00,000

1. The bid documents can be purchased online only at www.mptenders.gov.in as per schedule: 31/01/2024 at 10:30 A.M. to 12/02/2024 at 05:30 P.M.
2. Interested bidders can view the detailed NIT on website <https://www.mptenders.gov.in>.
3. Key Dates are available on e-tender website.
4. Amendments to NIT if any would be published on website only, and not in newspapers.
5. MPHIDB reserves the right to cancel the tender at any time without assigning any reason.

Executive Engineer
M.P. Housing & Infra. Dev. Board Dn- 04,
Satellite Plaza Ayodhya Nagar, Bhopal M.P.
Mob No. 9406912100

Section 2 - INSTRUCTIONS TO BIDDERS

2.1 Definitions

1. "Applicable Guidelines" means the policies of the State and Government of India governing the selection and Contract award process as set forth in this RFP.
2. "Applicable Law" means the laws and any other instruments having the force of law in the country.
3. "Agency" means a legally-established professional Chartered Accountant Firm that may provide or provides the Services to MP Housing and Infrastructure Development Board under the Contract.
4. "Contract" means a legally binding written agreement signed between the Client ("hereinafter referred to MP Housing and Infrastructure Development Board.") and the Agency and includes all the attached documents listed in its RFP and the Appendices].
5. "Data Sheet" means an integral part of the Instructions to Agency (ITA) that is used to reflect assignment conditions to supplement, but not to over-write, the provisions of the ITA.
6. "Day" means a calendar day.
7. "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Agency.
8. "Government" means the State Government of Madhya Pradesh.
9. "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract.
10. "Proposal" means the Technical Proposal and the Financial Proposal of the Agency.
11. "RFP" means this Request for Proposals prepared by the Client for the selection of Agency.
12. "Services" means the work to be performed by the agency pursuant to the Contract.
13. TORs" (the Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Agency, and expected results and deliverables of the assignment.
14. "Employer" means the Madhya Pradesh Housing & Infrastructure Development Board (MPHIDB), Bhopal who have invited the bids for consultancy services and with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
15. "Consultant / Bidder / Agency" means any entity who have been invited to submit their proposals that may provide or provides the Services to the Employer under the Contract.
16. "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
17. "Project specific information" means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
18. "Day" means calendar day.
19. "Government" means the Government of Madhya Pradesh
20. "Instructions to Consultants" (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their proposals.

21. "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Employer to the consultants.
22. "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof;
23. "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Domestic Personnel" means such professionals and support staff who at the time of being so provided had their domicile in India.
24. "Proposal" means the Technical Proposal and the Financial Proposal.
25. "RFP" means the Request for Proposal prepared by the Employer for the selection of Consultants.
26. "RFP" means the Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.
27. "Assignment / job" means the work to be performed by the Consultant pursuant to the Contract.
28. "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Assignment/job.
29. "Terms of Reference" (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

2.2 Introduction

1. The Employer named in the Part II Data Sheet will select a consulting firm/organization (the Consultant), in accordance with the method of selection specified in the Part II Data Sheet.
2. The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section 5.
3. The date, time and address for submission of the proposal have been given in sub-clause Data Sheet.
4. The Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Data Sheet at www.mptenders.gov.in. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
5. Consultants should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and Local conditions, Consultants are encouraged to meet the Employer's representative named in Data Sheet before submitting a proposal and to attend a pre-proposal meeting. The date, time and venue of the pre-proposal meeting is mentioned in Part II Data Sheet. Attending the pre-proposal meeting is optional. Consultants should contact the Employer's representative to obtain additional information on the pre-proposal meeting. Consultants should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.
6. The Employer will provide at no cost to the Consultants the inputs and facilities specified in the Part II Data Sheet, assist the consultants in obtaining licenses and permits needed to carry out the Assignment/job, and make available relevant project data and reports.
7. Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2.3 Eligibility of Association of consultants and Sub-Consultants

1. Association or Sub consultants cannot be counted towards eligibility of the bidder.

2.4 Clarification and Amendment of RFP Documents

1. Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Part II Data Sheet. The Employer may respond in writing, or by standard electronic means and shall upload the response on Employer's official website. Should the Employer deem it necessary to amend the RFP as a result of a clarification.
2. At any time before the submission of proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be

uploaded on e-tender portal. Consultants shall consider all amendments as part of RFP and all such amendments will be binding on Consultants. To give Consultants reasonable time in which to take an amendment into account in their proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of proposal.

2.5 Conflict of Interest

1. Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interest's paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
2. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.

2.6 Proposal

1. A Consultant shall submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Subconsultant, including individual experts, to more than one proposal.

2.7 Validity of Proposal

1. The Part II Data Sheet to consultant indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals; under such circumstance the Employer shall not consider such proposal for further evaluation.

2.8 Preparation of Proposals

1. The Proposal as well as all related correspondence exchanged by the Consultants and the Employer shall be written in English language, unless specified otherwise.
2. In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3. While preparing the Technical Proposal, Consultants must give particular attention to the following:
 - a. The proposed staff at the stage of bidding and submission of technical bid does not require to submit undertaking of professional staff about their declaration & willingness. The estimated number of Professional staff-days for the Assignment/job is as shown in the Data sheet. However, the Proposal shall be based on the number of Professional staff-days or budget estimated by the Consultants. **While making the proposal, the consultant must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.**
 - b. Final selection of key experts will be done by the employer, after conducting interview with the professional staff & if selected by the employer the consultant needs to submit the undertaking.
4. Depending on the nature of the Assignment/job, Consultants are required to submit a **Technical Proposal (TP) in forms provided in Section-III. The Part II of Data sheet in Section-II indicates the formats of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed nonresponsive.** The Technical Proposal shall provide the information indicated in the following paras from under 2.8 Preparation of Proposals using the forms attached in the same.
5. FORM TECH-1 - LETTER OF PROPOSAL SUBMISSION is a sample letter of technical proposal which is to be submitted along with the technical proposal.
 - a. A brief description of the consultant's organization. For each Assignment/ job, the outline should indicate the names of Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a consortium. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal. In case of non-submission of letter of award/copy of contract along with the scope of work/terms of reference, such assignment / job will not be considered for evaluation.
 - b. Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job; and on requirements for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. to be provided by the Employer (FORM TECH-3 – COMMENTS AND SUGGESTIONS).
 - c. A Presentation with description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule.

Guidance on the content of this section of the Technical Proposals is provided under SECTION 5 TECHNICAL PROPOSAL FORMS.

- d. The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks is to be provided in FORM TECH-6 – .
 - e. Estimates of the staff input needed to carry out the Assignment/job needs to be given in ~~FORM TECH-8 – STAFFING SCHEDULE~~. The staff-months input should be indicated separately for each location i.e. home office or project office, where the Consultants have to work and / or provide their key staff.
 - f. CVs of the Professional staff as mentioned in para 9.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (FORM TECH-7 – CURRICULUM VITAE).
 - g. A detailed description of the proposed technical approach and methodology needs to be given (FORM TECH-4 – APPROACH AND METHODOLOGY).
6. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared nonresponsive.
7. **Financial Proposals: 8.1** The Financial Proposal shall be prepared and submitted online only (Sample format of the same is placed as Section 4). It shall list all costs associated with the Assignment/job, including (a) remuneration for staff and (b) reimbursable expenses. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

2.9 Taxes

1. The Consultant shall fully familiarize themselves about the applicable Domestic taxes (such as: GST, income tax etc.) on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant in the financial proposal except GST. The GST levied on such services shall be payable extra by EMPLOYER at then prevailing rate on every payment made to the Consultant for professional fee. Income tax as applicable shall be deducted at source from every payment.

2.10 Currency

1. Consultants shall express the price of their Assignment/job in Indian National Rupees (INR) only. For any other currencies, Consultant shall provide equivalent values in INR as per RBI exchange rate as on date of release of RFP.

2.11 Earnest Money Deposit (EMD), RFP Fee and Performance Guarantee

2.11.1 Earnest Money Deposit

- a. An EMD of Rs. 1,00,000/- to be submitted online through the modes available in online tender portal.
- b. Proposals not accompanied by EMD shall be rejected as non-responsive.

- c. The EMD of the unsuccessful bidders would be returned back within 30 days of signing of the contract. In case, RFP is cancelled by the Employer, the EMD of the bidders would be returned back within 30 days of such cancellation.

2.11.2 Forfeiture of EMD

- a. The EMD shall be forfeited by the Employer in the following events:
 - i. If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
 - ii. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
 - iii. If the consultant tries to influence the evaluation process.

2.11.3 RFP Fee

- a. All consultants are required to pay Rs. 12,500/- towards RFP Fee online via mode available in e-tender portal. The RFP Fee is Non-Refundable.
- b. **Please note that the Proposal, which does not include the RFP fee, would be rejected as non-responsive.**

2.11.4 Performance Guarantee

- a. The selected consultant shall be required to furnish a Performance Guarantee equivalent to 5% of the contract value rounded off to the nearest thousand Indian Rupees in the form of FDR / unconditional and irrevocable bank guarantee from a scheduled commercial bank in India for the period of contract with 90 days claim period. The Performance Guarantee must be submitted after award of contract but before signing of consultancy contract. Successful bidder has to renew the Performance Guarantee on same terms and conditions for the period up to contract including extension period, if any. Performance Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/ recovering of any dues recoverable/payable from/by the Consultant on any account under the contract. On submission of performance guarantee and after signing of the contract, EMD would be returned.

2.12 Submission, Receipt, and Opening of Proposal

The bidders are required to submit digitally signed Bid i.e. Envelope A, B & C by e-tender only at www.mptenders.gov.in in following manner:

1. Envelope A – Envelope A must contain Proof of payment made towards the cost of RFP and EMD i.e., transaction receipt, acknowledgment; it is to be submitted online on or before the proposal due date.
2. Envelope B (Technical Bid) – To be submitted online on or before the proposal due date. All Technical forms and documents shall be scanned and submitted online. Technical proposal

shall be opened for those consultants, who are found responsive in Envelope A. Envelope B shall not be opened for those consultants who are found nonresponsive in Envelope A.

3. Envelope C- The Financial bid submitted online only on e-tender website will be opened for those who qualifies in technical proposal of Envelopes A & B.
4. The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of SECTION 5 TECHNICAL PROPOSAL FORMS and SECTION 6 FINANCIAL PROPOSAL FORMS.
5. An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
6. The consultant will submit CV's of all key experts with proof of Qualification degrees & Certificate for Graduation & Post graduation.
7. Consultant should note that the undertaking of key expert, confirming their willingness to work for the agency will be required only by the final selected or winning consulting agency.
8. The Technical proposal shall be opened at the time, date and venue mentioned in Data Sheet.
9. Non-Responsive Bids: A proposal will be considered non-responsive if any item under the following check list is not adhered to by bidder:

Sl. No.	Item	Check List (Yes/No)
1	RFP Fee Enclosed	
2	Earnest Money Deposit enclosed	
3	All pages of the bid signed by the authorized representative	
4	All the required forms of Technical Proposal	
5	Provided CVs of all the required professionals with the required expertise	

2.13 Proposal Evaluation

1. From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
2. The employer has constituted a Committee for Selection of Consultants which will carry out the entire evaluation process.
3. **Evaluation of Technical Proposals: Technical proposals not submitted as per formats specified in this RFP will be considered non-responsive**: Committee while evaluating the responsive Technical Proposals shall have no access to the Financial Proposals until the

technical evaluation is concluded, and the competent authority accepts the recommendation.

4. The committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain **unopened**. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.
5. **Public opening & evaluation of the Financial Proposals:** Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified the Data sheet, in the presence of the Consultants' representatives who choose to attend.
6. **Financial proposals not submitted as per formats specified in this RFP will be considered non-responsive.** The committee will correct any computational errors only in responsive financial proposals. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.
7. After opening of financial proposals, **QCBS** method shall be applied to determine the consultant who will be declared winner and be eligible for award of the contract.

2.14 Deleted

2.15 Award of Contract

1. Employer shall issue a Letter of Intent to the selected Consultant.
2. The consultants will sign the contract after fulfilling all the formalities/preconditions mentioned in the form of contract in Section-6, within 10 days of issuance of the letter of intent.
3. The Consultant is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

2.16 Confidentiality

1. Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

SECTION 3 - DATA SHEET

Clause No.	Particulars of Data Sheet
1.	Name of the Employer: Madhya Pradesh Housing & Infrastructure Development Board (MPHIDB), Bhopal
2.	Name of the Assignment/job is: RFP Selection of consultant for financial services for MPHIDB, Bhopal, Madhya Pradesh
3.	The Employer's representative is: Executive Engineer M.P. Housing & Infra. Dev. Board Dn- 04, Satellite Plaza Ayodhya Nagar, Bhopal M.P.
	A pre-proposal meeting has been held on: Not applicable
	Date:
	Time:
	Venue/Address : Madhya Pradesh Housing & Infrastructure Development Board (MPHIDB), C Block, 4 th floor, Paryawas Bhawan, Mother Teresa Road, Area Hills, Bhopal, Madhya Pradesh
	Telephone : +91-9406912100 E-mail: ahc2hb@mp.gov.in ; Website: www.mphousing.in
4.	The Employer will provide the following inputs and facilities: <ul style="list-style-type: none"> • The Authority shall make available all existing information & all available engineering & survey data available with the Authority to the consultant, wherever possible; • The Authority shall bear the applicable mandatory fees required for approvals and provide the required application letters/ documents for approval wherever and whenever required;
5.	Clarifications may be requested not later than 3 days before the pre- proposal / pre-bid meeting.
	The address for requesting clarifications is:
	E-mail: ahc2hb@mp.gov.in ; Website: www.mphousing.in
6.	Proposals must remain valid for 120 days after the submission date.
7.	The envisaged key personnel positions for undertaking the consultancy are given in section 8 under Section 7.

Clause No.	Particulars of Data Sheet
8.	The formats of the Technical Proposal to be submitted are:
	Form Tech 1: Letter of Proposal submission
	Form Tech 2: Consultant's organization & experience
	Form Tech 3: Comments & suggestions on TOR
	Form Tech 4: Approach & methodology
	Form Tech 5: Financial Capacity
	Form Tech 6: Team Composition and Assignment
	Form Tech 7: Curriculum Vitae
	Form Tech 8: Staffing Schedule
	Form Tech 9: Work Schedule
9.	Consultant to state the cost in Indian Rupees:
10.	Consultant must submit the proposal with financial bid online through MP e-tender portal
11.	Date & time for submission of proposal/ bid:
	Date: 12-02-2024
	Time: 05:30 PM
12.	Date, Time and Venue of Opening of Technical Bid:
	Date : 13-02-2024
	Time: 05:30 PM
	Venue: Madhya Pradesh Housing & Infrastructure Development Board (MPHIDB), Bhopal Executive Engineer M.P. Housing & Infra. Dev. Board Dn- 04, Satellite Plaza Ayodhya Nagar, Bhopal M.P.
13.	Evaluation Criteria: Refer section 4
14.	Minimum eligibility criteria for bidder are as under:
	<ul style="list-style-type: none"> The agency should be registered with "The Institute of Chartered Accountants of India (ICAI). Registration Certificate from ICAI is to be submitted by bidder. The Handholding Consultant should have a valid GST and Permanent Account Number. PAN and GST registration certificates is to be submitted by bidder. The firm should be empanelled with Comptroller and Auditor General of India (C&AG). Document substantiating the empanelment with C&AG is to be submitted by bidder. The firm should have been in operation for at least past 10 years and have head office in Madhya Pradesh for at least past 3 years. Firm Registration Certificate with ICAI is to be submitted by bidder. The agency should have a valid peer review certificate as prescribed

Clause No.	Particulars of Data Sheet
	<p>under the rules of ICAI. Copy of the certificate to be attached.</p> <ul style="list-style-type: none"> • The agency should have at least 4 chartered accountants as partner. Firm Registration Certificate with ICAI which indicates number of partners is to be submitted by bidder. • The applicant must have valid Goods and Service Tax (GST) registration. • The reputed firms / organizations / agencies, etc. shall not be eligible if it has been presently blacklisted by any State/ Union Territory / Central Government/ PSU / Municipal Corporation in India as on the date of Notice Inviting Tender • Average annual turnover of the firm / bidder for the last three years F.Y. 2022-23, 2021-22, 2020-21 should be more than Rs. 100 Lakh. Copy of the Audited Balance sheets along with certificate from CA / Statutory auditor to be attached by the bidder.
15.	<p>Date, Time and Venue of Opening of Financial Proposal:</p> <p>Date: TO BE INTIMATED AT A LATER DATE T SELECTED CONSULTANT</p> <p>Time: TO BE INTIMATED AT A LATER DATE TO SELECTED CONSULTANT</p> <p>Venue: Madhya Pradesh Housing & Infrastructure Development Board (MPHIDB), Bhopal</p>
16.	<p>Method of Selection:</p> <p>In deciding the final selection of the consultant, the technical quality of the proposal will be given a weightage of 80%. The method of evaluation of technical qualification will follow the procedure given in clause no. 13 above. The price bids of only those qualified bidders who score more than 60 marks in technical evaluation will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. The financial proposal shall be allocated weight of 20%. For working out the combined score, the employer will use the following formula:</p> <p>Total points = [0.80x T(s)] + [0.20xLEC/EC], where</p> <p>T (s) stands for technical score</p> <p>EC stands for Evaluated Cost of the financial proposal.</p> <p>LEC stands for Lowest Evaluated Cost of the financial proposal.</p>
17.	The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract.
18.	Expected date for commencement of consulting Assignment / job : 01/03/2024
19.	Location for performance assignment / job: Anywhere in Madhya Pradesh
20.	Joint Venture / Consortium – Not allowed

SECTION 4. EVALUATION MARKING

Detailed Technical Qualifications Assessment:

Technical Bid Evaluation Criteria

S.No.	Particulars	Marks
Part A		
1	Experience of the consultant firm (a + b + c + d + e)	Maximum Marks-75
a	The firm should have been in operation for at least past 10 years and have head office in Madhya Pradesh for at least past 3 years.	Total Marks – 15
	10 - 15 years	5 Marks
	Above 15 – up to 20 years	10 Marks
	Above 20 years	15 Marks
b	The Handholding Consultant should have at least 4 Chartered Accountants as partner.	Total Marks – 15
	5-8 Partners	5 Marks
	9-12 Partners	10 Marks
	More Than 12 Partners	15 Marks
c	Details of experience of professional work related to accounting / finance (GST, TDS, Taxation etc.) / audit and other similar assignments with the Government Departments/Undertakings/ULBs (Out of which 3 Assignment should have minimum fees of Rs. 5 Lacs) [Documentary proof/ work orders/client certificates/ completion certificates to be submitted].	Total Marks – 15
	3 projects	5 Marks
	Above 3 – Up to 5 projects	10 Marks
	Above 5 projects	15 Marks
d	Experience in the settlement of litigated liabilities with the Bankers/Financial Institutions/labours on behalf of MP State Government department/undertakings of at least Rs. 100 crores. (Documentary proof should include work order / letter of appointment / and Experience certificate either issued by the Banks/FIs or the authority for which such settlement has been made)	Total Marks - 15
	100-500 crores	05 Marks
	Above 500- Up to 1000 crores	10 Marks
	Above 1000 crores	15 Marks
e	Experience of fund raising for MP State Government/ULBs or their undertakings in last 10 financial years. (Documentary proof should include work order / letter of appointment / and	Total Marks - 15

S.No.	Particulars	Marks
	Experience certificate either issued by the Banks/FIs or the authority for which such settlement has been made)	
	100-500 crores	5
	Above 500- up to 750 crores	10
	750 crores and above	15
2	Financial strength of the consultant firm (Tr) (Average annual turnover of the firm / bidder for the last 3 years F.Y. 2022-23, 2021-22, 2020-21)	Maximum Marks-15
	Up to 100 Lakh	05 Marks
	Above 100 Lakh – 150 Lakh	10 Marks
	More than 150 Lakh	15 Marks
Part B		
3	Submission of hard copy of presentation of proposed methodology and work plan in response to the terms of reference	Maximum Marks-10
	Grand Total	100
	Qualifying Marks	60

- Any proposal not complying with the instructions or is poorly presented or has omissions shall be liable to rejection at this stage.
- Bidders will be considered qualified technically if they score a minimum of 60 marks.

SECTION 5 TECHNICAL PROPOSAL FORMS

FORM TECH-1 - LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To
The Executive Engineer
Madhya Pradesh Housing & Infrastructure Development Board (MPHIDB), Bhopal

Subject: - Technical Proposal for “**Selection of consultant for financial services for MPHIDB, Bhopal, Madhya Pradesh**”.

Dear Sir,

We, the undersigned, offer to provide the Consulting Services for captioned assignment in accordance with your Request for Proposal dated **[Insert Date]** and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and a Financial Proposal online under a separate envelope.

We hereby declare that we have read the Terms and Conditions and all information included in the RFP, and abide by the same, and specifically to conditions mentioned.

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

We confirm that all personnel named in the tender will be available to undertake the services. We undertake, if our Proposal is accepted, to initiate the Consulting Services related to the assignment not later than the date indicated in the Bid Data Sheet.

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

Yours sincerely,

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

FORM TECH-2 - CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the consultant has formed a consortium, details of each of the member of the consortium, name of lead members etc shall be provided]

B - Consultant's Experience

[Using the format below, provide information on each Assignment/job along with a copy of the letter of award /copy of contract for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job (If possible, the employer shall specify exact assignment / job for which experience details may be submitted). In case of consortium, association of consultant, the consultant must furnish the following information for each of the consortium member separately.

1. Firm's name:

Project Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Start date	
Completion date	
Duration of the project	
Other Relevant Information (if any)	

Supporting Documents enclosed (v):

Work Order received from Client/ Copy of Contract signed between Implementation Partner and client

Scope of Work highlighted(Y/N)

Period of Contract

Highlighted(Y/N)

Other (if any)

FORM TECH-3 – COMMENTS AND SUGGESTIONS

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

A - On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point and incorporated in your Proposal.]

B - On Inputs and Facilities to be provided by the employer

[Comment here on Inputs and facilities to be provided by the Employer according to Paragraph 6 of the Part II Special information to consultants including: administrative support, office space, Domestic transportation, equipment, data, etc.]

FORM TECH-4 – APPROACH AND METHODOLOGY

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

Technical approach, methodology and work plan are key components of the Technical Proposal.

You are suggested to present your Technical Proposal divided into the following three chapters:

a) Technical Approach and Methodology,

b) Work Plan, and

c) Organization and Staffing,

a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan.** The consultant should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of FORM TECH-9 - WORK SCHEDULE.

c) **Organization and Staffing.** The consultant should **propose and justify** the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]

FORM TECH-5 – FINANCIAL CAPACITY

FINANCIAL CAPACITY OF THE CONSULTANT¹

S. No.	Financial Year	Annual Turnover (INR)

Certificate from the Statutory Auditor²

This is to certify that (Name of the Consultant) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

¹Please do not attach any printed Annual Financial Statement

² In case the Consultant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant

FORM TECH-6 – TEAM COMPOSITION AND ASSIGNMENT

TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS

Professional Staff

Sr. No.	Name of Staff	Name of Firm	Area of Expertise	Position / Task assigned for this job

FORM TECH-7 – CURRICULUM VITAE

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL RESOURCES

1. Proposed Position:

[For each position of key professional separate form Tech-6 will be prepared]:

2. Name of Firm:

[Insert name of firm proposing the staff]:

3. Name of Staff:

[Insert full name]:

4. Date of Birth:

5. Nationality:

6. Education:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

[List countries where staff has worked in the last ten years]:

10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

11. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:

To [Year]:

Employer:

Positions held:

12. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment/job]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

Place:

[Signature of staff member or authorized representative of the staff]

[Signature of staff member or authorized representative of the staff]

[Full name of authorized representative]:

FORM TECH 8 – STAFFING SCHEDULE

S.No. Name of Staff _____ Staff input (in the form of a bar chart) _____ Total Months/days
_____ 1 2 3 4 5 6 7 8 9 10 11 12

~~1.~~

~~2.~~

~~3.~~

Note:

- 1 ~~For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).~~
- 2 ~~Months are counted from the start of the Assignment/job. All inputs are field inputs.~~

~~FORM TECH 9 – WORK SCHEDULE~~

S.No.	Activity Months												Total Months
	1	2	3	4	5	6	7	8	9	10	11	12	

~~1.~~

~~2.~~

~~3.~~

~~4.~~

~~1 Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased Assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.~~

~~2 Duration of activities shall be indicated in the form of a bar chart.~~

FORM TECH-10 - COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT CONTRACT

[Here the consultant shall mention any suggestion / views on the draft contract attached with the RFP document. The consultant may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]

FORM TECH-11 – CONFLICT OF INTEREST

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your firm or group entity or any member of the consortium which are of conflicting nature as mentioned in para 5 of section 2. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / company / group firm or any of the members of the firm are not indulged in any such activities which can be termed as the conflicting activities under clause 2.5 Conflict of Interest. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

SECTION – 6 FINANCIAL PROPOSAL FORMS

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To
The Executive Engineer
Madhya Pradesh Housing & Infrastructure Development Board (MPHIDB), Bhopal

Dear Sir,

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for *Selection of consultant for financial services for MPHIDB, Bhopal, Madhya Pradesh* in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

I/We agree that this offer shall remain valid for a period of 120 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 online at envelope C as per format given in e-tender portal.

FORM FIN-2 FINANCIAL PROPOSAL

Financial Proposal for Selection of consultant for financial services for MPHIDB, Bhopal, Madhya Pradesh

S. No.	Particulars	Amount in Indian Rupees (in figures)	Amount in Indian Rupees (in words)
1	Total Fee for services as per TOR (Total Remuneration per year)		

Authorized Signature:.....

Name:

Designation

Name of Firm

Address:.....

Note:

1. For avoidance of doubt, Total Fee shall be considered as amount of Financial Proposal for the purpose of evaluation as per clause 2.13 Proposal Evaluation.
2. Any additional expenses incurred for the activities/travel performed and other out of pocket expenses on official duty, incurred shall be reimbursed on submission of actual bills.
3. All payments shall be made in Indian Rupees. The Remuneration expenses shall be inclusive of all taxes except GST. The GST shall be paid additionally to the Consultant in accordance with applicable laws.

Note: The Financial Proposal is to be submitted online at envelope C as per format given in e-tender portal.

SECTION – 7 TERMS OF REFERENCE

1. Introduction

The Madhya Pradesh Housing & Infrastructure Development Board (MPHIDB) is the nodal agency in Madhya Pradesh for creating enabling environment for urban housing and undertaking housing and allied infrastructure projects across the State of Madhya Pradesh. MPHIDB continually undertakes the construction and sale of buildings in different categories, including residential, residential cum commercial, E.W.S., L.I.G., and others, to meet the diverse demands of the city's populace, showcasing its unwavering dedication to state's progress and development. Since its inception in 1972, MPHIDB has developed more than 3 lakhs housing units across Madhya Pradesh and remains one of the largest public players in real estate sector in Madhya Pradesh.

MPHIDB proposes to invite proposals from Chartered Accountants firms with experience of working in the domain of debt syndication, financial modelling, financial analysis, conducting viability studies, asset monetization, Joint Venture management, claim settlement, negotiation with financial Institution and other financial aspects. MPHIDB has been bestowed with the responsibility of maximizing the value of the underlying assets with state government and use them for the development of Housing and other infrastructure project in the state.

2. Scope of Work

The scope of consultancy services includes all major areas and shall not be limited to following activities:

- a. Financial assessment of Housing Infrastructure and development projects
- b. The financial models developed for the project should contain at least the following head
 - i. Cash flow statements , financial analysis and projections for at least 10 years
 - ii. Estimated Balance Sheet and P&L projections for at least 10 years
 - iii. Determining the indicative structure for developing the Project – optimizing the Project structure under various implementation options.
 - iv. Defining and suggesting institutional framework for implementation of the Project
- c. Evaluation, negotiation and finalization of various claims and liabilities on account of workers, financial institutions and other claimants.
- d. Discussion, deliberation and documentation with various agencies like Official liquidator, advocates, solicitors, resolution professionals and other agencies directly and indirectly involved in the process.
- e. Preparation of reports, presentations required from time to time.
- f. Creation of Special purpose vehicle (if any) and framing its Board structure/ shareholding structure between the stakeholders.
- g. The consultant shall be responsible for the financial arrangement in the SPVs for the execution of the projects through raising of funds from Bank / Financial institutions or

any nonconventional methods like Asset monetization, raising of funds through Bonds etc.

- h. The consultant shall be responsible to evaluate and assess the progress of the project in accordance with the scheduled timelines
- i. The agency shall undertake any other tasks that are necessary and incidental to accomplish the desired project objectives. The agency will have to take up any other tasks and assignments received from the COMMISSIONER MPHIDB from time to time.

3. Deliverables, Timelines, Payment Milestones

- The total duration of the Project shall be 12 months which may extend for 12 months on mutual consent.
- In consideration to the services performed by the agency, the agency would be required to submit Monthly Deliverables report.
- The payment shall be made on monthly basis against the services provided by the Consultant.
- The Consultant shall whenever required make presentations before competent authorities from time to time for securing approval from GoMP in connection with the Services and whenever advised by the Authority in consultation with the Consultant.
- Payments shall be released through Cheque/RTGS within 30 days of submission of documentary proof/ certification against completion of work, duly certified by representatives of MPH&IDB.
- Necessary recoveries and all statutory deductions shall be made as per the relevant rates [as per rules & regulations of Government].
- No payment shall be made other than the quoted fee on account of office, deployment other resources or services which is essential to complete the work as per TOR in all respect.
- Any additional expenses incurred for the activities/travel performed and other out of pocket expenses on official duty, incurred shall be reimbursed on submission of actual bills.

4. Custody of Reports/ Data etc

All documents received from the client, shall remain in the custody of the Consultant during the period of assignment only and shall be used exclusively in connection with the Services and shall not be made use of for any other purpose. These shall be carefully preserved by the Consultant till the completion of the job and shall be handed over to the client on preparation of final report or on termination of the contract.

5. Property of the Client

- All work submitted to the client by or under the authorship and signature of the consultant shall be the professional responsibility of the consultant.
- All data collected, financial model developed for this assignment would be the property of the client and to be submitted to the client in soft copies and in hard copies, in whichever form it is available along with the final report.

6. Reporting Structure

- The consultant shall report to the Commissioner, MPHIDB or a person appointed by him. The Consultant shall submit a master schedule for completion of entire scope of work and all activity associated with the task.
- Consultant shall appoint a project coordinator for single point coordination with authority.
- Project coordinator and team leader along with sector expert shall attend the project review meeting conducted at MPHIDB Head Office, Bhopal or Circle office, Indore.
- Regular Minutes of the Meeting and Project Progress report to be shared by the consultant on fortnightly basis.

7. Team composition and qualification requirement for the Key Personnel

At least one partner of the firm should have relevant experience and shall deploy adequate staff/resources depending upon the work requirement to execute the task assigned by the MPHIDB in a timely manner.

Following minimum resources are to be deployed by the agency for the execution of the work defined in the RFP:

Sn	Key Experts	Experience and Qualification
1.	Partner (01)	<ul style="list-style-type: none"> • CA with an experience of at least 20 years • Experience in fund raising for Central/State Government / ULBs • Experience in settlement of liabilities with Banks/FIs • The said resource shall be responsible for the entire execution of work and shall be available at MPHIDB office whenever required.
2.	Partner/Paid Employee (02)	<ul style="list-style-type: none"> • CA with an experience of at least 3 years • Experience in fund raising for Central/State Government/ULBs • Experience in settlement of liabilities with Banks/FIs • The said resource shall be responsible for the execution of work and shall be available at MPHIDB office whenever required.
3.	Senior Financial Analyst (01)	<ul style="list-style-type: none"> • Dedicated CA with an experience of atleast 3 years and shall be required to available at MPHIDB office on full time basis.

Engagement of Subject matter expert – In addition to the resources mentioned above; MPHIDB may ask the agency to provide subject matter experts by providing at least 1 month advance notice. The minimum engagement term of the subject matter expert would be 3 months.

SECTION - 8 FORM OF CONTRACT

CONTRACT FOR CONSULTANTS' SERVICES

Between

The [Employer representative], Madhya Pradesh Urban Administration and Development Department, Bhopal.

and

[name of the Consultant]

Dated:

I. Contract

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between the [Employer representative], Madhya Pradesh Housing and Infrastructure Development Board (MPHIDB), Bhopal, (hereinafter called the “Employer”), of the First Part

and,

[name of consultant] (hereinafter called the “Consultant”) of the Second Part.

WHEREAS

- a) the Consultant, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated XX.xx.2024 issued by the Employer;
- b) the “Employer” has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - The General Conditions of Contract;
 - The Special Conditions of Contract;
 - The following Appendices:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Staffing schedule
 - Appendix D: Cost Estimates
 - Appendix E: Duties of the “Employer”
 - Appendix F: Duties of the "Consultant"
 - Bid Document
 - Technical Submission of the Consultant.
2. The mutual rights and obligations of the “Employer” and the Consultant shall be as set forth in the Contract, in particular:
 - a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and
 - b) the “Employer” shall make payments to the Consultant in accordance with the provisions of the Contract.

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

Signed by -----
For and on behalf of the Employer
Madhya Pradesh Housing and Infrastructure Development Board (MPHIDB),
Bhopal

In presence of (Witnesses)

(i)

(ii)

[Authorized Representative]

For and on behalf of [name of Consultant]
[Authorized Representative]
name of member]

In presence of
(Witnesses)

(i)

(II)

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions:

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- b) "Consultant" means a legally-established professional Chartered Accountant Firm that may provide or provides the Services to MP Housing and Infrastructure Development Board under the Contract.
- c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- d) "Day" means calendar day.
- e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- f) "Foreign Currency" means any currency other than the currency of the "Employer's" country.
- g) "GC" mean these General Conditions of Contract.
- h) "GoMP" means the Government of Madhya Pradesh
- i) "Local Currency" means Indian Rupees.
- j) "Member" means any of the entities that make up the joint venture/consortium/ association; and "Members" means all these entities.
- k) "Party" means the "Employer" or the Consultant, as the case may be, and "Parties" means both of them.
- l) "Personnel" means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).

- m) "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- q) "Third Party" means any person or entity other than the "Employer", or the Consultant.
- r) "In writing" means communicated in written form with proof of receipt.

1.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the "Consultant". The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract:

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings:

The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6 Location:

The Services shall be performed at such locations as are specified in **Appendix A hereto** and, where the location of a particular task is not so specified, at such locations, as the "Employer" may approve.

1.7 Deleted

1.8 Authorized Representatives:

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Consultant may be taken or executed by the officials specified in the SC.

1.9 Taxes and Duties:

The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10 Fraud and Corruption

1.10.1 Definitions:

It is the Employer’s policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- a) “Corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- b) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- c) “Collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
- d) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2 Measures to be taken by the Employer

- a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Employer financed contract;

1.10.3 Commissions and Fees

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract:

This Contract shall come into force and effect on the date (the "Effective Date") of the Employer's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective:

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services:

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4 Expiration of Contract:

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 Entire Agreement:

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations:

- a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

- b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition

- a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the nonperformance or delay in performance, 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 extreme 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 by or of such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
- c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract:

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 Contract 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 Contract.

2.7.3 Measures to be taken:

- a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 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 case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c) Any period within which a Party shall, pursuant to this Contract, 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.
- d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Employer", shall either:

- i. Demobilize; or
 - ii. Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.
- e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension:

The “Employer” may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

2.9.1 By the “Employer”: The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause GC 2.9.1.

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.
- b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- d) If the Consultant, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- g) If the consultant fails to provide the quality services as envisaged under this Contract. The Project Management Committee (CONSULTANT) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the

reasons for which shall be recorded in writing. The CONSULTANT may decide to give one chance to the consultant to improve the quality of the services.

- h) If, 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 sixty (60) days.
- i) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 In such an occurrence the “Employer” shall give a not less than thirty (30) days’ written notice of termination to the Consultants, and sixty (60) days’ in case of the event referred to in (i).

2.9.3 By the Consultant:

The Consultant may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.3.

- a) If the “Employer” fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- b) If, 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 sixty (60) days.
- c) If the “Employer” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- d) If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the “Employer” of the Consultant’s notice specifying such breach.

2.9.4 Cessation of Rights and Obligations:

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 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, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.5 Cessation of Services:

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1, GC 2.9.2 or GC 2.9.3 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 equipment and materials furnished by the “Employer”, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.6 Payment upon Termination:

Upon termination of this Contract pursuant to Clauses GC 2.9.1, GC 2.9.2 or GC 2.9.3 hereof, the “Employer” shall make the following payments to the Consultant:

- a) If the Contract is terminated pursuant to Clause 2.9.1 (h), (i) or 2.9.2, remuneration pursuant to Clause GC 6.3(h); (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- b) If the Contract is terminated pursuant of Clause 2.9.1 (a) to (g), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.7 Disputes about Events of Termination:

If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance:

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

3.2 Conflict of Interests:

The Consultant shall hold the “Employer's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.:

- a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Consultant shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the "Employer".

3.2.2 Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities:

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality:

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Contract 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 Employer to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Employer, its technology, technical processes, business affairs or finances or any information relating to the Employer's employees, officers or other professionals or suppliers, customers, or contractors of the Employer; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Contract ("Confidential Information"), without the prior written consent of the Employer.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of 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 Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of 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 Sub-Consultants and the Personnel of either of them shall give the Employer, 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 its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants 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.

3.4 Liability of the Consultant

Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.

3.5 Insurance to be Taken out by the Consultant:

The Consultant (i) shall take out and maintain, and shall cause any Subconsultants to take out and maintain insurance, at their (or the Subconsultants', as the case may be) own cost, insurance against the risks, and for the coverage specified in the SC, and (ii) at the "Employer's request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Accounting, Inspection and Auditing:

~~The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Employer" or the Employer, if so required by the "Employer" or the Employer as the case may be.~~

3.7 Consultant's Actions Requiring "Employer's Prior Approval: The Consultant shall obtain the "Employer's prior approval in writing before taking any of the following actions:

- a) Any change or addition to the Personnel listed in Appendix C.

- b) ~~Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Consultant to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.~~

3.8 Reporting Obligations:

The Consultant shall submit to the "Employer" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. All reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.9 Documents Prepared by the Consultant to be the Property of the "Employer":

Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Employer in the course of the Services shall be confidential and become and remain the absolute property of the Employer. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Employer.

If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Employer's prior written approval to such agreements, and the Employer shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

3.10 Equipment, Vehicles and Materials Furnished by the "Employer":

Equipment, vehicles and materials made available to the Consultant by the "Employer", or purchased by the Consultant wholly or partly with funds provided by the "Employer", shall be the property of the "Employer" and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the "Employer" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Employer's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the "Employer" in writing, shall insure them at the expense of the "Employer" in an amount equal to their full replacement value.

3.11 Equipment and Materials provided by the Consultants:

Equipment or materials brought into the Government's country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

4.1 General:

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

4.2 Description of Personnel:

- a) ~~the title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.~~
- b) ~~If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10%, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer's" written approval.~~
- c) ~~If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.~~

4.3 Approval of Personnel:

~~The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the objection) within twenty one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".~~

4.4 Removal and/or Replacement of Personnel:

- a) ~~except as the "Employer" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.~~
- b) ~~If the "Employer" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the "Employer's" written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer".~~

- c) ~~Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement. The Employer expects all the Key Personnel to be available during implementation of the Contract. The Employer will not consider replacement/substitution of Key Personnel during the initial 6 months except for reasons of any incapacity or due to health or employee leaving the organisation. Such replacement/substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Employer. Without prejudice to the foregoing, substitution of Key Personnel/s within 6 months from the date of agreement shall be permitted only in case of serious medical ground or subject to reduction of remuneration equal to 20% (Twenty per cent) of the monthly total remuneration specified for the original Key Personnel who is proposed to be substituted/replaced in every case, for six months from joining of any such substitution; however, from the 7th month onwards, 100% remuneration shall be paid against the monthly remuneration payable to the substituted candidate.~~

5. OBLIGATIONS OF THE "EMPLOYER"

5.1 Assistance and Exemptions:

Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:

- a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- 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 the Applicable Law Related to Taxes and Duties:

If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 ~~Services, Facilities and Property of the "Employer":~~

- a) ~~The "Employer" shall make available to the Consultant and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.~~

- b) ~~In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services.~~

5.4 Payment:

In consideration of the Services performed by the Consultant under this Contract, the “Employer” shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel:

- a) ~~If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice, if specified in Appendix E.~~
- b) ~~Professional and support counterpart personnel, excluding Employer’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Employer shall not unreasonably refuse to act upon such request.~~

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services

- a) The total cost of the Services payable is set forth in Appendix D as per the consultant’s proposal to the Employer and as negotiated thereafter.
- b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.
- c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment:

All payments shall be made in Indian Rupees.

6.3 Mode of Billing and Payment

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

- (a) Mobilization Advance – Not applicable

- (b) The Consultant shall be paid for its services as per the Payment Schedule at Appendices-D of this Agreement, subject to the Consultant fulfilling the following conditions:
 - (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Employer, the work pertaining to the preceding stage.
 - (ii) The Employer shall pay to the Consultant, only the undisputed amount.
- (c) The Employer shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Employer of duly completed bills with necessary particulars (the "Due Date").
- (d) Any amount which the Employer 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 Employer within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Employer for reimbursement must be made within 1 (one) year after receipt by the Employer of a final report in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Employer by the Consultant.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith:

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

7.2 Operation of the Contract:

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract 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 no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement:

Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving

the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration:

In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996.

8.3 Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English or Hindi.

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. Liquidated Damages

9.1 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 Employer in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of Contract Value.

9.2 Liquidated Damages for delay

In case of delay in submission of deliverables beyond two weeks from due date of submission of deliverable, liquidated damages not exceeding an amount equal to 1% (one per cent) of the milestone payment per day, subject to a maximum of 10% (ten per cent) of the milestone payment will 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.

10. Miscellaneous provisions:

- a) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- b) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

- c) The Contractor/Consultant shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- d) Each member/constituent of the Contractor/Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- e) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- f) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.
- g) The Contractor/ Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- h) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- i) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	<p>The addresses are:</p> <p>1. "Employer": Madhya Pradesh Housing and Infrastructure Development Board (MPHIDB), Bhopal</p> <p>Attention: Executive Engineer, MPHIDB</p> <p>Telephone : +91-755-.....,,</p> <p>Facsimile:+91-755-.....</p> <p>E-mail:gov.in;@email.com</p> <p>Website: www.MPHIDB.in</p>
2.	1.8	<p>The Authorized Representatives are:</p> <p>For the "Employer": Executive Engineer, MPHIDB</p> <p>For the Consultant:</p>
3.	2.1	Effectiveness of the Contract: From the date of signing of the Contract
4.	2.2	The time period shall be 1 (one) month
5.	2.3	The time period shall be 15 days
6.	2.4	The time period shall be 12 months
8.	3.4	<p>The following limitation of the Consultant's Liability towards the Employer can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Employer:</p>

		<p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Employer's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) 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;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law</p>
9.	3.5	The risks and the insurance coverage shall be as follows:
		(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per Indian Motor Vehicle Act 1988;
		(b) Third Party liability insurance, with an adequate coverage
		(c) Professional liability insurance to cover the employer against any loss suffered by the employer due to the professional service provided by the Consultant, with a minimum coverage of equal to the value of Contract Price
		(d) Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
		(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity.
10.	4.5	{The person designated as project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.5.}
11.	6.1	(b) The ceiling in local currency is: [insert amount and
		currency]

12.	6.3	For time-based contracts remuneration will be paid on milestone basis as stated in payment schedule.
13.	8.3	The Arbitration proceedings shall take place in Bhopal in India.

Binding signature of Employer Signed by _____

(for and on behalf of the Employer)

Binding signature of Contractor Signed by _____

(for and on behalf of _____ duly authorized vide Resolution No _____ dated _____ of the Board of Directors of _____)

In the presence of
(Witnesses)

- 1.
- 2.

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the “Employer” and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by “Employer”, etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C – STAFFING SCHEDULE

(Include here the agreed (negotiated staffing schedule including the engagement of sub-contractors, if any)

APPENDIX D – Total COST OF SERVICES IN/PAYMENT SCHEDULE

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

APPENDIX E - DUTIES OF THE “EMPLOYER”

(Include here the list of Services, facilities and property to be made available to the Consultant by the “Employer”).

Format for Performance Security / Guarantee

To
{Please Insert Name of Tender Inviting Authority.....}

(hereinafter referred as the MPHIDB, 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 MPHIDB’s Agreement no. dated..... valued at Rs. (Rupees), (hereinafter referred to as the “Agreement”) Consultancy Services for **{Insert Name of the Project.....}**. and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the MPHIDB for performance of the said Agreement.

1. We, (hereinafter referred to as the “Bank”) at the request of the Consultant do hereby undertake to pay to the MPHIDB an amount not exceeding Rs. (Rupees) Against any loss or damage caused to or suffered or would be caused to or suffered by the MPHIDB 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 MPHIDB stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the MPHIDB 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 MPHIDB 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 MPHIDB under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the MPHIDB 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 MPHIDB that the MPHIDB 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 MPHIDB 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 MPHIDB or any indulgence by the MPHIDB 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 MPHIDB in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** Lakhs (Rupees ***** Lakhs) only. The Bank shall be liable to pay the said amount or any part thereof only if the MPHIDB serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling _____ days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, the day of, 20.....

(Signature, name and designation of the authorised signatory)

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.