



## **SELECTION OF CONSULTANTS**

### **REQUEST FOR PROPOSAL (DIRECT RFP WITHOUT EOI)**

**RFP NO: MSRLM/SMMU/MIS/PM/01/2025-26**

**Hiring of Consultancy Services for Process Monitoring of MSRLM**

**Client: Maharashtra State Rural Livelihoods Mission (MSRLM)**

**Country: INDIA**

**Project: Maharashtra State Rural Livelihoods Mission (MSRLM)**

**Issued on: 19<sup>th</sup> Sep, 2025**

**Issued By**

**Chief Executive Officer**

Maharashtra State Rural Livelihood Mission,  
State Mission Management Unit, 5<sup>th</sup> floor,  
CIDCO Bhavan, South wing, CBD Belapur,  
Navi Mumbai, Maharashtra – 400614

Tel - 022-27262552/54 Email - [procurement@umed.in](mailto:procurement@umed.in)

<https://umed.in>

### Schedule for the RFP

Bid Reference	Details
Date of Issue of RFP	The tender document is available on <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> from 19/09/2025
RFP Submission start date	19/09/2025
Pre-RFP meeting date	29/09/2025 on 13.00 Hrs
Last date for down loading of RFP document from the E- procurement platform: <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>	06/10/2025 upto 15.00 Hrs
Last date and time for RFP submission /uploading of bid in E-Procurement platform	06/10/2025 upto 15.00 Hrs
Time and date of opening of Technical Bids	The bid will be opened online by the Authorized Officers on 07/10/2025 on 15.00 Hrs.
Date and time of opening of Financial Bids	Shall be informed later to technically qualified Bidders
Tender Fee (Non-refundable)	2,500/- (Rupees Two Thousand Five Hundred ) to be paid online on the e-tendering portal at the time of submission of the tender
Earnest Money Deposit (EMD)	5,00,000/- (Rupees Five Lacs) to be paid online on the e-tendering portal at the time of submission of the tender
Submission of RFP EMD	Online through <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>
Pre-RFP meeting Place, Proposal Opening Place and address for communication	Maharashtra State Rural Livelihood Mission, State Mission Management Unit, 5th floor, CIDCO Bhavan, South wing, CBD Belapur, Navi Mumbai, Maharashtra – 400614
Performance Security	5% of the total value of the contract
Last date for furnishing Performance Security in the form of Bank Guarantee or Demand Draft by the successful consultants	Within twenty-eight (28) days of the receipt of the Letter of Acceptance. The Performance Security shall be valid for 90 days after the completion of contract.

Note: Consultants are requested to frequently visit <https://mahatenders.gov.in> to see any change in scheduled dates, and for any other changes made in the RFP document through corrigendum etc. If there is any difference between date mentioned in RFP document and date mentioned on <https://mahatenders.gov.in>, in such case date mentioned on <https://mahatenders.gov.in> is final.

#### 1. Earnest Money Deposit (EMD) & Tender Fee

The consultants are requested to deposit the EMD as mentioned in the Schedule for RFP through the Online Payment Gateway as integrated in the <https://mahatenders.gov.in> e-tendering solution.

- a) Bidder has to submit the EMD amount of Rs. 5,00,000/- (Rs. Five Lakh Only) and Tender Fees of Rs. 2,500/- (Rs. Two Thousand Five Hundred Only nonrefundable) shall be payable through online mode only by net banking. Scanned copies of deposits of EMD and Tender Form Fees has to be uploaded in the technical bid.
- b) No interest will be payable to the bidder on the amount of the EMD.
- c) The RFP submitted by bidders without the prescribed EMD, will be rejected.
- d) The Unsuccessful consultants EMD will be returned within 120 days from the date of opening of the financial bid.
- e) The EMD of successful consultants will be returned after the award of contract and submission of the Performance Security in the form of Bank Guarantee / Demand Draft within specified time and in accordance with the format given in the RFP document.
- f) The EMD may be forfeited:
  - If a consultants withdraws his proposal or increases his quoted prices during the period of proposal validity or its extended period, if any.
  - If successful bidder fails to sign the Contract or to furnish Performance Security in the form of Bank Guarantee / Demand Draft within specified time in accordance with the format given in the tender document.
  - If during the RFP process, a consultant indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of the CEO MSRLM regarding forfeiture of the EMD shall be final and binding upon consultants.

## **2. Performance Security**

The selected Consultant shall deposit the Performance Security as follows:

- a. The successful bidder shall at his own expense, deposit with the TIA, a Performance Security in the form of Bank Guarantee or Demand Draft as mentioned in clause Schedule for the RFP.
- b. The Performance Security may be discharged/returned by the TIA upon being satisfied that there has been due performance of the obligations of the successful consultant under the contract. However, no interest shall be payable on the Performance Security
- c. The CEO MSRLM shall also be entitled to make recoveries from the Performance Security on the following grounds:
  1. If successful consultant failed to provide services under the contract for whatever reason.
  2. Any amount imposed as a fine for irregularities Committed by the consultant.

3. Any amount which the CEO MSRLM becomes liable to the Government /Third party on behalf of any default of the consultant or any of his/her/their agent/ employees or staff.
4. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
5. Any other outstanding amount.

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# PART I

## Section 1. Letter of Invitation

19<sup>th</sup> Sep, 2025

**RFP No.:** MSRLM/SMMU/MIS/PM/01/2025-26

To

**Kind Attention:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs/Madams,

1. The Maharashtra State Rural Livelihoods Mission (MSRLM) has received fund from Ministry of Rural Development (MoRD) and Government of Maharashtra (GoM) to implement Deen Dayal Antoyodaya Yojana, National Rural Livelihoods Mission (DAY NRLM) which is a flagship program of the Ministry of Rural Development (MoRD), Government of India (GoI). MSRLM is intends to apply a portion of the proceeds of this fund to eligible payments under the contract for which this Request for Proposals is issued.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”) for hiring of Consultancy Services for Process Monitoring of MSRLM and Livelihoods intervention under MSRLM
3. More details on the services are provided in the **Terms of Reference (Section 7)**.
4. A firm will be selected under Quality and Cost Based Selection (QCBS) procedure and in a Full Technical Proposal (FTP)format as described in this RFP
5. The RFP includes the following documents:

Section 1 - Letter of Invitation  
Section 2 - Instructions to Consultants and Data Sheet  
Section 3 - Technical Proposal (FTP) Standard Forms  
Section 4 - Financial Proposal - Standard Forms  
Section 5. Eligible Countries  
Section 6. Client Policy- Corrupt and Fraudulent Practices  
Section 7 - Terms of Reference  
PART II - Standard Forms of Contract (Lump-Sum)

6. Details on the proposal's submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,

**-Sd-**

**Nilesh Sagar IAS**

**Chief Executive Officer**

**Maharashtra State Rural Livelihoods Mission**

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## Section 2. Instructions to Consultants and Data Sheet

### A. General Provisions

#### 1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Guidelines” means the policies of the client’s governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (e) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (f) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices.
- (g) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (h) “Day” means a calendar day.
- (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (j) “Government” means the government of the Client’s country.
- (k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any

and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (m) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (n) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (p) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (q) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (r) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (s) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (t) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (u) “TORs” (this 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 Consultant, and expected results and deliverables of the assignment.

## 2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

## 3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

### a. Conflicting activities

- (I) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or

implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

**b. Conflicting assignments**

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

**c. Conflicting relationships**

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client, or of implementing agency, who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the **client** throughout the selection process and the execution of the Contract.

**4. Unfair Competitive Advantage**

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

**5. Corrupt and Fraudulent Practices**

5.1 The client requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.

5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the client

**6. Eligibility**

6.1 The client permits consultants (individuals and firms, including Joint Ventures and their individual members) from countries to offer consulting services for projects.

6.2 Furthermore, it is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the client in the Applicable Guidelines.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

**a. Sanctions**

6.3.1 A firm or an individual sanctioned by the client in accordance with the above Clause 5.1 or in accordance with “Anti-Corruption Guidelines” shall be ineligible to be awarded a contract, or to benefit from a contract.

**b. Prohibitions**

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

- (a) as a matter of law or official regulations, the client country prohibits commercial relations with that country, provided that the client is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the client’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

**c. Restrictions for Government-owned Enterprises**

6.3.3 Government-owned enterprises or institutions in the client country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its

reporting or supervisory authority or has the ability to exercise influence or control over it.

**d. Restrictions for public employees**

6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower's country, and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

(iii) their hiring would not create a conflict of interest.

**B. Preparation of Proposals**

- |   |   |
|---|---|
| <b>7. General Considerations</b>          | 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.  |
| <b>8. Cost of Preparation of Proposal</b> | 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client 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 Consultant. |
| <b>9. Language</b>                        | 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the   |

Client, shall be written in the language(s) specified in the **Data Sheet**.

**10. Documents  
Comprising  
the Proposal**

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

**11. Only One  
Proposal**

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

**12. Proposal  
Validity**

12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.

**a. Extension of  
Validity Period**

12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

**b. Substitution of Key Experts at Validity Extension**

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected by client.

**c. Sub-Contracting**

12.9 The Consultant shall not subcontract the whole of the Services.

**13. Clarification and Amendment of RFP**

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the

shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

**14. Preparation of Proposals – Specific Considerations**

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

**15. Technical Proposal Format and Content**

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

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert

position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. **Financial Proposal**
- 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.
- a. Price Adjustment** 16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.
- b. Taxes** 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.
- c. Currency of Proposal** 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
- d. Currency of Payment** 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

### C. Submission, Opening and Evaluation

17. **Submission, Sealing, and Marking of Proposals**
- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "Technical Proposal", "[Hiring of Consultancy Services for Process Monitoring of MSRLM and Livelihoods intervention]", reference number, name and address of the Consultant"

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**"

18. The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address.

18.1 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

18.2 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

## **18. Confidentiality**

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award

recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal. .

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

**19. Opening of Technical Proposals**

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out: (I) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

**20. Proposals Evaluation**

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. **Evaluation of Technical Proposals**
- 21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
22. **Financial Proposals for QBS**
- 22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.
- 22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
23. **Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)**
- 23.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant’s attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant’s choice.
- 23.2 The Financial Proposals shall be opened by the Client’s evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and

the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

**24. Correction of Errors**

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

**a. Time-Based Contracts**

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's 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.

**25. Taxes**

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

**26. Conversion to Single Currency**

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

**27. Combined Quality and Cost Evaluation**

**a. Quality- and Cost-Based Selection (QCBS)**

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

**b. Fixed-Budget Selection(FBS)**

27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

**c. Least-Cost Selection**

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

**D. Negotiations and Award**

**28. Negotiations**

28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

**a. Availability of Key Experts**

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

**b. Technical negotiations**

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

**c. Financial negotiations**

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates.

The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

## **29. Conclusion of Negotiations**

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

## **30. Award of Contract**

30.1 After completing the negotiations the Client, sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted Consultants.

30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

## Instructions to Consultants

### E. Data Sheet

<b>A. General</b>	
<b>ITC Clause Reference</b>	
<b>1 (c)</b>	INDIA
<b>2.1</b>	<p><b>Name of the Client:</b> Maharashtra State Rural Livelihoods Mission (MSRLM)  <b>Method of selection:</b> Quality and Cost Based Selection (QCBS)  <b>Quality 75% and Cost 25%</b>  <b>Applicable Guidelines</b> Procurement of Consultancy &amp; Other Services 2022, issued by Ministry of Finance, Government of India</p>
<b>2.2</b>	<p>Electronic –Procurement System  The Purchaser shall use the following electronic-procurement system to manage this RFP process: <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>  The electronic-procurement system shall be used to manage the following aspects of the Bidding process:</p> <ol style="list-style-type: none"> <li>1. Issuance of RFP document</li> <li>2. Submission of RFP</li> <li>3. Opening of the RFP</li> </ol>
<b>2.3</b>	<p><b>A pre-proposal conference will be held:</b> Yes</p> <p><b>Date of pre-proposal conference:-</b> 29<sup>th</sup> September, 2025 @ 13.00</p> <p><b>Address:</b> Maharashtra State Rural Livelihoods Mission (MSRLM)  5th floor, CIDCO Bhavan ,Southwing, CBD Belapur, Navi Mumbai,  Maharashtra – 400614, Phone:(+91) 022-27562554/52</p> <p><b>Contact person/conference coordinator:</b></p> <ol style="list-style-type: none"> <li>1. Nitin Harchekar State Mission Manager- Social Observation</li> <li>2. Kakasaheb Autade State Mission Manager –Procurement Email: <a href="mailto:procurement@umed.in">procurement@umed.in</a></li> </ol>
<b>2.4</b>	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b> Section 7 : Terms of Reference</p>
<b>4.1</b>	<b>Not Applicable</b>

6.3.1	Not Applicable
<b>B. Preparation of Proposals</b>	
9.1	This RFP has been issued in the English language. Proposals shall be submitted in English. All correspondence exchange shall be in English language.
10.1	<p><b>The Proposal shall comprise the following:</b>  <b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b>  <b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b>  (1) Power of Attorney to sign the Proposal  (2) TECH-1  (3) TECH-2  (4) TECH-3  (5) TECH-4  (6) TECH-5  (7) TECH-6  (8) Eligibility Criteria</p> <p style="text-align: center;">AND</p> <p style="text-align: center;"><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal :</b>  (1) FIN-1  (2) FIN-2  (3) FIN-3  (4) FIN-4  (5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p> <p><b>Important notes:</b></p> <ul style="list-style-type: none"> <li>• The Technical Bid should not contain any financial information. The Technical Proposal should be <b>in PDF file (links will be disqualified)</b>, with clearly visible text, properly numbered only in the prescribed template. The tables provide in the template should be filled with all the relevant details including clear indication of where each evidence is provided. If any financial information is found in the Technical Proposal, the bidder would be disqualified.</li> <li>• The Financial Bid should also be a single PDF file (multiple documents or unclear files or files shared in links will be disqualified). Therefore, only relevant pages of evidence should be shared (example if sharing a contract as evidence, share only pages where the details such as name of two parties, contract duration, scope of work, team details, contract value etc. are visible clearly). There is no need to share copy of the RFP in your response – share only the information stated in Annexures.).</li> </ul>
10.2	<p><b>Statement of Undertaking is required</b>  Yes  <i>[Paragraph (e) in Form TECH-1 included]</i></p>

11.1	<b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: No</b>												
12.1	<b>Proposals must remain valid for 120 calendar days after the proposal submission deadline</b>												
13.1	<p>The contact information for requesting clarifications is:  <b>Clarifications may be requested by E-mail: <a href="mailto:procurement@umed.in">procurement@umed.in</a></b></p> <p>Clarifications should be raised through the following table clearly indicating the query, RFP reference (para/section and page no) – queries raised in any other format will not be considered:</p> <table border="1" data-bbox="440 674 1433 821"> <thead> <tr> <th>Clarification No.</th> <th>RFP reference Para/ Section</th> <th>Page No.</th> <th>Clarification Sought</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>1. Nitin Harchekar  State Mission Manager- Social Observation  Email: <a href="mailto:mis@umed.in">mis@umed.in</a></p> <p>2. Kakasaheb Autade  Mission Manager –Procurement  Email: <a href="mailto:procurement@umed.in">procurement@umed.in</a></p>	Clarification No.	RFP reference Para/ Section	Page No.	Clarification Sought								
Clarification No.	RFP reference Para/ Section	Page No.	Clarification Sought										
14.1.1	<b>Shortlisted Consultants may associate with</b> (a) Non-shortlisted consultant(s): No. (b) Other Shortlisted Consultants: No.												
14.1.2 (do not use for Fixed Budget method)	<p><b>Estimated input of Key Experts’ time-input: 504 person months.</b>  <i>Note: The above estimated person months are clients estimated staff inputs. The Consultants is free to propose key and non-key staff inputs which it considers appropriate for the services required. All the experts whose services shall be provided as and when required should be available at MSRLM, 5<sup>th</sup> Floor, south wing, CIDCO Bhavan, sector 10, CBD Belapur, Navi Mumbai, Maharashtra-400614.</i></p> <p><b>Estimated key experts time input required: 15 person months</b></p> <table border="1" data-bbox="451 1514 1414 1814"> <thead> <tr> <th>Team Composition</th> <th>No of position</th> <th>Person Month</th> </tr> </thead> <tbody> <tr> <td>Team Leader</td> <td>01</td> <td>1 x12=12 Months</td> </tr> <tr> <td>Analyst/Research Manager</td> <td>01</td> <td>1 x03=03 Months</td> </tr> <tr> <td><b>Total Person Month</b></td> <td></td> <td><b>15 Months</b></td> </tr> </tbody> </table> <p><b>Estimated Non key experts time input required: 585 person months</b></p>	Team Composition	No of position	Person Month	Team Leader	01	1 x12=12 Months	Analyst/Research Manager	01	1 x03=03 Months	<b>Total Person Month</b>		<b>15 Months</b>
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<b>Total Person Month</b>		<b>585 Months</b>											
<b>14.1.3</b> for time-based contracts only	Not applicable												
<b>14.1.4 and 27.2</b> use for Fixed Budget method	Not Applicable												
<b>15.2</b>	The format of the Technical Proposal to be submitted is: <b>FTP</b> Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.												
<b>16.1</b>	<b>Remuneration and Reimbursement Expenses:</b> 1. Cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route measured from Headquarter and Sub-Offices of the MSRLM and including cost of lodging and boarding of personnel of the consultant & toll charges while journey on tour for purposes of the Services. 2. Cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services 3. Cost of printing and dispatching of the reports to be produced for the Services.												
<b>16.2</b>	A price adjustment provision applies to remuneration rates: <b>No</b>												
<b>16.3</b>	The Client will reimburse the Consultant for only GST if claimed separately. Information on the consultant's tax obligation in the country may be found on Ministry of Finance, Government of India website. The Consultant shall take advice from his tax consultant and shall suitability provide for his indirect tax liability/ GST in his quote for this assignment. At source deductions, however, shall be made as applicable.												

16.4	<p><b>The Financial Proposal shall be stated in the following currencies:</b></p> <p><b>INR (Indian Rupees)</b></p>
<p><b>C. Submission, Opening and Evaluation</b></p>	
17.1	<p><b>Submission of Proposals only electronically by e-procurement</b>  <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> portal.</p> <p><b>Do not submit hardcopies, these will not be accepted.</b></p>
17.4	<p><b>The Consultant must submit:</b></p> <p>(a) <b>Technical Proposal:</b> only electronically by e-procurement  <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> portal.</p> <p><b>Important:</b></p> <ul style="list-style-type: none"> <li>• <b>No financial information should be provided in the technical proposals, if found, the bidder would be disqualified from the tendering process.</b></li> <li>• <b>Please submit the proposals in the provided templates, do not include a copy of the RFP in your proposals.</b></li> </ul> <p>(b) <b>Financial Proposal:</b> only electronically by e-procurement  <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> portal.</p> <p>Please refer to important notes under 10.1 as well.</p>
17.7 and 17.9	<p><b>The Proposals must be submitted no later than:</b></p> <p>Date: as per published on <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> portal.</p> <p>Time: as per published on <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> portal.</p> <p>Excluding <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> portal any other mode RFP <b>shall not</b> accepted.</p> <p>The electronic RFP submission procedures shall be: as per <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> portal</p> <p><i>Please try and submit your proposals in advance of the due date and time keeping in mind network/ connectivity or other technical issues.</i></p>
19.1	<p>The bid opening shall take place at:</p> <p><b>Maharashtra State Rural Livelihood Mission,  State Mission Management Unit, 5th floor, CIDCO Bhavan,  South wing, CBD Belapur, Navi Mumbai, Maharashtra – 400614  India</b></p>

	<p>Date: as per published on <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> portal.</p> <p>Time: as per published on <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> portal.</p> <p>The electronic bid opening procedures shall be: by online as per <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> portal procedures.</p>
<p><b>19.2</b></p>	<p><b>Not applicable</b></p>
<p><b>21.1</b> (for FTP)</p>	<p>Consultant’s technical proposal shall be evaluated in two parts. Part A (as mentioned below) shall be the mandatory criteria that the consultants must meet. Technical Proposals of Consultants who do not meet the criteria in Part A, shall not be further evaluated, and the proposal shall be rejected. Technical Proposal of Consultants, who meet the criteria in Part A, shall be evaluated further using the scoring scheme contained in Part B below.</p> <p><b>Part A: Mandatory Criteria:</b></p> <ol style="list-style-type: none"> <li>1. <b>Short listing Criteria for the Consultant:</b> The minimum shortlisting criteria for consultant will involve review of information on the following points. <ol style="list-style-type: none"> <li>a) <b>Details of the Consultancy Organization:</b> The Agency may be Firm/ Company/ Institute/ Society and must be registered with the appropriate authority. <i>(In case of JV/Consortium, both the firms should fulfill this criteria independently)</i></li> <li>b) <b>Qualifications and Experience of firm:</b> The consultant should have <ol style="list-style-type: none"> <li>1) The Agency should have at least five years’ experience in providing consultancy services to the Central Govt. /State Govt. / CPSU/ State PSU/ Autonomous /Statutory Bodies/ Public Sector Banks/ Public Sector Insurance Companies as on date of submission of EOI. <i>(In case of JV/Consortium, lead firm should fulfill this criteria independently)</i></li> <li>2) The Agency should have successfully conducted at least 3 impact assessment contract/Monitoring &amp; Evaluation/Process Monitoring contracts during last five years for Central Govt. /State Govt. / CPSU/ State PSU/ Autonomous /Statutory Bodies/ Public Sector Banks/ Public Sector Insurance Companies.. <i>(In case of JV/Consortium, any firm or jointly firms should fulfill this criteria)</i></li> </ol> </li> <li>c) <b>Availability of Key Professionals:</b> The consulting firm should have minimum 6 professionals on his roll. Out of that at least 1 professionals in Finance Sector, 1 professional in Rural sector and 1 in Social sector and each should have at least 5 years of experience in the concern sector as on date of submission of this EOI. <i>(In case of JV/Consortium, any one firm or jointly both the firms should fulfill this criteria)</i></li> </ol> </li> </ol>

- d) **Financial Capability:** The consulting firm should have a minimum average annual turnover of Rs. 4.00 Cr. from consulting services in the last 3 financial years (i.e. FY 2021-22, FY 2022-23 and FY 2023-24).*(In case of JV/Consortium, lead firm should fulfill this criteria independently )*
- e) Consulting firm should not have been black listed, debarred or suspended by the any Central Govt. /State Govt. /CPSU/ State PSU/ Autonomous/Statutory Bodies/ Public Sector Banks/ Public Sector Insurance Companies during last five years from the date of submission of EOI. *(In case of JV/Consortium, both the firms should fulfill this criteria independently)*

A Joint Venture / Consortium of maximum two (2) firms are is allowed. In such case firm should submit notarized Joint Venture / Consortium agreement on Rs. 500 non-judicial stamp paper **clearly mentioning the name of the lead firm**. None of the firm of Joint venture/Consortium firm/member shall submit EOI individually or in Joint Venture /Consortium partner with the any other firm for this assignment. All the partner firms in the joint venture/consortium shall be jointly and severally liable for the entire contract, if selected.

**Part B: Evaluation Criteria:**

Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:

	<u>Points</u>
(i) <b>Specific experience of the Consultant (as a firm) relevant to the Assignment:</b>	<b>[25]</b>
(ii) <b>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</b>	<b>[45]</b>
a) Methodology – 15 points	
b) Work plan – 15 points	
c) Organization and staffing – 15 points	

*{Notes to Consultant:, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}*

(iii)**Key Experts ‘qualifications and competence for the Assignment:[30]**  
*{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}*

<b>Position</b>	<b>Key Expert</b>	<b>No of position</b>	<b>Max. Marks</b>
<b>K-1</b>	Team Leader	<b>01</b>	<b>20</b>
<b>K-2</b>	Analyst/Research Manager	<b>01</b>	<b>10</b>
<b>Total points for criterion (iii):</b>			<b>30</b>

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

<b>Sr.No.</b>	<b>Criteria</b>	<b>percentage weights</b>
<b>1</b>	General qualifications ( general education , training and experience)	20%
<b>2</b>	Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments, length of association with the current employer, etc.)	70%
<b>3</b>	Relevant experience in the region (working level fluency in local language (Marathi)/knowledge of local culture or administrative system, government organization, etc.):	10%
<b>Total weight</b>		<b>100%</b>

**Total points for the four criteria: 100**

**The minimum technical score (St) required to pass is: 70**

<b>21.1</b> [for STP]	<i>Not Applicable</i>
<b>23.1</b>	<b>An online option of the opening of the Financial Proposals is offered:</b> <b>Yes</b> As per <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> portal option.
<b>25.1</b>	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as GST, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.

26.1	<b>Not Applicable</b>
27.1 (QCBS only)	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b>  <b>T = 0.75 and</b>  <b>P = 0.25</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:  <b>S = St x T + Sf x P</b></p>
<b>D. Negotiations and Award</b>	
28.1	<p><b>Expected date and address for contract negotiations:</b>  <b>Date:</b> 20<sup>th</sup> Oct 2025  <b>Address:</b>  The Chief Executive Officer,  Maharashtra State Rural Livelihoods Mission,  5<sup>th</sup> Floor ,South wing, CIDCO Bhavan, Sector 10, CBD Belapur,  Navi Mumbai, Maharashtra – 400614.Ph. :- (022) 27562552/54  <i><b>The Consultants should submit the signed confirmations with all key and non-key personnel for the duration of the assignment and also indicating whether they are on Consultancy Firms’ payroll or outsourced at the time of contract negotiations.</b></i></p>
30.1	<p><b>The publication of contract award information shall be placed on <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> web site.</b></p>
30.2	<p><b>Expected date for the commencement of the Services:</b>  <b>Date:</b> 10<sup>th</sup> Nov 2025 <b>at:</b> Belapur Navi Mumbai, Maharashtra , India</p>

### Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

#### CHECKLIST OF REQUIRED FORMS & DOCUMENTS

Required for FTP or STP (√)		FORM	DESCRIPTION	Page Limit
FTP	STP			
√	√	TECH-1	Technical Proposal Submission Form.	
	“√” If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
	“√” If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
√		TECH-2	Consultant’s Organization and Experience.	Not more than 10 pages
√		TECH-2A	A. Consultant’s Organization	
√		TECH-2B	B. Consultant’s Experience	
√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
√		TECH-3A	A. On the Terms of Reference	
√		TECH-3B	B. On the Counterpart Staff and Facilities	
√		TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	Not more than 20 pages
√		TECH-5	Work Schedule and Planning for Deliverables	Not more than 5-7 pages
√		TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	Not more than 3-4 pages per CV.
			ELIGIBILITY /QUALIFICATION CRITERIA:	

## FORM TECH-1

### TECHNICAL PROPOSAL SUBMISSION FORM

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{Location, Date}

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To:

*The Chief Executive Officer,  
Maharashtra State Rural Livelihoods Mission,  
5th Floor, South wing, CIDCO Bhavan ,  
Sector 10, CBD Belapur, Navi Mumbai,  
Maharashtra – 400614*

Dear Sir/Madam,

We, the undersigned, offer to provide the Consultancy Services for Process Monitoring of MSRLM and Livelihoods intervention in accordance with your Request for Proposals dated **19<sup>th</sup> September, 2025**. We are hereby submitting our Proposal, which includes this Technical Proposal sealed in a separate envelope.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the client’s policy in regard to corrupt and fraudulent practices as per ITC 5.

- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by Government of India / State Govt. / CPSU/ State PSU/ Autonomous/Statutory Bodies/ Public Sector Bank/ Public Sector Companies
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

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

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

Name of Consultant (company's name or JV's name): \_\_\_\_\_

In the capacity of: \_\_\_\_\_

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

Contact information (phone and e-mail): \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

## FORM TECH-2

### CONSULTANT’S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

#### A - Consultant’s Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

#### B - Consultant’s Experience

1. List only previous similar assignments successfully completed.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in INR / Amount paid to your firm)	Role on the Assignment
{e.g., Jan.2009– Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of .....; }	{e.g., Ministry of ....., country}	{e.g., INR 1 mill/INR 0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., INR \$0.2 mil/INR \$0.2 mil}	{e.g., sole Consultant}

## **FORM TECH-3**

### **COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

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Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

#### **A - On the Terms of Reference**

{Improvements to the Terms of Reference, if any}

#### **B - On Counterpart Staff and Facilities**

{Comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

**FORM TECH-4**  
**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN**  
**RESPONDING TO THE TERMS OF REFERENCE**

---

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing }

- a) **Technical Approach and Methodology.**{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here. }
  
- b) **Work Plan.**{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }Consultants are required to propose realistic work plan vis-à-vis deliverables, staffing and should adhere to the work plan.
  
- c) **Organization and Staffing.**{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff. }.

## FORM TECH-5

### WORK SCHEDULE AND PLANNING FOR DELIVERABLES



N°	Deliverables <sup>1</sup> (D-..)	Months											TOTAL	
		1	2	3	4	5	6	7	8	9	....	n		
<b>D-1</b>	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5) .....													
	6) delivery of final report to Client}													
<b>D-2</b>	{e.g., Deliverable #2:.....}													
<b>n</b>														

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

**FORM TECH-6**  
**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	.....	D-...			Home	Field	Total
<b>KEY EXPERTS</b>															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]									
			[Field]	[0.5 m]	[2.5]	[0]									
K-2															
K-3															
n															
											<b>Subtotal</b>				
<b>NON-KEY EXPERTS</b>															
N-1			[Home]												
			[Field]												
N-2															
n															
											<b>Subtotal</b>				
											<b>Total</b>				

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.  
2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.  
3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

 Full time input  
 Part time input

**FORM TECH-6  
(CONTINUED)**

**CURRICULUM VITAE (CV)**

<b>Position Title and No.</b>	{e.g., K-1, TEAM LEADER}
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Country of Citizenship/Residence</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

<b>Period</b>	<b>Employing organization and your title/position. Contact no for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

**Membership in Professional Associations and Publications:**

\_\_\_\_\_

**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

\_\_\_\_\_

**Adequacy for the Assignment:**

<b>Detailed Tasks Assigned on Consultant’s Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

**Expert’s contact information:** (e-mail....., phone.....)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

{ day/month/year }

\_\_\_\_\_  
Name of Expert

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

{ day/month/year }

\_\_\_\_\_  
Name of authorized  
Representative of the Consultant  
(the same who signs the Proposal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Section 4. Financial Proposal - Standard Forms**

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Remboursable Expenses

**FORM FIN-1  
FINANCIAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To:

Dear:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)}{Insert amount(s) in words and figures}, *[Insert “including” or “excluding”]* of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

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 Clause 12.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Currency	Amount and or Gratuity	Purpose of Commission
_____	_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

---

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: \_\_\_\_\_  
 In the capacity of: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

## FORMS



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**FORM FIN-2 SUMMARY OF COSTS  
(IN BOQ FORMAT)**

<b>Item</b>	<b>Cost</b>
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet}
	In Indian Rupees (Rs.)
<b>Cost of the Financial Proposal</b>	
(1) <b>Total Remuneration (As per FIN 3)</b>	
(2) <b>Total Reimbursables (As per FIN 4)</b>	
<b>*Total Cost of the Financial Proposal:</b>	

\*Without GST

**Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).**

### FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration _____								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
<b>Key Experts</b>								
K-1			[Home]					
			[Field]					
K-2								
<b>Non-Key Experts</b>								
N-1			[Home]					
N-2			[Field]					
<b>Total Costs</b>								

## FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

B. Reimbursable Expenses _____								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of reports}							
	{e.g., Office rent}							
	.....							
	{Training of the Client's personnel – if required in TOR}							
Total Costs								

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.



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## **Section 5. Eligible Countries**

**In reference to ITC6.3.2**, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

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## Section 6. Client Policy- Corrupt and Fraudulent Practices

Manual for Procurement of Consultancy & Other Services 2017, issued by Ministry of Finance, Government of India:

### “Fraud and Corruption

It is require that consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, **the client:**

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) corrupt practice: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution
- (ii) fraudulent practice: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract.
- (iii) “Anti-competitive practice”: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act,2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.
- (iv) “Coercive practice”: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- (v) “Conflict of interest”: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
- (vi) “Obstructive practice”: materially impede the Procuring Entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to

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the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information;

- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or an individual at any time, in accordance with prevailing sanctions procedures, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time.

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## **Section 7. Terms of Reference**

### **Draft Terms of Reference**

#### **Consultancy Services for Process Monitoring of Maharashtra State Rural Livelihoods Mission**

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

Deen Dayal Antyodaya Yojana, National Rural Livelihoods Mission (DAY NRLM) is an ambitious mission mode programme launched by Ministry of Rural Development, Government of India for eradication of rural poverty. The Maharashtra State Rural Livelihoods Mission (MSRLM) was launched in 2011 under the aegis of the National Rural Livelihoods Mission (NRLM) – Aajeevika. The objective of the Mission is to reduce rural poverty in Maharashtra by creating and strengthening community based institutions which would function as pathways to sustainable livelihoods of the poor. The Mission is being implemented in a phased but intensive manner in the state. In the first phase, the Mission was being implemented in 36 blocks spread over ten districts and then slowly expanded in 13 districts of 50 blocks in 2016. In the year 2017, It has been further expanded to all the 15 districts of Maharashtra state in an intensive manner covering additional 84 blocks. And finally in all 351 blocks in 34 Districts of the state.

MSRLM aims at improving the livelihoods of the rural poor through mobilization of poor women into self-managed and self-sustained Community based Organizations (SHGs, VOs and CLFs, Producer Groups). MSRLM has been working with communities for achieving the key results in the areas of Social Inclusion, Financial inclusion, Economic Inclusion and Social Security. MSRLM has worked in a partnership mode with several partners to leverage the institutional expertise of organizations who have promoted institutions of the poor women to get their full potential to achieve saturation in coverage and meet the desired key results.

MSRLM seeks to commission process monitoring for a period of 1 year by an external agency. It is proposed to procure the services of agency experienced in monitoring and evaluation studies to process monitoring in 34 districts where the programme is being currently implemented in intensive manner. The services of the agency will be contracted as per the procurement guidelines of NRLM. The contracted agency will undertake the assignment under the overall supervision of the CEO of MSRLM or his/her nominee officers.

##### **2. Purpose and Objectives of Assignment**

The mandate of the Mission is to cover over 71 lakh rural poor households, across 34 districts, 351 blocks, 28000+ Gram Panchayats and 40,000+ villages in the State through self- managed Self-Help Groups and their federations and support them for livelihoods over a period of eight to ten years. Started in 2011, MSRLM has already made significant progress and has created impact by working with more than 66 lakh households and federating over 6.55 Lakh SHGs, 32812 Village Organizations, and 1965 Cluster Level Federations. Besides this process of social mobilization and institution building MSRLM has undertaken livelihood interventions through sustainable agriculture, goat rearing, floriculture, vegetable cultivation, backyard poultry, fishery, non-farm and marketing interventions linking nearly 38 lakh households.

MSRLM also has at the outset of the programme defined processes that would help different interventions and programme activities to be undertaken in order to achieve its objectives and

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<sup>1</sup> The draft ToR is indicative and should be finalized at the stage of RFP

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the goal. However, MSRLM is implementing a community driven programme and hence there is a need for responsive and adaptive monitoring system as community level development processes do not necessarily conform to pre-set rules, deadlines, targets or blue print approaches. Thus, process monitoring becomes an important corner-stone of any monitoring and evaluation framework at MSRLM that aims to sustainably alleviate poverty of at least 45 Lakh people, currently living below the poverty line in rural areas of Maharashtra and stay engaged with them till they come out of poverty. MSRLM perceives process monitoring as the regular analyses of which programme and community level actions and change elements are working or not working as well as the causality of the same. These analyses need to be done against the ‘normative processes 2’ defined for MSRLM. However, internal process monitoring may be influenced by biases resulting in it being sub-optimal hence there is a need for ‘neutral’ external organization to also undertake process monitoring. Along with the process monitoring, the progress of the MSRLM since 2011 also at this stage makes it relevant to undertake various thematic studies to understand the programme direction and the intermediate results it has been creating.

The overall objective through this assignment is to seek monitoring and evaluation services that shall entail process monitoring, and thematic studies. The detailed objectives under each task are as mentioned below.

**Process Monitoring:** Process monitoring should be carried over a year in 26 districts where MSRLM intervention is done in intensive manner. The process monitoring will be carried in 34 districts during the year covering (100% in each 3 months) of the blocks in these districts over the assignment period.

### Objectives

Following interventions are supposed to be monitored over the period of 2 years.

- a. **Model CLF-** *Overall working, Financial Aspects, Financial transactions, Committees and their functioning, Internal and Statutory audits, Meetings, SHG Gradation, Income generation ,Financial management, Rotation of Office bearers etc.*
  - b. **Producer groups-** *Governance, Financial management, Repayment, Business plans, Profit management etc.*
  - c. **Integrated Farming Clusters-***Governance, Selection of the families, LSC Management, Services, Fund management, Convergence.*
  - d. **Custom Hiring Centers-** *Procurement, Ownership, Renting, Books of records, Recovery, maintenance.*
  - e. **Producer Enterprises-**
  - f. **One stop facility center-**
1. To understand how project inputs result in project outputs, Outcomes and identify issues critical to such conversion;
  2. To identify deviations in implementation against the actual plan of implementation at community and programme management levels of MSRLM;

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<sup>2</sup> Normative processes are those processes which a programme defines at the outset as the intended nature, sequencing, frequency, and coverage of the processes the programme would undertake in order to achieve its objectives and the goal.

3. To provide pertinent recommendations for refining the unfolding processes and implementation of MSRLM at community and programme management levels;
4. To provide information necessary to the management to increase the effectiveness of the project;
  - a. inclusiveness;
  - b. internal and external functioning of the Community Institutions;
  - c. identification, financing and implementation of livelihood activities;
  - d. Convergence efforts made and succeeded etc.
5. To identify and document best practices for replication;

**3. Scope of Work:** The survey agency will be responsible for the following tasks:

- Designing an appropriate survey methodology, including sampling strategy and data collection tools.
- Conducting both quantitative and qualitative data collection, ensuring accuracy and reliability.
- Analyzing the collected data and presenting the findings in a comprehensive report.
- Providing actionable recommendations based on the survey results.

#### **4. Methodology, Design and Sample Selection**

Tasks	Sampling Design/Methodology
Process Monitoring	The agency is expected to conduct process monitoring across 100% of the blocks in 26 districts over a period of 1 years. In each quarter the finding is to be shared with state and district offices. There will be no sampling at state and district level, but care must be taken while designing the sampling frame, that a certain percentage of villages/CBOs are covered repeatedly for measuring the changes over a period of time. The sampling may be distributed each quarter such that sample representation of project blocks is covered during course of process monitoring and further comparison of old versus new blocks could also be undertaken. The indicators of process monitoring will be decided in consultation with MSRLM. Each qtr the agency will conduct process monitoring in selected sample villages in each quarter. Overall there will be 3 rounds of process monitoring with quarterly block/ and state level sharing of learnings. The external agency is expected to provide evidence-based observations to MSRLM, based on a systematic study. For each round, the agency will systematically observe, document and present key findings in the form of a standard report as prescribed by MSRLM. At the end of year, the agency will also conduct an annual workshop towards sharing of cumulative findings/learnings from the observations/findings.

#### **5. Deliverables and Timeline**

The agency is expected to deliver key outputs presented in the below table under each task.

Deliverable	Description	Timeframe (From Contract Signing)	Payment %
<b>A</b>	<b>Inception Activities</b>		
<b>1</b>	Inception Workshop	Within 2 weeks	-

<sup>3</sup> Refer Indicative Timelines

Deliverable	Description	Timeframe <sup>3</sup>	Payments
2	Inception Report	2 weeks	10%
3	Desk Review Report & Study Design (Sampling Plan Approved)	4 weeks	10%
4	Survey Modules, Pre-testing, Training Materials & Team Training	6 weeks	10%
<b>Task 1</b>	<b>Process Monitoring</b>	<b>(12 months)</b>	
5	1. Completion of Process Monitoring Round 1 (includes field work, validation, reports) 2. Completion of Process Monitoring Round 2 3. Completion of Process Monitoring Round 3	3 Rounds of Process Monitoring with each round to be conducted in not more than 3 months. Annual workshops and Annual Report should be completed in the 12 <sup>th</sup> month of the year.	After completion of each round 20% 20% 20%
<b>Task 2</b>	<b>Thematic Studies</b>		
6	Conduct of Five thematic studies as per suggestion of MSRLM thematic heads	To be carried along with the process monitoring activities as suggested by MSRLM and to be submitted at every Qtr of the Exercise along with Qtrly Report/Finding	Treated as part of Process Monitoring
7	Final Annual Workshop & Annual Report (including thematic study integration)	<ul style="list-style-type: none"> <li>Findings to be shared with MSRLM Each Qtr of the PM Survey</li> <li>Final Report Submission Completion of 52 Weeks</li> </ul>	10% ( After the completion of the final report)

### Indicative Timeline for the assignment

Indicative timeline towards deliverables for the tasks under this assignment is as given below.

Tasks	Year 1											
	Quarter 1			Quarter 2			Quarter 3			Quarter 4		
	M 1	M 2	M 3	M 4	M 5	M 6	M 7	M 8	M 9	M 10	M 11	M 12
Process Monitoring												
Thematic Studies												

## 6. Team Composition

The Agency is expected to comprise of a multi-disciplinary team with extensive expertise in conducting M&E in large-scale government and development partner funded programs. MSRLM expects shortlisted agencies having sound understanding of the state and regional- local contexts, expertise in socio-eco-political as well as legal and programme management processes. In line with this the shortlisted agencies need to propose a team that is able to effectively fulfill the expectations of this assignment. While there might be some overlap in the teams responsible for the different tasks, in the proposal the Agency should clearly distinguish which persons will be assigned to which tasks. This team will be available for the entire duration of the contract period and is expected to consist of the following individuals:

S. No.	Key Positions	Profile Required	Expected Competencies
<b>Core Staff</b>			
1.	Full time - Team leader (1 person)	<p>S/he should have PG in social sciences/ Rural Development/ community development/ Social work/ Economics, Statistics with at least 7 years of relevant experience in <b>Process Monitoring/Monitoring and Evaluation/capacity building /social mobilization.</b></p> <p>Fieldwork experience for at least 3-5 years in social/community development projects is a must.</p> <p>S/he should be well conversant with the methodology of community development and participatory research/resource analysis and livelihood issues with good analytical skills.</p>	<ul style="list-style-type: none"> <li>• Sound contextual understanding of Maharashtra</li> <li>• Verbal and written fluency in English language is necessary. Candidates with Marathi language will be preferred.</li> <li>• Designing MEL framework</li> <li>• Designing process monitoring framework</li> <li>• Anchoring process monitoring for large scale rural livelihood enhancement and micro-finance programmes</li> <li>• Strong analytical experience of social change processes</li> <li>• Sound understanding of community development processes</li> <li>• Leading of multi-location and multi-skill teams for MEL</li> <li>• Data analysis and presentation</li> <li>• Development of briefing notes, precise reports and case studies</li> </ul>
2.	Part time – Analyst/Research manager (1 person)	<p>S/he should have PG in social sciences/population sciences or allied fields in development studies/rural with 5 years of experience.</p> <p>Good knowledge in latest computer applications, web applications and knowledge of Research tools such as but not limited to SPSS/STATA and Atlas-ti will be preferred.</p> <p>Should be able to analyze and interpret qualitative and quantitative data in conjunction with MIS data.</p>	<ul style="list-style-type: none"> <li>• Sound understanding of data management software and programmes</li> <li>• Well-versed with Marathi and English languages</li> <li>• Data collection-entry-collation- analysis and presentation</li> <li>• Development of precise data- analysis based reports</li> </ul>

S. No.	Key Positions	Profile Required	Expected Competencies
<b>Key Field Staff</b>			
4.	Field Monitors (52 person)	The preferred education requirement for Field team coordinator is PG in social sciences/ Rural Development/ community development/ Social work/ sociology, Natural Resource Management, Rural Development etc with 4 years of relevant experience in field level research and managing teams of data collection.	<ul style="list-style-type: none"> <li>• Sound contextual understanding of Maharashtra</li> <li>• Well-versed with Marathi and English languages</li> <li>• Sound understanding of monitoring especially process monitoring for rural livelihood enhancement and micro-finance programmes</li> <li>• Sound understanding of community development processes</li> <li>• Leading of teams for MEL</li> <li>• Data analysis and presentation</li> <li>• Developing case studies.</li> </ul>
5.	Field Coordinators -13  For Process Monitoring	Graduate in social sciences/Social work or any relevant Subjects like sociology, Natural Resource Management, Rural Development etc. With at least 3-4 years of experience in social sector and 2-3 years of conducting field studies. Are well conversant with the local dialect.	<ul style="list-style-type: none"> <li>• Sound contextual understanding of Maharashtra</li> <li>• Well-versed with Marathi language</li> <li>• Sound understanding of monitoring especially process monitoring for rural livelihood enhancement and micro-finance programmes</li> <li>• Sound understanding of community development processes</li> <li>• Data collection-entry-collation- analysis and presentation</li> <li>• Developing case studies</li> </ul>

## **7. Ownership of Data**

MSRLM will remain the owner of all the data collected under this assignment output. The agency/agency team members or consultants will have no right of claim to the assignment or its output once completed. Any data, analysis, reports, research reports, process documents produced as a part of this assignment shall be deemed to be the property of MSRLM and the agency/consultant will not have any claims and will not use or reproduce the contents of the above documents without the permission of MSRLM.

### **Support to be provided by MSRLM**

MSRLM would supervise the assignment and facilitate the interaction and exchange of information between the Consultant Agency and MSRLM. All relevant mission documentation will also be made available to the Consultancy firm.

### **Composition of Review Committee to Monitor performance of the agency**

MSRLM will keep track on the deliverables of the assignments, take actions for the speedy settlement of the issues raised by selected agency and timely follow up. A committee would be setup under Chief Executive Officer, MSRLM towards achieving this.

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**PART II**  
**STANDARD FORM OF CONTRACT**  
**CONTRACT FOR CONSULTANT'S SERVICES**

**Lump-Sum**

**Project Name** National Rural Livelihoods Project & National Rural  
Livelihoods Mission

**Contract No.**

**Between**

*Maharashtra State Rural Livelihoods Mission (MSRLM)*

**and**

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*[Name of the Consultant]*

**Dated:** \_\_\_\_\_





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## I. Form of Contract

### LUMP-SUM

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]*

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received fund from Government of India and Government of Maharashtra toward the cost of the Services and intends to apply a portion of the proceeds of this to eligible payments under this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (including Attachment 1 “Policy – Corrupt and Fraudulent Practices);
  - (b) The Special Conditions of Contract;
  - (c) Appendices:
    - Appendix A: Terms of Reference
    - Appendix B: Key Experts
    - Appendix C: Breakdown of Contract Price

## Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client 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.

For and on behalf of *Maharashtra State Rural Livelihoods Mission, State Mission Management Unit.*

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*Nilesh Sagar IAS, Chief Executive officer, MSRLM*

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

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*[Authorized Representative of the Consultant – name and signature]*

*[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

*[Name of the lead member]*

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*[Authorized Representative on behalf of a Joint Venture]*

*[add signature blocks for each member if all are signing]*

## I. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

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

- (a) “Applicable Guidelines” means Guidelines for Manual for Procurement of Consultancy & Other Services 2017, issued by Ministry of Finance, Government of India, dated April 2017.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (c) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (d) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (e) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (f) “Day” means a working day unless indicated otherwise.
- (g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (i) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (j) “GCC” means these General Conditions of Contract.
- (k) “Government” means the government of the Client’s country.
- (l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one

entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (n) “Local Currency” means the currency of the Client’s country.
- (o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (p) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (r) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (s) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (t) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

**2. Relationship between the Parties**

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

**3. Law Governing Contract**

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

**4. Language**

4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**5. Headings**

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

**6. Communications**

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified

in Clause GCC 4. 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 to such Party at the address specified in the **SCC**.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

**7. Location**

7.1. 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, whether in the Government's country or elsewhere, as the Client may approve.

**8. Authority of Member in Charge**

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**9. Authorized Representatives**

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.

**10. Corrupt and Fraudulent Practices**

10.1. The client requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC.

**a. Commissions and Fees**

10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party 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 or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract.

**B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**11. Effectiveness of Contract**

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

**12. Termination of Contract for**

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the

- Failure to Become Effective** event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. 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 statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. 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. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 17. Force Majeure**
- a. Definition**
- 17.1. 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 makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract** 17.4. 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.

**c. Measures to be Taken**

17.5. 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.

17.6. 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) calendar 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.

17.7. 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.

17.8. 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 Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

**18. Suspension**

18.1. The Client 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 request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

**19. Termination**

19.1. This Contract may be terminated by either Party as per provisions set up below:

**a. By the Client**

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (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 GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors 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 GCC 45.1;
- (d) 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) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the Consultant**

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar 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) calendar days.
  - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
  - (d) If the Client 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 Client of the Consultant's notice specifying such breach.
- c. **Cessation of Rights and Obligations**

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, 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 GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.
- d. **Cessation of Services**

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, 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 Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. **Payment upon Termination**

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

  - (a) payment for Services satisfactorily performed prior to the effective date of termination; and

- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

## C. OBLIGATIONS OF THE CONSULTANT

### 20. General

#### a. **Standard of Performance**

20.1 The Consultant shall perform the Services and carry out the Services 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 a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

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

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

#### b. **Law Applicable to Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

**21. Conflict of Interests**

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**a. Consultant Not to Benefit from Commissions, Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, 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 Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the client's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

**b. Consultant and Affiliates Not to Engage in Certain Activities**

21.1.3 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 non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

**c. Prohibition of Conflicting Activities**

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants 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.

**d. Strict Duty to Disclose Conflicting Activities**

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to

disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

**22. Confidentiality**

22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

**23. Liability of the Consultant**

23.1 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.

**24. Insurance to be Taken out by the Consultant**

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting, Inspection and Auditing**

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the client and/or persons appointed by the client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the client if requested by the client . The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the client inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the client's prevailing sanctions procedures.)

**26. Reporting Obligations**

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights of the Client in**

27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other

**Reports and Records**

documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, 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 Client.

27.2 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 Client's prior written approval to such agreements, and the Client 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**.

**28. Equipment, Vehicles and Materials**

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

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

**D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS****29. Description of Key Experts**

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

**30. Replacement of Key Experts**

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the

Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

**31. Removal of Experts or Sub-consultants**

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

**E. OBLIGATIONS OF THE CLIENT**

**32. Assistance and Exemptions**

32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or

appropriate for the prompt and effective implementation of the Services.

- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the SCC.

**33. Access to Project Site**

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

**34. Change in the Applicable Law Related to Taxes and Duties**

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties 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 Contract price amount specified in Clause GCC 38.1

**35. Services, Facilities and Property of the Client**

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

**36. Counterpart Personnel**

36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be

nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding Client'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 Client shall not unreasonably refuse to act upon such request.

**37. Payment  
Obligation**

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

**F. PAYMENTS TO THE CONSULTANT**

**38. Contract Price**

38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

**39. Taxes and Duties**

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

**40. Currency of  
Payment**

40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.

**41. Mode of Billing and  
Payment**

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

41.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 *The Final Payment.* The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

#### **42. Interest on Delayed Payments**

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

### **G. FAIRNESS AND GOOD FAITH**

#### **43. Good Faith**

43.1 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.

### **H. SETTLEMENT OF DISPUTES**

#### **44. Amicable Settlement**

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

#### **45. Dispute Resolution**

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

## II. General Conditions

### Attachment 1: Client’s Policy – Corrupt and Fraudulent Practices

**Manual for Procurement of Consultancy & Other Services 2017, issued by Ministry of Finance, Government of India:**

#### “Fraud and Corruption

It is require that consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the client:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(vii) corrupt practice: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution

(viii) fraudulent practice: any omission or misrepresentation that may mislead or attempt

to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract.

(ix) “Anti-competitive practice”: any collusion, bid rigging or anti-competitive

arrangement, or any other practice coming under the purview of The Competition Act,2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.

(x) “Coercive practice”: harming or threatening to harm, persons or their property to

influence their participation in the procurement process or affect the execution of a contract.

(xi) “Conflict of interest”: participation by a bidding firm or any of its affiliates that are

either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process

of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and

(xii) “Obstructive practice”: materially impede the Procuring Entity’s investigation

into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity’s rights of audit or access to information;

- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or an individual at any time, in accordance with prevailing sanctions procedures, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time.

## II. Special Conditions of Contract

*[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract										
1.1(b) and 3.1	<b>The Contract shall be construed in accordance with the law of India</b>										
4.1	<b>The language is: English</b>										
6.1 and 6.2	<p><b>The addresses are:</b></p> <table border="1" style="width: 100%;"> <tr> <td style="width: 20%;"><b>Client :</b></td> <td>Chief Executive officer, State Mission Management Unit, Maharashtra State Rural Livelihoods Mission.</td> </tr> <tr> <td><b>Attention :</b></td> <td>State Mission Manager- Social Observation, State Mission Management Unit, Maharashtra State Rural Livelihoods Mission.</td> </tr> <tr> <td><b>Address :</b></td> <td>Maharashtra State Rural Livelihoods Mission 5th Floor, CIDCO Bhavan, South Wing, CBD Belapur, Navi Mumbai, Maharashtra – 400614. Ph. :- (022) 27562552/54</td> </tr> <tr> <td><b>E-Mail:</b></td> <td><a href="mailto:mis@umed.in">mis@umed.in</a></td> </tr> <tr> <td><b>Telephone :</b></td> <td><u>022-27562552/54</u></td> </tr> </table>	<b>Client :</b>	Chief Executive officer, State Mission Management Unit, Maharashtra State Rural Livelihoods Mission.	<b>Attention :</b>	State Mission Manager- Social Observation, State Mission Management Unit, Maharashtra State Rural Livelihoods Mission.	<b>Address :</b>	Maharashtra State Rural Livelihoods Mission 5th Floor, CIDCO Bhavan, South Wing, CBD Belapur, Navi Mumbai, Maharashtra – 400614. Ph. :- (022) 27562552/54	<b>E-Mail:</b>	<a href="mailto:mis@umed.in">mis@umed.in</a>	<b>Telephone :</b>	<u>022-27562552/54</u>
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<b>E-Mail:</b>	<a href="mailto:mis@umed.in">mis@umed.in</a>										
<b>Telephone :</b>	<u>022-27562552/54</u>										
8.1	<p><i>[If the Consultant consists only of one entity, state “N/A”; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]</i></p> <p><b>The Lead Member on behalf of the JV is _____</b>  <i>_____ [insert name of the member]</i></p>										
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b>      <i>[name, title]</i> _____</p> <p><b>For the Consultant:</b> <i>[name, title]</i> _____</p>										
11.1	<b>The effectiveness conditions are the following:</b> Not Applicable										
12.1	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p><b>The time period shall be <u>One Month</u></b></p>										

<b>13.1</b>	<b>Commencement of Services:</b>  <b>The number of days shall be 15 days</b>  Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
<b>14.1</b>	<b>Expiration of Contract:</b> <u>The time period of the assignment will be 24 Months.</u> The contract may be extended as per the need of the mission.
<b>21 b.</b>	<b>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3- Yes</b>

23.1	<p><b>No additional provisions.</b></p> <p><i>[OR</i></p> <p>The following limitation of the Consultant’s Liability towards the Client can be subject to the Contract’s negotiations:</p> <p><b>“Limitation of the Consultant’s Liability towards the Client:</b></p> <p><b>(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 Client’s property, shall not be liable to the Client:</b></p> <p style="padding-left: 40px;"><b>(i) for any indirect or consequential loss or damage; and</b></p> <p style="padding-left: 40px;"><b>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</b></p> <p><b>(b) This limitation of liability shall not</b></p> <p style="padding-left: 40px;"><b>(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;</b></p> <p style="padding-left: 40px;"><b>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert “Applicable Law”, if it is the law of the Client’s country, or insert “applicable law in the Client’s country”, if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Client’s country].</b></p>
24.1	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p>(a) Professional liability insurance, with a minimum coverage of amount equivalent to the total value of the contract in Rupees.*</p> <p>b) 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 Motor Vehicle Act, 1988;</p> <p>c) Third Party liability insurance, with a minimum coverage of Rs. Ten lakhs;</p> <p>*The amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.</p>
27.1	<p><b><i>All proprietary rights remain with the Client.</i></b></p>
27.2	<p><b>The Consultant shall not use the data in any form, and other related documents for purposes unrelated to this Contract without the prior written approval of the Client.</b></p>
32.1	<p><i>deleted</i></p>

(a) through (e)	
32.1(f)	List of MSRLM officials with Names and cell phone/landline numbers
38.1	<p><b>The Contract price is:</b> _____ <i>[insert amount and currency for each currency as applicable]</i> <i>[indicate: inclusive or exclusive]</i> <b>of local indirect taxes.</b></p> <p><b>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall</b> <i>[insert as appropriate: "be paid" or "reimbursed"]</i> <b>by the Client</b> <i>[insert as appropriate: "for" or "to"]</i> <b>the Consultant.</b></p> <p><b>The amount of such taxes is</b> _____ <b>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.</b></p>
39.1 and 39.2	<b>The Client warrants that client will reimburse to the Consultant Service Tax as applicable.</b>
41.2	<b>The payment schedule: As per defined in TOR</b>
41.2.1	<b>Not Applicable</b>
41.2.4	<b>The accounts are: in Indian Rupee</b>
42.1	<b>The interest rate is:</b> Prevailing lending rate in RBI / SBI

<p><b>45.1</b></p>	<p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <ol style="list-style-type: none"> <li>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:                     <ol style="list-style-type: none"> <li>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <b><u>The Indian Council of Arbitration</u></b> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <b><u>The Indian Council of Arbitration</u></b> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</li> <li>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, <b><u>The Indian Council of Arbitration</u></b></li> <li>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, <b><u>The Indian Council of Arbitration</u></b> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</li> <li>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</li> <li>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the home country of any of their members or Parties or of the Government's country. For the purposes of this Clause, "home country" means any of:</li> </ol>

	<ul style="list-style-type: none"><li>(a) the country of incorporation of the Consultant or of any of their members or Parties; or</li><li>(b) the country in which the Consultant's principal place of business is located; or</li><li>(c) the country of nationality of a majority of the Consultant's shareholders; or</li><li>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</li></ul>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"><li>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Mumbai, Maharashtra, <b>INDIA</b></li><li>(b) the <b>English</b> language shall be the official language for all purposes; and</li><li>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</li></ul>

### III. Appendices

#### APPENDIX A – TERMS OF REFERENCE

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client’s input, including counterpart personnel assigned by the Client to work on the Consultant’s team; specific tasks or actions that require prior approval by the Client.]*

*Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant’s Proposal. Highlight the changes to Section 7 of the RFP]*

.....

#### APPENDIX B - KEY EXPERTS

*[Insert a table based on Form TECH-6 of the Consultant’s Technical Proposal and finalized at the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

.....

#### APPENDIX C – BREAKDOWN OF CONTRACT PRICE

*[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]*

*When the Consultant has been selected under Quality-Based Selection method, also add the following:*

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or

inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.”]

**APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE**  
*[See Clause GCC 41.2.1 and SCC 41.2.1]*

*{Guarantor letterhead or SWIFT identifier code}*

**Bank Guarantee for Advance Payment**

**Guarantor:** \_\_\_\_\_ *[insert commercial bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[insert Name and Address of Client]*

**Date:** \_\_\_\_\_ *[insert date]* \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ *[insert number]* \_\_\_\_\_

We have been informed that \_\_\_\_\_ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_ *[insert date]* \_\_\_\_\_ with the Beneficiary, for the provision of \_\_\_\_\_ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ *[insert amount in figures]* (\_\_\_\_\_) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[amount in figures]* (\_\_\_\_\_) *[amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

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<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number \_\_\_\_\_ at \_\_\_\_\_ *[name and address of bank #]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_ day of *\_[month]\_\_\_\_\_*, *\_[year]\_\_*,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

\_\_\_\_\_  
*[signature(s)]*

*{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}*

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<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

**PERFORMANCE SECURITY****Option: (Bank Guarantee)**

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Purchaser]*

**Date:** *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[Insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of \_ *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_) *[insert amount in words]*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

<sup>1</sup> *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

<sup>2</sup> *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee,*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

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*the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph:  
“The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”*