

**REVISED**

# **Request for Proposal**

**For**

## **Selection of Consultant**

**to boost up the size of Gross State Domestic Product (GSDP) of  
Uttar Pradesh to One Trillion Dollar in five years**

**( 2020-2025 )**

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**Government of Uttar Pradesh  
Department of Planning**

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**Government of Uttar Pradesh  
Department of Planning**

**Disclaimer**

The Information contained in the Request for Proposal (RFP) document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Planning Department, Government of Uttar Pradesh, is provided to Applicants on the terms and conditions set out in the RFP and such other terms and condition subject to which such information is provided.

The RFP is not an agreement and is neither an offer nor invitation by the Department of Planning, to the prospective Applicants or any other person.

The Purpose of the RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

Information provided in the RFP to the Applicants on a wide range of matters, some of which depends upon the 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 Department accepts no responsibility for the accuracy or otherwise for any interpretation or opinion in the law expressed herein.

The Planning Department 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. Planning Department 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 the RFP does not imply that Planning Department is bound to select any Applicant or to give work order to the Selected Applicant, as the case may be, for carrying out studies and Planning Department 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 presentation which may be required by Planning Department or any other costs incurred in connection with or relation to its Proposal. All such costs and expenses will remain with the Applicant and Planning Department 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.

**Section 1:**  
**(Terms and Conditions and Instructions to Consultants)**

**Part-I**

**1. Definitions**

- (a) **"Employer"** means the Planning Department, Government of Uttar Pradesh who invited bids for the tasks and to whom the selected Consultant shall provide services as per the terms and conditions and Terms of Reference (TOR) of the contract.
- (b) **"Consultant"** means any Training & Research Institutes or Universities or Consulting Firms or Government Departments or Subject Matter Specialists or entity or person or associations of person that may provide or provides the Services to the Employer under the contract.
- (c) **"Contract"** means the Contract signed by the Parties for this assignment.
- (d) **"Project Specific Information"** means such part of the Instruction to consultants used to reflect specific project and assignment conditions.
- (e) **"Day"** means calendar day.
- (f) **"Government"** means the Government of Uttar Pradesh.
- (g) **"Terms and Conditions and Instructions to Consultant(s)"** means the document which provides Consultant with all information needed to prepare their proposals.
- (h) **"HPC"** means the High Powered Committee set up by the State Government.
- (i) **"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;
- (j) **"Proposal"** means the Technical Proposal and the Financial Proposal submitted through e-tendering process.
- (k) **"Responsive Proposal"** means a proposal that conforms to all the eligibility and terms and conditions of the RFP without any material deviation.
- (l) **"RFP"** means the Request for Proposal prepared by the Employer for the selection of Consultants.
- (m) **"Assignment/Job"** means the work to be performed by the consultant pursuant to the contract.
- (n) **"Terms of Reference(TOR)"** means the document included in the RFP as Section 2 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.
- (o) **"Technical Report"** means the report submitted by Selected Consultant as per job assigned as referred in TOR.
- (p) **"GSDP"** means Gross State Domestic Product of the State.

## **2. Introduction**

- 2.1 The Planning Department wishes to engage services of Consultant for a challenging task to boost up the size of the GSDP of Uttar Pradesh to reach the target of One Trillion Dollar in five years (2020-25). Details given in TOR.
- 2.2 The Consultant is broadly expected to conduct the above mentioned task in 2.1.
- 2.3 The Consultants are invited to submit their Proposal, for job named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.4 The date, time and address for submission of proposal have been given in part II data sheet.
- 2.5 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposal.
- 2.6 Consultants shall bear all cost associated with preparation and submission of their proposal 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 award of the Contract without thereby incurring any liability to the Consultants.

## **3. Clarification and Amendment of RFP Document & Pre-Bid Meeting**

- 3.1 Consultants may request a clarification on any clause of the RFP document within the timeframe indicated in the Part II Data Sheet. Any request for clarification must be sent by email to the Employer's address before the date indicated in the Part II Data sheet. These queries will be addressed during the course of the pre-bid meeting. The date, time and venue of the pre-bid meeting is given in Part II Data sheet.
- 3.2 At any time before the submission of proposals, the Employer may amend the RFP by issuing an addendum in writing or by announcing it through its website. The addendum shall be binding on all Consultants. Consultants shall acknowledge receipt of all such amendments. To give the consultant reasonable time in which to take an amendment is substantial, the Employer may extend the deadline for the submission of proposal.

## **4. Conflict of Interest**

A Consultant or any of its affiliate that has a business or commercial relationship with such a member(s) of the Employer's staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the Conflict stemming from this relationship is resolved in a

manner acceptable to the Employer throughout the selection process and the execution of the Contract.

## **5. Proposal**

Consultant may submit proposal for the task as mentioned in Terms of Reference of the RFP. Consultant should ensure that separate technical and financial proposals are submitted in for the task proposed to be conducted.

## **6. Preparation of proposal**

**6.1** The Proposal as well as all related correspondence exchanged by the Consultants and the Employers shall be written in English language, unless specified otherwise.

**6.2** 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 proposal.

### **Technical Proposal :**

**6.3** Depending on the nature of the assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section-3(a). Submission of wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicative in the following paragraph from (a) to (f) using the attached forms (Section-3).

- a) Form TECH-1 Section-3(a) is a sample letter of technical proposal which is to be submitted along with technical proposal.
- b) A description of the approach, methodology and work plan for performing the assignment/job covering the following: technical approach and methodology, work, plan, project organization and availability of experts. Guidance on the content of this section of the Technical Proposal is provided under Form TECH-2 of Section3(a).
- c) 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 to be provided in form TECH-3 of Section 3 (a).
- d) CVs of the Professional staff as mentioned in (c) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-4 of Section 3 (a).
- e) Estimates of work schedule should be given in Form TECH-5 of Section3(a).

- f) Information relating to "Conflict of interest" should be furnished in form TECH-6 of Section 3(a).
- g) The Bidder shall furnish as part of the Technical Proposal, Form TECH-7 of Section 3(a) and documents establishing the technical qualification to perform the contract.

The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

**6.4** While preparing the Technical Proposal, Consultants must give particular attention to the following:

- a) The estimated number of Professional staff months for the Assignment/job. However, the Proposal shall be based on number of Professional staff months or budget estimated by the Consultants.
- b) Only one curriculum vitae (CV) may be submitted for each position mentioned.

**6.5** A detailed technical proposal should focus on all the aspects given in Section-2 B-Scope of work of TOR and any other.

**6.6** It should have a clear and detailed (up to 3-4 levels) chapter wise framework of the final report to be submitted after awarding the assignment.

#### **Financial Proposal:**

6.7 The Financial Proposal shall be prepared using the prescribed forms given in Section-3(b). It shall take into account all expenses and tax liability including GST etcetra. and all costs associated with the assignment/job, including remuneration for staff and reimbursable expenses.

#### **7. Submission of Proposal**

The Bidders should submit their proposal online only in the Submission module of e-tender portal <https://etender.up.nic.in>. The proposal shall be submitted only from the Bid submission start date till the bid submission ended and time given in the e-tender portal <https://etender.up.nic.in>. The Bidder should submit their proposal considering the server time displayed on the e-tender portal <https://etender.up.nic.in>. This server time is the time by which the proposal submission activity will be allowed till the permissible time on the last/end date of submission of proposals indicated in the e-tender schedule.

The original proposal both Technical and Financial shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should be in the format of TECH-1 of Section 3(a), and FIN-1 of Section 3(b) respectively.

An authorized representative of the Consultants shall initial all pages of the original Technical and Financial proposal.

The Proposals must be submitted online as indicated in the Data Sheet and received by the Employer not later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the Employer after the deadline shall not be entertained.

### **8. Proposal Validity**

Part II Data Sheet 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. The Employer will make its best effort to complete negotiations within this period. Should the need arise; however, the Employer may request Consultants to extend the validity period of their proposal. 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; Consultants could submit new staff replacement; which would be considered in the final evaluation for award of the contract. Consultants who do not agree have the right to refuse to extend the validity of their Proposal. Under such circumstance, the Employer shall not consider such Proposal for evaluation.

### **9. Taxes**

The Consultant shall fully familiarize themselves about the applicable domestic duties and taxes on amounts payable by the Employer under the Contract. All such duties and taxes must be mentioned separately by the consultant in the financial proposal. TDS and deductions, if any, by the Employer will be deducted from the amount payable to the Consultant.

### **10. Currency**

Consultant shall express the prices of their assignment/job in Indian Rupees (INR) only.

### **11. Earnest Money Deposit (EMD)**

11.1 The Consultant shall deposit EMD by a demand draft of Rupees 10 Lakh issue by any Nationalised Bank/Scheduled Bank in favour of APAR NIDESHAK, ARTH EVAM SANKHYA PRABHAG, RAJYA NIYOJAN SANSTHAN, UP payable at Lucknow and shall obtain a receipt thereof from the office which has to be appended with the Proposal. Non payment of EMD before the due date will result in rejection of bid.

**11.2** The Consultant can also deposit the EMD by RTGS/NEFT as per details given in Part-II: Data Sheet. In this case, transaction details with Unique Transaction Reference (UTR) should be appended with the proposal.

11.3 The EMDs of unsuccessful bidders will be refunded within one month after the completion of the bid process.

**11.4** No interest shall be payable by the Employer to Bidders for the sum deposited as Earnest Money Deposit (EMD).

**12. Non Eligibility :**Bidders shall have to also upload self certified non blacklisting certificate by the State/Central Government or their agencies. Failure to upload such certificate will result in rejection of bid;

**12.1** Bids of those bidders against whom any criminal case is pending before court of competent jurisdiction or who have been convicted by court of competent jurisdiction shall not be considered.

**12.2** Bids of those bidders, who will be found to be involved in theft or non-payment of Government dues or taxes, will be out rightly rejected and will not be considered for the opening of financial bid.

**12.3** The bids of those bidders who have been blacklisted or be barred by Central Government or any Central Government Authority or any State Government or any State Government Authority shall not be considered.

### **13. Receipt and Opening of e-proposal by the Employer**

On receipt on e-tender portal, the technical bid will be opened and compiled by a committee under the chairmanship of Additional Chief Secretary, Planning Department as appointed by the HPC. After presentation of technical proposals, the proposals shall be evaluated by the HPC. Financial bid of technically eligible bidders will be opened and compiled by the above committee and will be evaluated by the HPC. The details of date, time and place of opening of bids are mentioned in the Data Sheet. It shall also be notified separately on the website of Planning Department.

### **14. Proposal Evaluation**

From the time 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, recommendation for award of contract may result in the rejection of the consultants' proposal.

**14.1 Evaluation of Technical Proposals:** The HPC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria and sub-criteria as given below :

**Table – 1 : Criteria & Sub Criteria**

<b>Criteria &amp; Sub Criteria</b>	<b>Point</b>
<b>1- Previous Experience (Project Handled)</b>	<b>30</b>
a) Specific experience of working on similar projects	15
(i) 3 or more projects - 15 marks	
(ii) 2 projects - 10 marks	
(iii) 1 project - 5 marks	
b) Experience of working with Central Government/State Governments/ UTs and their related institutions in the last 10 years	10
(i) 5 or more Governments - 10 marks	
(ii) 4 Governments - 08 marks	
(iii) 3 Governments - 6 marks	
(iv) 2 Governments - 4 marks	
(v) 1 Government - 2 marks	
c) Specific Experience of carrying out field survey work	5
<b>2-Methodology</b>	<b>30</b>
a) Understanding of the TOR, Adequacy of the proposed methodology and work plan in responding to the terms of Reference	05
b) Technical Approach and methodology	15
c) Work Plan	10
<b>3-Resourcing</b>	<b>40</b>
a) Team leader (Qualification + Experience)	15
b) Team Members (Qualification + Experience)	25
<b>Total</b>	<b>100</b>

Similar projects means those projects on strategic planning and policy studies related to the Scope of Work, as defined in Terms of Reference Section B during the last ten years in Central Government/State Governments/ UTs and their related institutions with project fee of not less than INR 1.00 Cr.

Team members should have experience of working in the sectors as mentioned in the Scope of work.

In the first stage of evaluation, proposal shall be rejected if it is found deficient as per the requirement indicated 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 that stage the financial bid (proposal) will, remain unopened. HPC will

constitute a sub-Group to assist it in examination of the Technical Proposals. HPC will on the basis of evaluation criteria decide whom to shortlist for presentation.

HPC will ask the shortlisted Consultants to give a presentation on the parameters given above, along with clarifications, if any, considered necessary by the committee. Presentations should be limited to the written proposal submitted by the Consultant.

Technical Bid will be assigned a Technical score (Ts) out of a maximum of 100 points as given above. Bidders who have Ts of 70 or more shall be technically eligible.

**14.2 Evaluation of Financial Proposal:** The Financial Bid of those Bidders who have been found to be technically eligible will be opened. The Financial Bid of ineligible bidders will not be opened.

The Financial Bids shall be opened in the presence of representatives of technically eligible Bidders who may like to be present. Department of Planning, Govt. of U.P. shall inform the date, place and time for opening of the Financial Bid.

The financial bid will be normalised on a scale of 100, with lowest bid being normalised to 100 and the rest being awarded on a pro-rata basis. Such normalised scores would be considered for the purpose of QCBS based evaluation, as explained in section below :

The Individual Bidder's commercial scores (CS) are normalised as per the formula below :

$F_n = F_{min} / F_b * 100$  (rounded off to 2 decimal places) Where,

$F_n$  = Normalised commercial score for the Bidder under consideration

$F_b$  = Absolute financial quote for the Bidder under consideration

$F_{min}$  = Minimum absolute financial quote.

**14.3 Final Evaluation Criteria- Quality and Cost Based Selection (QCBS):**

**80%** weightage will be awarded for Technical Evaluation and **20%** weightage will be awarded for Financial Evaluation.

Composite Score (S) =  $T_s * 0.80 + F_n * 0.20$

The Bidder with the highest Composite Score (S) would be awarded the contract.

## **15. Confidentiality**

Information relating to evaluation of proposals and recommendation concerning award shall not be disclosed to the consultant who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any consultant of any information related to the process may result in the rejection of its proposal and may be subject to provisions of the Employer's antifraud and corruption policy.

## **16. Financial Negotiations:**

Negotiations, if considered necessary, will be held only with the consultant who will be selected bidder after combine evaluation of the Technical and Financial Proposal. HPC can discuss the budget proposals with selected consultant with objective of rationalization, cost saving, reasonableness and efficiency in conduct of evaluation. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the consultant. Representatives conducting negotiations on behalf of the consultant must have the written authority to negotiate and conclude the contract.

## **17. Award of Contract**

After completing negotiations the Employer shall issue a Letter of Intent (LOI) to the selected Consultant and promptly notify all other consultants who have submitted proposals about the decision taken.

The selected consultant will sign the contract in a duly prescribed format (Form-3 (c)-1) after fulfilling all the formalities/pre-conditions (contract to be signed after the selection of consultant), within 15 days of issuance of the letter of intent.

The Selected consultant is expected to commence the assignment/job on the date specified in the Part II Data Sheet.

## **18. Performance Guarantee**

The Selected consultant shall be required to furnish an unconditional and irrevocable Performance Bank Guarantee in the prescribed format (Form-3 (c)-2) equivalent to 5% of the contract value rounded off to the nearest thousand Indian Rupees from any Nationalised Bank/Scheduled Bank in India on the prescribed format in favour of Additional Chief Secretary, Planning Department, Govt of Uttar Pradesh payable at Lucknow for the period of contract with 60 days claim period beyond the completion of all contractual obligations. The bank guarantee must be submitted within 15 days of issuance of LOI but before signing of the

consultancy contract. The Successful Bidder has to renew the bank 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 any dues recoverable/payable from/by the Consultant on any account under the contract.

## **19. Consultation with the Planning Department**

Consultation with Planning Department will need to be on-going and Planning Department reserves the right to suggest changes as deemed fit for the purpose of using the document for an external audience.

## **20. Payment Schedule**

The engagement fees would be linked to the deliverables of the project. After acceptance of the Technical Report by the HPC, 10 % of the contract value will be paid. Similarly, after assigning of work, the rest amount shall be paid from the next quarter in 18 equated quarterly instalments, at the end of each quarter and after satisfactory performance review by the High Powered Committee (HPC) on the basis of KPIs, actual human resource deployed, milestones achieved as defined in Terms of Reference and growth impact.

## **21. Penalty Clause**

21.1 Failing to deliver on time and in required size and spread and to achieve the agreed mile-stones as mentioned in the proposal, will attract penalty as follows:-

- I- Penalty of 0.2% of the contract value per day will be imposed if the Technical Report is not submitted within the stipulated time frame. "Day" means default from the first day of expiry of stipulated timeline.
- II- After assigning of work, if the agreed milestones are not achieved, penalty will be imposed as under :
  - a) First default – warning with a stipulated new time-frame as approved by the HPC.
  - b) Second default- penalty of 0.2% of the contract value per day. "Day" means default from the first day of expiry of stipulated timeline.
  - c) Third default- Termination of contract and permanent blacklisting of the agency from the State government. Also recovering the entire amount paid till that time to the agency, with applicable nationalised bank interest rate.

21.2 Failure to actually deploy human resources as mentioned in RFP would result in penalty @ of 0.2 percent of the contract value per day.

## **22. Scope exclusions:**

22.1 No onsite survey of any land or infrastructure needs to be conducted

22.2 The consultant does not need to provide or develop any technology tools

22.3 No public survey is required to be undertaken

### 23. Period of Engagement

Five years from the date of signing of agreement with quarterly and annual performance review. After end of quarter, performance will be appraised by the HPC and if found not to be as per agreed milestones, then penalty will be imposed as per Clause 21 mentioned above.

### 24. Others

- a) **Consortium Approach** : It is highly suggested (but not compulsory) to have a consortium approach by the applicant agency to align good thought process, best practices and productive brain storming process at every stage. The consortium may be across consultancy firms, leading academic and research organisations and others. All the members of the Consortium will be jointly and severally responsible for the delivery of the project and they cannot be added/changed/modified without prior approval of the HPC. The Consortium shall have a formal agreement with roles and responsibilities clearly defined.
- b) **Failure to abide by the Agreement** : Failure of the Successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Employer may forfeit the EMD/Performance Bank Guarantee.
- c) **Assignment and Subcontracting**: Consultant shall not assign or transfer this contract or part thereof to any other party. For the purpose of the liabilities under this proposal the Bidder will be considered as a sole liable for delivery of all the components of the Proposal and scope of work.
- d) **Intellectual Property Rights** : No services covered under the Contract shall be sold or disposed by the Consultant in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge, mortgage or lien. The Consultant shall indemnify the Employer from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid **at** the expenses of the Consultant, the Employer shall be defended in the defence of such proceedings. All Intellectual Property related to the project will be the sole property of the Employer and under no circumstances can be used elsewhere.
- e) **Termination of Contract**: The Consultant's association with the Employer will terminate in case of expiry of term of contract. The Government will have the right to terminate the contract in case of non-adherence to the time-lines, below expected level performance and non satisfactory and non-acceptable quality of work or any other activities detrimental to Government and may recover the amount already paid.

- f) **Termination for Insolvency, Dissolution etc:** The Employer may at any time terminate the contract by giving written notice to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent or in case of dissolution of Company or winding up of company. In this event, termination will be without compensation to the Consultant provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Employer.
- g) **Limitation of Liability:** towards the Consultant shall not exceed the contract value.
- h) The Planning Department reserves the right not to accept bid(s) from agency (ies) resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by government investigating Agencies/Vigilance Cell.
- i) The Planning Department is not bound to accept the lowest bidder or to assign any reason for non-acceptance. The Planning Department reserves its right to accept the bid in part or in full. Conditional bids will be rejected outright.
- j) The Planning Department reserves the right to summarily reject an offer received from any agency (ies), without any intimation to the bidder (s).
- k) The Planning Department reserves the right to withdraw/cancel the bid document at any stage.
- l) **Termination by default**  
The Planning Department reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to affected bidder(s) or any obligation to inform the affected bidder(s) on the grounds for Planning Department's action.
- m) **Arbitration**  
In case of any dispute, Arbitrator(s) will be appointed under Arbitration and Conciliation Act, 1996 (as amended) which would be accepted by the agency/firm/entity. The decision of the arbitrator would be final and binding on both the parties. The jurisdiction of the Court will be Lucknow.
- n) **Jurisdiction**  
The contract shall be governed by laws of India and all Government rules on purpose matter issued from time to time and applicable for the time being for this contract. Case will be settled in Lucknow Court, if required.
- o) **Validity of the contract**  
The contract shall remain valid with effect from date of award of the contract as per Clause-23 of this RFP.

p) **Force majeure**

- i. For the purpose 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 non-performance 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 are within the power of the party invoking force majeure to prevent, confiscation or any other action by Government agencies.
- ii. Force Majeure shall not include (a) any event which is caused by the negligence or intentional action of a Party or by such Party's sub-consultants or agents or employees, nor (b) any event which is a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this contract, an avoid or overcome in the carrying out of its obligations hereunder.
- iii. Force Majeure shall not include insufficiency of funds or inability to make any payment obligations hereunder.
- iv. 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.
- v. 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 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 restoration of normal conditions as soon as possible.

**25. Miscellaneous**

- 25.1 For all the matters relating to interpretation of Clauses of RFP, decision of Government will be final.
- 25.2 Any matter not covered and has not been foreseen relating to RFP, the decision of Government will be binding.

**PART-II  
DATA SHEET**

Purpose	Selection of Consultant to boost up the size of GSDP of Uttar Pradesh to One Trillion Dollar in five years (2020-2025)
Date of Publication of ebid notice and RFP	Published on 19.06.2020 etender portal <a href="https://etender.up.nic.in">https://etender.up.nic.in</a> and Website of Planning Department <a href="http://www.planning.up.nic.in">www.planning.up.nic.in</a>
Bid Submission Start Date	19.06.2020 at 1800 Hours
Deadline for receipt of queries/clarifications	28.06.2020 upto 18:00 HRS by email on <a href="mailto:psecplan@nic.in">psecplan@nic.in</a>
Pre-bid meeting Date, Time and Venue	Already held on 29.06. 2020 at 11:00 HRS Room No.111,Yojna Bhawan, Sarojini Naidu Marg, Lucknow
Date of Publication of revised ebid notice and RFP	On 10.09.2020 etender portal <a href="https://etender.up.nic.in">https://etender.up.nic.in</a> and Website of Planning Department <a href="http://www.planning.up.nic.in">www.planning.up.nic.in</a>
Last Date for Submission of ebid on etender portal	09.10.2020 at 17:00 HRS
Site for Submission of ebids	<a href="https://etender.up.nic.in">https://etender.up.nic.in</a>
Ebid inviting officer	Additional Chief Secretary, Planning Department, Government of Uttar Pradesh. Email: <a href="mailto:psecplan@nic.in">psecplan@nic.in</a>
RTGS/NEFT details for depositing EMD	Union Bank of India, Sachivalaya Branch, Lucknow-226001 Account No: 381501010037093 RTGS- (UNION BULLET) IFSC/MICR Code : UBIN0538159/226026008
Date of opening of technical ebids	12.10.2020 at 11:00 HRS or afterwards
Date and time of technical presentations & Evaluation of Technical ebids	To be informed later on departmental website and etender portal.
Date of opening of Financial ebids	To be informed later on departmental website and etender portal.
Venue of opening of ebids	Room No.111,Yojna Bhawan, Sarojini Naidu Marg, Lucknow
Planning Department Website address	<a href="http://www.planning.up.nic.in">www.planning.up.nic.in</a>
Contact Nos	0522-2238958
Fax Nos	0522-2238967
Proposal Validity	Proposal must remain valid for 90 days after the last date of submission 09.10.2020
Date of Issuance of Letter of Intent	To be informed later
Award of Contract and Expected date of commencement	To be informed later
Receipt of performance bank guarantee security @ 5% of total fee	At the time of signing of contract.
Location for performance assignment/job:	Lucknow and as required by the employer.

**Section-2**  
**(Terms of Reference)**

# UTTAR PRADESH MISSION : ONE TRILLION DOLLAR ECONOMY (2020-2025)

## Terms of Reference

### A. Background

a) The Government of India (GoI) has stepped up efforts to achieve the ambitious target of making India a Five Trillion Dollar economy. Two Cabinet Committees have accordingly been set up to deal with the issues of investment, growth, employment and skill development. This is in order to address the challenge of bringing appropriate policy framework and other ancillary reforms to meet the aforesaid commitment. Furthermore, another High-Powered Committee has been set up for structural reforms and legislative changes involving multiple key sectors to take steps towards achieving the goal.

b) Uttar Pradesh is the most populous state and plays a critical role on the road to India becoming a Five Trillion Dollar economy. The State contributes eight percent of the national GDP. Aligning the State with the national target, the Hon'ble Chief Minister of Uttar Pradesh is keen to play a leading role. He has set up a target of making Uttar Pradesh a One Trillion Dollar economy in the same period. It will require raising the current growth rate substantially and would necessitate a significant increase in the investment rate, besides improvement in basic infrastructure.

c) The State has already embarked upon the journey of growth and prosperity. Resultantly, in 2018-19, the GSDP has already touched Rs. 15.80 Lakh Crore (USDollar230 billion) with a rich growth rate of 7 percent over the previous year. However, it would be a challenging task to boost up the size of the GSDP size by nearly five times to reach the target of One Trillion-Dollar in five years (2020-25), discounting for the dollar fluctuations and global trends. It enhances the challenge and would require sustained and aggressive efforts at the State level.

d) This herculean task demands some giant steps to be taken by the State Government to move forward. It needs some well thought out and long-term strategies on a sustained basis. This would also require organisational restructuring, focussed policies and rules for more effective governance, faster decision-making process and improved accountability.

### B. Scope of work

#### 1. Understand Status

1.1 Critical analysis of macro and micro economic sectoral data around GSDP, trade, investment, expenditure, saving, workforce participation, inflation, import and export in the State for 2016-17, 2017-18, 2018-19 and 2019-20 (E) from government and institutional (credible) sources through primary as well as secondary research.

1.2 The analysis should include all key sectors: a) Agriculture and Allied Sectors, b) Infrastructure (Irrigation, Urban, Roads, Conventional Power), c) Rural

Development, d) Industrial Development, e) Social Sector (Education {Higher, Technical, Medical}, Healthcare, Skill Development, Employment Generation, ST/SC/OBC welfare), f) Emerging Sectors (IT, ITeS, Bio-Technology, Renewable Energy), g) Natural Resources (Forest, Mining, Environment), h) Tourism, i) Governance & Devolution and any other.

- 1.3 Identify key factors, which have contributed to each sectoral economic growth in last 4 years and how these factors will include policies of Central as well as the State Government, human resource, infrastructure, application of new technology, special projects and governance.
- 1.4 Make critical assessment (e.g., SWOT analysis) of existing institutional framework in the State to participate in the entire process towards achieving the Mission.
- 1.5 Compare the structural, institutional, financial, and governance reforms carried out and outcomes achieved in top three States of India and top three countries across the globe, with similarities to Uttar Pradesh.

## **2. Develop Strategic Framework**

- 2.1 Based on status and recent trends, determine multipliers between sectoral growth and impact on the GSDP; and assign targets and how to achieve them for each sector towards one trillion dollar economy.
- 2.2 Make, needs assessment of capacity building, infrastructure, financing options and governance mechanism to meet the targets.
- 2.3 Assess the practical feasibility of the State being able to arrange/ provide for these inputs through various internal and external means; this will include assessing temporary provisioning of inputs; Illustration for internal means is more prudence in state government expenditure, revenue and capital receipts from within the state, optimum utilization of infrastructure; External means include central government, bilateral and multi-lateral agencies and private sector outside the State.
- 2.4 Develop strategy for PPP options across all sectors, keeping in view of GOI and GOUP framework and global scenario, including bilateral and multi-lateral options.
- 2.5 Based on the requirement (demand) and feasibility (supply) of these inputs, adjust the contribution each factor will make to sectoral growth and each sector will make to the GSDP.

- 2.6 Identify data gaps across all sectors and methods to refine them with latest technologies for better and faster capturing the field realities. Align with best practices at the global level.
- 2.7 Clearly indicate the method of interactions and collaborations required for all activities under this mission, across the sectors and government departments and how to enable them.
- 2.8 Ensure all strategies and interventions are based on the principle of sustainable development framework.
- 2.9 Design robust methodologies and present a report on potential social impact of each proposed intervention (compare to baseline) and how the steps proposed will make maximum positive impact.
- 2.10 List out methods for complete documentation of the entire process from start to end and number, type and frequency of publications and deliverables for the public domain and for limited circulation, both in Hindi and English.

### **3. Create implementation roadmap**

- a) Based on the status analysis, suggest refinements and new additions/ innovations in policies, guidelines, schemes, projects, methods and tools to achieve the sectoral targets.
- b) Design mechanisms to enable these interventions are planned sector wise and district-wise. Also in specific locations, wherever required.
- c) Identify and design mechanisms for better convergence and higher synergies across on-going and suggested schemes/projects and all infrastructure facilities are optimally utilized. (e.g, utilising educational institutions space for evening classes and skill training).
- d) Design monthly, quarterly, annual Key Performance Indicators (KPIs), how to measure them, and who should measure them and its on-line reporting mechanisms.
- e) Quarterly achievable milestones need to be clearly indicated.

### **4. Design Institutional reforms**

- 4.1 Based on status analysis, suggest refinements across all relevant institutions to align with the overall strategy and its implementation.

- 4.2 This process need to enable synergies across relevant institutions, including restructuring of existing organisations, its decision making process and crafting new institutions, wherever required. (e.g, Jalshakthi department, after combining all relevant departments and its performance measurement mechanism. Similarly with the Public Works Department, in view of fast changing technology and out sourcing and financing options).
- 4.3 If required, design robust, lean and small structures/cells within the existing State departments to manage the implementation of suggested strategies and activities.
- 4.4 Organise focused workshops and capacity building sessions to collaborate with the concerned departments and make them own their roles and responsibilities.
- 4.5 In discussion with the concerned departments, identify modifications required in internal policies and procedures for decision making and file movement; this should include recommendations on how technology can be leveraged and adopt best practices.

#### **5. Develop Monitoring, Learning and Evaluation framework**

- 5.1 Design a mechanism for comprehensive monitoring, learning and evaluation of interventions and overall targets.
- 5.2 For each KPI, identify the data source, method of collection and who will collect.
- 5.3 Suggest reporting mechanism and dashboards from Panchayat (weekly) to Chief Minister's office (monthly). Link this to big data analytics and related softwares to the satisfaction of the Government, so as to generate reports and graphs easily. Accordingly, add this dimension to capacity building activity at all levels.
- 5.4 Design mechanism to gather, accumulate and communicate continuous feedback with all departments on what changes need to be made in the interventions, when and how.
- 5.5 Synergise this activity with I.T. Department and the Planning Department and its related software and mechanism at all levels.
- 5.6 Prepare a detailed information, education and communication plan for internal as well as external stakeholders; this will include leveraging digital media; the information will include mission, strategy, roadmap, interventions, progress made, impact on each stakeholder and support needed.
- 5.7 Conduct bi-annual SWOT analysis to make continuous assessment of competition and changes in conditions outside the State.

- 5.8 Lead, organising and management of regular reviews at High Powered Committee, chaired by the Chief Secretary and coordinated by the Additional Chief Secretary, Planning Department. Quarterly review chaired by the Hon'ble Chief Minister. HPC will assess the detailed strategic plan and suggest course corrections.
- 5.9 Assisting the departments in implementation of the approved mechanism to monitor the KPIs
- 5.10 Assisting the departments in bid process management for hiring various third party agencies required for implementation of various interventions (not covered in the scope of work and requiring third party agencies in areas like technology tools, surveys etc) as approved by the department from time to time.

### **C. Technical Report**

- a) A detailed technical report should focus on all the above aspects and any other.
- b) From the date of signing of contract, the agency will have 90 days to submit the first draft of Technical Report, and 150 days to submit the final draft.
- c) The technical report should clearly indicate the role clarity of the agency and the concerned departments of the government with clear timelines for specific steps to be taken and decisions, if any to be made, on policy refinements, legal amendments, revised guidelines and government orders and any other. Hence, a clear flow-chart of required department specific decisions and timelines.
- d) On this entire path of achieving one trillion dollar economy, the agency needs to steer with a total responsibility to mobilise required investments well in advance, preferably sector wise. Both small scale and large scale. The agency should avoid large scale events based activities and road shows in this regard.
- e) The technical report should be crafted as a high quality document presenting a vision plan and road map for the state with all necessary annexures. The report should encompass both macro and micro strategies, sectorwise to walk on the desired path.
- f) In the technical report the agency need to clearly indicate its quarterly milestones, achievable and measurable.

### **D. Others**

- a) After the submission of first draft of the technical report, the Planning department will seek quick comments and suggestions on it from the High Powered Committee/ any Committee appointed by HPC in 30 days time and inform the agency for refining the draft and submitting the final technical report.

- b) The agency will submit the final technical report within 30 days of receipt of comments and suggestions.
- c) The final technical report will be presented before the HPC for approval and the Planning department will inform the agency regarding acceptance of the report and assign the project accordingly.
- d) The high quality report should be amenable for wide circulation both within and outside the country.
- e) The technical report should indicate their road map to achieve the one trillion dollar economy for Uttar Pradesh.
- f) The project team, as indicated in the Technical proposal, shall be based in Lucknow. The team will work full time on this project and will not be assigned any other project. No office space will be provided by the Employer.
- g) The project team should be the same in the actual execution, till the end of project period. No substitution will be acceptable under ordinary circumstances,. However, under exceptional circumstances the changes can only be made with the prior approval of the High Powered Committee. If any substitution is made in the Project Team without prior approval of High Powered Committee, the Consultant will be liable for penalty as mentioned in Penalty Clause of the RFP.
- h) After assignment of project, Consultants would be required to submit report to the Planning Department on work done on monthly basis by 10<sup>th</sup> day of following month. The Consultant would also require furnishing of any information regarding the project as and when required or asked for by the Employer.
- i) The Government will appoint an officer to coordinate all related activities in this regard with the concerned agency, as one stop shop arrangement.

**Section-3 (a)**  
**Technical Proposal Forms**

**LETTER OF PROPOSAL SUBMISSION**

(Location, Date)

To,  
Additional Chief Secretary,  
Planning Department,  
Government of Uttar Pradesh,  
Yojna Bhawan  
9-Sarojini Naidu Marg,  
Lucknow 226001.

Dear.....,

We the undersigned, offer to provide the Consultancy assignment/job for "....." in accordance with your Request for Proposal dated..... We are hereby submitting our proposal, which includes this Technical Proposal, and a Financial Proposal. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. We understand you are not bound to accept proposal you receive.

Yours Sincerely,

Signature .....

In the Capacity of .....

Duly authorised to sign proposal for and on behalf of .....

Date .....

Place .....

Mobile No/Telephone No/Fax

Email

Website

**DESCRIPTION OF APPROACH, METHODOLOGY, WORK PLAN,  
PROJECT ORGANIZATION FOR PERFORMING THE  
ASSIGNMENT/JOB**

Technical approach, methodology, work plan, project organization are key components of the Technical Proposal. The Consultant must present his/her technical proposal divided into the following components:

- a) Technical Approach and Methodology
- b) Work Plan, and
- c) Project organization and availability of experts

**a) Technical Approach and Methodology:**

In this section, the consultants should explain their understanding of the objectives of the assignment/job, approach to the assignment/job, methodology for carrying out the activities (including proposed research design) and obtaining the expected output, and the degree of detail of such output. The consultants should highlight the problems being addressed and their importance, and explain the technical approach they would adopt to address them. The consultants should also provide an overview of tools and methodologies that they propose to adopt for documentation.

**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 key performance indicators. The Proposed work plan should be included here. More specifically,

- Highlight how you would proceed to meet the project requirements,
- Highlight number of hours you estimate are required to complete the work,
- Propose number of resources for providing these services,
- Highlight tools and methodologies to be used for this effort, and
- How would you manage the complexity of the project?
- Proposed handholding during the execution of the project/task.

**c) Project organization and availability of experts:**

The consultants should propose and justify the structure and composition of his/her team. He/she should list out the main disciplines of the assignments/job, the key expert responsible, and proposed technical and support staff. More specifically, please provide an overview on senior leadership coverage and commitment, highlight expertise in such projects.

**FORM TECH-3**

**TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS**

**Professional Staff**

Sr.No.	Name of Staff	Qualification	Area of Expertise	Post/Task Assigned for this Job	Period of Engagement	
					From	To

Signature .....

In the Capacity of .....

Duly authorised to sign proposal for and on behalf of .....

Date .....

Place .....

**FORM TECH-4**

**CURRICULAM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

1. Proposed Position:

(For each position of key professional, separate form Tech-6 will be prepared)

2. Name of Firm/entity.

(Insert name of consultancy proposing the staff):

3. Name of Staff:

(Insert full name):

4. Date of Birth:

5. Nationality:

6. Education:

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

10. Languages known:

11. Employment Record:

(Starting with present position, list on reverse order every employment held by staff member since first employment, 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 capacity 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 illustrates staff capability to handle the tasks listed under point 12).

Name of Assignment/Job or Project:

Year:

Location:

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)

(Full name of authorized representative):

**FORM TECH-5**

**WORK SCHEDULE FOR PREPARATION OF TECHNICAL REPORT**

Activity	Weeks							
	1	2	3	4	5	6	7	8
1.....								
2.....								
3.....								
4.....								
5.....								
6.....								

**Note:**

1. Indicate all main activities of the Assignment/job including delivery of reports (e.g., draft and final reports), and other benchmarks. For phased assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities should be indicated in the form of a bar chart.

Signature .....

In the Capacity of .....

Duly authorised to sign proposal for and on behalf of .....

Date .....

Place .....

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND  
DECLARATION THERE OF**

Are there any activities carried out by your consultancy which are conflicting nature as mentioned in Clause 4 Section 1. If yes, please furnish details of such activities. If no, please certify as follows:

We hereby declare that our consultancy is not indulged in any such activities which can be termed as the conflicting activities under Clause 4 of the Section 1. 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.

Signature .....

In the Capacity of .....

Duly authorised to sign proposal for and on behalf of .....

Date .....

Place .....

**FORMAT OF PROJECT EXPERIENCE**

Project credentials relevant to the criteria should be attached (As specified in the **Evaluation of Technical Proposal Clause**):

Project 1/2/.....

Name of the Client	
Project Name and Brief Description	
Project Type : Government/Govt Related Institutions	
Please specify whether Central Govt./Name of State Govt/UTs/Govt. Related Institutions	
Consultancy fee charged (in INR Cr )	
Activities performed by the Bidder for the Project	
Year (start date; end date)	
Duration	
Order Value (INR)	
* Attach the work order/LOI/Contract for the Assignment	

Signature .....

In the Capacity of .....

Duly authorised to sign proposal for and on behalf of .....

Date .....

Place .....

**Section 3 (b)**  
**Financial Proposal Forms**

**FORM FIN-1**

**Financial Proposal Submission Form**

(Location, Date)

To,  
Additional Chief Secretary,  
Planning Department,  
Government of Uttar Pradesh,  
Yojna Bhawan  
9, Sarojini Naidu Marg,  
Lucknow 226001.

Dear.....,

We the undersigned, offer to provide the Consultancy assignment/job for.....in accordance with your Request for Proposal dated..... Our attached Financial Proposal is for the sum of Rs. .... (Insert amount (s) in words and figures). This Amount is inclusive of all taxes and duties. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to proposal shall result in rejection of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., before the date indicated in part II Data Sheet.

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

Yours sincerely,

Signature .....

In the Capacity of .....

Duly authorised to sign proposal for and on behalf of .....

Date .....

Place .....

**FORM FIN-2**

**FINANCIAL PROPOSAL SUBMISSION FORM**

**Ref: Submission of Proposal against your RFP No. 938/2020-17M(21)/35-Aa-1/2019-32**

Our detailed financial proposal is as follows :

( Amount in INR)

Sr No	Particulars	Basic Price	GST as applicable	Total Cost for the Project
		(a)	(b)	(a+b)
Total Cost in Words				

Signature .....

In the Capacity of .....

Duly authorised to sign proposal for and on behalf of .....

Date .....

Place .....

**Section 3 (c)**  
**1- Form of Agreement**  
**&**  
**2- Form of Performance Guarantee**

**FORM OF AGREEMENT**

**(To be executed on an Non Judicial Stamp Paper of Rs 100/- by the successful Bidder)**

This agreement is made this ..... day of ..... 2020 at Lucknow BETWEEN M/s .....,through Sri ..... ( Name, Registration and Address of the Consultant Company) selected under the Bidding Process against the RFP ( RFP No.....) for **"SELECTION OF CONSULTANT TO BOOST UP THE SIZE OF GSDP OF UTTAR PRADESH TO ONE TRILLION DOLLAR IN FIVE YEARS ( 2020-2025 )"** herein after referred to as the "First Party", which expression shall include his successors in office of the One Part AND **"The Governor of Uttar Pradesh through Sri....., Additonal Chief Secretary, Department of Planning, Government of Uttar Pradesh, Yojana Bhawan, Lucknow"** herein after referred to as the "Second Party", which expression shall include his successors in office of the Second Part.

WHEREAS the First Party will provide consultancy services to Department of Planning and all the related departments of the State Government, in accordance with all the Terms and Conditions and other related clauses of the RFP ( RFP No.....) and also the terms and conditions contained in the subsequent corrigendum and Work Orders to be issued by the Second Party to the First Party and the same shall be binding on the First Party and shall be the integral part of this agreement.

IN WITNESS WHEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS ..... DAY OF ..... TWO THOUSAND AND TWENTY TWENTY.

(.....)

Authorised Signatory of  
"First Pary"

Name and Address:

Witness'

Signature :

Name and Address:

(.....)

For and on behalf of the  
Governor of Uttar Pradesh  
Department of Planning  
Government of Uttar Pradesh

SEAL

Name and Address:

Witness'

Signature :

Name and Address:

**Format of Proforma of Bank Guarantee towards Performance Security**

**PERFORMANCE GUARANTEE**

Ref No.....

Bank Guarantee No .....

Dated : .....

IN consideration of the Governor of Uttar Pradesh (hereinafter called “the Government”) having agreed; to exempt \_\_\_\_\_ (hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement, dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called “the said Agreement”), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) we, \_\_\_\_\_ (indicate name of the Bank) (hereinafter referred to as “the Bank”) at the request \_\_\_\_\_/contractor(s)/, do hereby undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We \_\_\_\_\_ (indicate 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 Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(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. \_\_\_\_\_
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) 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 contractor(s) shall have no claim against us for making such payment.
4. We, \_\_\_\_\_ (indicate name of the 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 Government under or by virtue

of the said agreement have been fully paid and its claims satisfied or discharged or filed \_\_\_\_\_ office/ Department \_\_\_\_\_ certifies that the terms and conditions of the said Agreement, have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.

5. We, \_\_\_\_\_ (indicate name of the Bank) further agree with the Government that the Government 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 contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) 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 Contractor(s) or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, \_\_\_\_\_ (indicate name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_  
for \_\_\_\_\_  
(Indicate the name of Bank).

#### **Instructions for furnishing Bank Guarantee**

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase Agreement has been placed. The non-judicial stamp paper should be in name of the issuing bank.
2. The validity of the Bank Guarantee should be as mentioned in the RFP (RFP Ref. No. ....) for " SELECTION OF CONSULTANT COMPANY FOR PROVIDING CONSULTANCY SERVICES TO ATTRACT INDUSTRIAL INVESTMENT UNDER LONG TERM INVESTMENT PROGRAMME".
3. The Bank Guarantee by Indian Bidders will be given from Scheduled Bank only. The Foreign Bidders will give Bank Guarantees from an Indian Bank situated in that country.

