

**Government of India
Ministry of Rural Development
Department of Rural Development**

7th Floor, NDCC-II Building, Jai Singh Road, New Delhi 110001, INDIA

*Web: <https://gem.gov.in/>,
<https://rural.gov.in/en/documents/advertisement-tenders>*

Reference No: **J-11060/40/2024-RL 388368**

Request for Proposal

For

Hiring of services of an agency for study on MCLFs with reference to Human Resource.

Quality and Cost Based Selection (QCBS) on GeM

S. N.	Activity Description	Date
1.	Issue of RFP	26 th March 2025
2.	Last Date for Submission of Queries	1 st April 2025 upto 1:00 PM
3.	Pre-proposal meeting	1 st April 2025 at 3:00 PM (Via VC)
4.	MORD's response to Queries	4 th April 2025
5.	Submission of EMD Demand Draft <i>(Should be submitted before the Technical Bid submission deadline marked clearly to 'The Procurement Division' at 7th Floor, NDCC-II Building, Jai Singh Road, New Delhi 110001. To be submitted between 10:00 a.m. – 12:30 p.m. Handed only to The Procurement Division Team)</i>	Before deadline of online submission of Bid.
6.	Last Date for Online Submission of Bids	16 th April 2025 upto 2:00 PM
7.	Date for Opening of Technical Bids	16 th April 2025 at 2:30 PM
8.	Presentation by Bidders	To be informed later – Bidders to be prepared as intimation will be at very short notice
9.	Date for Opening of Financial Bids	To be informed later.

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**Government of India
Ministry of Rural Development (MoRD)
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7th Floor, NDCC-II Building, Jai Singh Road, New Delhi 110001, INDIA

Web: <https://gem.gov.in/>,
<https://rural.gov.in/en/documents/advertisement-tenders>

RFP No.: J-11060/40/2024-RL (388368)

Dated: 26th March 2025

I. NOTICE INVITING TENDER (NIT)

The National Rural Livelihoods Mission (Rural Livelihoods Division of the MoRD), invites Bids under a two-bid system i.e. Technical Bid and Financial Bid, from reputed and experienced agencies for the purpose of Hiring of services of an agency for study on MCLFs with reference to Human Resource.

The interested Bidders should submit their bids online at GeM portal on or before **16th April 2025 to 14:30 Hrs.** The details of RFP are available on websites <https://gem.gov.in/>, <https://rural.gov.in/en/documents/advertisement-tenders>.

If any agency submits the proposals in hardcopy, that agency will be disqualified.

MoRD reserves the right to cancel the bid at any time or amend / withdraw any of the terms and conditions contained in the Bid Document, without assigning any reason thereof.

**Additional Secretary RL
7th Floor, NDCC-II Building
Jai Singh Road
New Delhi 110001
INDIA**

II. INSTRUCTIONS TO BIDDERS

1. **Cost of Bid:** The bidder shall bear all costs associated with the preparation and submission of bid. MoRD shall, under no circumstances, be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
2. **Examination of RFP Documents:** The bidder is expected to examine all instructions, forms, terms, and conditions in the RFP document. Failure to furnish all information required by the RFP document or submission of a tender not substantially responsive to the RFP document in every respect shall be at the bidder's risk and may result in rejection of the bid.
3. **Alterations to RFP Document:** The bidder shall not make, or cause to be made, any alternations, erasures, or obliterations to the text of the RFP document. Any unauthorized alterations may result in the rejection of the bid.
4. **Eligibility:** The bidder shall be a Single Entity. Joint Venture/ Consortium of entities are not permitted.
5. **Preparation of Bids**
 - 5.1 **Language:** Bids and all accompanying documents shall be in English language. In case any accompanying documents are in a language other than English, it shall be accompanied by an English Translation with a certification of "True Translation of the contents of documents". In the event of any discrepancy between English version and original document, the English version shall prevail for the purpose of interpretation.
 - 5.2 **Form of Bid:** The form of bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder. A relevant power of attorney authorizing the representative to sign the bid on behalf of the bidder must be attached to the submission.
 - 5.3 **Currencies of Bid and Payment:** The bidder shall submit the financial bid in Indian Rupees (INR). All payments under this contract shall also be made in Indian Rupees.
6. **Clarifications by Bidders**
 - 6.1 Bidders requiring any clarification on the RFP document may contact Procurement Division of the MoRD in writing via e-mail/ post/ courier, within the timeline specified in the Schedule of Bidding Process, as set out in Clause 16- Schedule of Bidding Process.
 - 6.2 All correspondence requesting clarifications must be submitted in the format specified in 'Annexure-IX' via email: procurementnrlps@gmail.com
 - 6.3 MoRD shall endeavour to respond to the queries raised or clarifications sought by the Bidders. However, MoRD reserves the right, at its sole discretion, not to respond to any query or provide any clarification. Nothing in this clause shall

be construed, interpreted, or implied as obligating MoRD to respond to any query or to provide any clarification.

- 6.4 At any time prior to the Bid Due Date, MoRD may, at its sole discretion for any reason, whether at its own initiative or in response to clarifications requested by Bidder(s), modify the RFP document through the issuance of an Addendum/Corrigendum/Clarifications. Any such Addendum/Corrigendum/Clarifications issued shall be communicated to all Bidders via email and/or uploaded on the website of MoRD (<https://rural.gov.in/en/documents/advertisement-tenders>) and/or GeM Portal (<https://gem.gov.in/>). All modifications shall be binding on Bidders and shall form an integral part of the RFP document. Bidders are responsible for regularly checking the website and/or GeM Portal for any updates or changes to the RFP. Bidders are required to acknowledge receipt of such modifications and incorporate them into their bids.

7. Pre-Proposal Meeting

- 7.1 To clarify and discuss issues with respect to the Project and the RFP Document, a Pre-Proposal meeting ("Pre-Proposal Meeting") will be held as per the details provided in Clause 16- Schedule of Bidding Process. The meeting shall be conducted via Video Conference (VC), and the details of the VC will be shared closer to the date with the bidders who express their intention to participate. Bidders must inform MoRD of their intent to participate by writing an email to procurementnrtps@gmail.com at least 3 working days in advance of the pre-proposal meeting.
- 7.2 Prior to the Pre-Proposal meeting, the Bidders may submit a list of queries and any proposed suggestions, if any, in the word format as per 'Annexure-IX', , to the RFP requirements.
- 7.3 Bidders are advised that MoRD will not entertain any deviations to the RFP Document, either at the time of submission of the Proposal or thereafter. The Proposal submitted by the Bidders must be unconditional and unqualified, and by submitting a proposal, the Bidders will be deemed to have accepted all the terms and conditions of the RFP Document, including all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 7.4 In the event of any change in the schedule of the Pre-Proposal Meeting, the same shall be communicated to Bidders via email and/or posted on the MoRD website <https://rural.gov.in/en/documents/advertisement-tenders> and/or GeM Portal (<https://gem.gov.in/>).
- 7.5 Attendance of the Bidders at the Pre-Proposal Meeting is not mandatory. MoRD will endeavour to respond to all queries received by the scheduled date as per **clause 16** from all Bidders, irrespective of attendance of the Bidder in the Pre-Proposal Meeting.
- 7.6 No interpretation, revision, or other communication from MoRD regarding this solicitation will be considered valid unless it is issued in writing. MoRD may, at

its discretion, communicate responses to all Bidders whose Proposals are under consideration, either in writing or through standard electronic means such as Mail or by uploading responses on the official website(s), including a description of the enquiry but without identifying its source to all the Bidders.

8. Format and Signing of Bid

- 8.1 The documents comprising the bid shall be typed, and all pages of the bid shall be signed by a person duly authorised to sign on behalf of the bidder.
- 8.2 The bid shall contain no alternations, omissions or additions, except those made to comply with instruction issued by MoRD, or to correct errors made by the bidder. In such cases, the corrections shall be initialed/singed by the person signing the bid.
- 8.3 The bids should be properly typed, numbered, signed, and scanned to ensure clarity. Any unclear/illegible pages/evidence found in the bid not be considered or scored.

9. Submission of Bids

- 9.1 The bidder shall submit their offer under two bid system i.e. Technical and Financial Bid, complete in all respect. The bidders must upload and submit their bids only on GeM portal (URL: <https://gem.gov.in>). All the documents must be uploaded as per the folder structure specified on the portal. Any agency submitting proposal in hardcopy will be disqualified. **EMD of INR 48,000/-in the form of Demand Draft (DD) should be submitted before the Technical Bid submission deadline marked clearly to 'The Procurement Division' at 7th Floor, NDCC-II Building, Jai Singh Road, New Delhi 110001. To be submitted between 10:00 a.m. – 12:30 p.m. Handed only to The Procurement Division Team. A copy of the EMD DD/MSME certificate should be part of the technical bid to be uploaded online on GeM portal.** Bids without **EMD DD** will be disqualified. *MSMEs may submit their MSME certificate for exemption of EMD.*
 - 9.2 **If the Financial Bid details are found in Technical Bid, the Bid will be disqualified.**
 - 9.3 The bidders should not send any bids by hand/courier or any other method. These would not be accepted, and the agency will be disqualified.
 - 9.4 **Validity of Bid:** The bid must remain valid and open for acceptance for a period of **120 days** from the date of opening of Bid.
- ## 10. Late and Delayed Bids:
- 10.1 Bids must be received no later than the date and time stipulated in the RFP document. MoRD may, at its discretion, extend the deadline for submission of

bids, in which case all rights and obligations of both MoRD and the bidder will remain the same.

10.2 Bidders are encouraged to submit their Bids well before the deadline taking into account potential network/technical issues. Proposals not received by the deadline will be disqualified and will not be considered for evaluations. Bids received after the deadline, including any extension, will not be considered, and no exceptions will be made.

11. Opening and Evaluation of Technical Bid

11.1 Technical Bids shall be opened in accordance with the tender opening procedure on GeM Portal. The EMD in the form of DD will be checked at this point. **Technical Bids without EMD will be rejected.** {MSMEs must submit their MSME registration certificate for exemption}.

11.2 The Technical Bid of the bidder will be evaluated based on the eligibility criteria set out in the RFP document. Bids will be evaluated based on the information submitted by the bidders. However, MoRD reserves the right to seek clarification/documents from the bidders, if MoRD considers it necessary for proper assessment of the bid.

11.3 The Technical Bids will be evaluated based on eligibility criteria, and only those Bidders whose Technical Bids achieve a score of **70 (seventy) marks** or more out of 100 (one hundred) shall qualify for further consideration. The bidders will then be ranked from highest to the lowest based on their technical score (St).

12. Opening of Financial Bid and Final Evaluation

12.1 The Financial Bids of the technically qualified bidders shall be opened at a later stage. The technically qualified bidders shall be informed about the Financial Proposal opening.

12.2 The selection of the bidder shall be based on Quality and Cost Based Selection (QCBS) method, where weightage of Technical score shall be 70%, and weightage of Financial score shall be 30%.

12.3 The lowest quoted Financial Bid (Fm) is given the maximum financial score (Sf) of 100. The financial scores of other Bids shall be computed as follows:

$$Sf = 100 \times Fm/F$$

(F = amount of Financial Bid)

12.4 Bids shall finally be ranked according to their combined technical (St) and financial (Sf) scores as follows:

$$S = St \times 70\% + Sf \times 30\%$$

12.5 The Bidder with the highest combined score (Technical + Financial) shall be considered the successful Bidder. In the event of a tie between two or more

bidders with the highest combined score, MoRD reserves the right to select the successful bidder.

13. Right to accept any Bid and to reject any or all Bids

- 13.1 MoRD is not bound to accept the lowest bid or any bid and may, at any time, terminate the tendering process by providing written notice.
- 13.2 MoRD reserves the unequivocal right to cancel the (Letter of Award) LOA or terminate the contract/Work Order at any stage if it is discovered that the bidder has been blacklisted on previous occasions by any of the central/state government ministry/department/institutions/local bodies/municipalities/PSUs, or any other government-affiliated entity. MoRD may independently verify the bidder's blacklisting status through official records, third-party verifications or any other means it deems appropriate. In such cases, the bidder may provide all the relevant documents to clarify the status upon MoRD's request. Failure to do so, or any misrepresentation of facts, shall lead to immediate cancellation of the LOA or termination of the Contract/Work Order, without any liability of MoRD's part. MoRD's decision in this regard shall be final and binding..
- 13.3 MoRD may cancel the LOA or terminate the contract/ Contracts in the event the Successful Bidder fails to furnish the required performance security or fails to execute the agreement.
- 13.4 MoRD may cancel the LOA or terminate the contract/ Contract, if it found that any insolvency petition is/was pending against the successful bidder or its directors.

14. Award of Contract

- 14.1 MoRD will award the **Contract** to the Successful Bidder to perform the services satisfactorily as per the terms and conditions incorporated in the RFP document/Contract.
- 14.2 MoRD will communicate the acceptance of the Successful Bidder's bid via email. This email, along with the conditions outlined in the contract, will constitute the "Letter of Award (LOA)". The Contract shall prescribe the amount which MoRD will pay to the Successful Bidder in consideration of the execution of work/services by them as required.
- 14.3 The Successful Bidder will be required to commence the assignment at the earliest as communicated by MoRD in this regard.
- 14.4 The Successful Bidder shall execute the contract for the services within a period of fifteen (15) days from the date of issuance of Letter of Award.

15. Earnest Money Deposit (EMD) and Performance Security:

- 15.1. The Bidder should enclose bid security (EMD) of INR **48,000/-** only in form of **Demand Draft**, drawn in favour of **Pay and Accounts Officer, Ministry of Rural Development**. The tenders without EMD shall be summarily rejected. **Should be submitted before the Technical Bid submission deadline marked clearly to 'The Procurement Division' at 7th Floor, NDCC-II Building, Jai Singh Road, New Delhi 110001. Bidders must submit the bid security between 10:00 a.m. – 12:30 p.m. It should be handed only to The Procurement Division Team.** MSMEs may submit their MSME registration certificate for exemption.
- 15.2. A Performance Security of an amount equivalent to **5% of the total value of the contract amount**, in the form of Bank Guarantee (as per '**Annexure X**') valid for a period more than two months beyond the expiry of contract period, from a Nationalized Bank, should be furnished by the successful bidder with MoRDs account towards Performance Guarantee, which shall be refunded within two months of date of expiry/completion of the contract without any interest payable thereon. In the event of the agency failing to comply with any provision of the contract, Performance Guarantee shall stand forfeited.
- 15.3. The successful Bidder should also furnish the Indemnity Bond as per **Annexure XI**.

16. Schedule of Bidding Process

MoRD would endeavour to adhere to the following schedule:

S. N.	Activity Description	Date
1.	Issue of RFP	26 th March 2025
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S. N.	Activity Description	Date
8.	Presentation by Bidders	To be informed later – Bidders to be prepared as intimation will be at very short notice
9.	Date for Opening of Financial Bids	To be informed later.

* Venue of the Pre-Proposal Meeting – The Pre-Proposal Meeting will be conducted via **Video Conferencing** (Only one representative from the bidder's agency may be allowed to attend in person – kindly check with the Ministry by email).

Interested bidders should to procurementnrlps@gmail.com at least 3 working days before the pre proposal meeting so that VC details may be provided.

III. TERMS OF REFERENCE (TOR)

Background

The Deendayal Antyodaya Yojana – National Rural Livelihoods Mission (DAY-NRLM), inaugurated in June 2011, is a Ministry of Rural Development-sponsored programme. NRLM is being implemented by the Rural Livelihoods Division of Rural Development (MoRD). The Government of India (GoI) implements the Mission in collaboration with the State Rural Livelihoods Missions (SRLMs). The Mission's objective is to "To reduce poverty by enabling the poor households to access gainful self-employment and skilled wage employment opportunities, resulting in appreciable improvement in their livelihoods on a sustainable basis, through building strong grassroots institutions of the poor". In addition, the Mission intends to pursue a policy of supporting and strengthening community institutions, which are supposed to act as a conduit for the rural poor's livelihoods.

As part of the Institution Building component, DAY-NRLM has promoted 4.7 lakh Village Organizations (VOs) and 32,439 Cluster Level Federations (CLFs) across the country.

To develop CLFs as **self-managed, self-reliant and financially sustainable institution** DAY -NRLM has developed model CLF strategy. SRLMs are advised to select a few CLFs in every State for developing them as Model CLFs in a phased manner and integration of all DAY-NRLM components. These Model CLFs will become demonstration sites for replicating the best practices and scaling up of the Model CLF strategy across the country.

To ensure integration of all components, all SRLMs are requested to constitute core committees at State, District and Block level.

State Level Core Committee: A state level Core Committee shall be constituted with COO, SPMs - IB&CB, SI & SD, FI, LH-Farm, LH-Non-Farm and MIS under the chairmanship of CEO/ SMD. COO/ Senior official responsible for anchoring the Model CLF strategy in the State will act as the convenor and SPM- IB&CB would serve as the co-convenor of the committee. NRP- Model CLF Strategy, one of the representatives of TSA, supporting States for different thematic areas, shall be the invitee members of this Committee.

District Level Core Committee: A district level Core Committee with District Coordinator - IB &CB, SI&SD, FI, LH- Farm, LH- Non-farm and MIS has to be constituted under the chairmanship of District Project Manager. District Coordinator- IB, anchoring the Model CLF strategy at the district level will act as the convenor of the committee. SRPs assigned for supporting MCLF at that district level and one of the staff members from TSA supporting States for MCLF Strategy shall be one of the invitee members of this Committee.

Block Level Core Committee: A block level Core Committee with Area Coordinator/ Cluster Coordinator/ Young Professional facilitating Model CLFs strategy, Livelihood Coordinator for Farm & Non-farm, staff anchoring Financial Inclusion, SISD and MIS shall be constituted under the Chairmanship of Block Project Manager. The person anchoring the Model CLF strategy at the block level shall act as the convenor of the committee.

Role & responsibilities of Core Committees:

- The core committees are responsible for achieving the following the key performance indicators as per the agreed timeline.
 - Saturation (reaching all targeted household into SHGs)
 - Social Inclusion (inclusion of vulnerable household, inclusion of ST/ SC in leadership roles)
 - Governance (Systems of effective Governance in place at CLF)
 - HR Management (ensuring adequate staffing, training and review)
 - Financial Management
 - Adequate capitalization
 - CIF and Loan Management at VO/ CLF (ensure timely credit to SHGs, efficient use of CIF)
 - Sustainability (federations able to meet the cost of operations and become independent)
 - Quality of SHG/ VO (ensure functional and stable groups and VOs)
 - Financial Inclusion (increase outreach of financial services to members- digital services, financial literacy, pension products)
 - Improvement in exiting farm-based livelihoods (functioning of PGs/ POs)
 - Enterprise development (Graduate SHG members as entrepreneurs)
 - Social development initiative and convergence (CLF implementing activities for social development of members and ensure access to entitlements based on the AAP targets of the CLFs)
- The State core committees shall develop a vision for the state to promote and strengthen community institutions and share it with district, block level committee and CBOs.
- The core committees shall conduct monthly meetings for developing & implementing strategies, policies and action plan for integration of different thematic areas.
- The core committees shall review the physical and financial progress of the model CLFs during the last month & plan for next month.
- Block level core committee shall report to the district level core committee and District level core committee shall report to State level core committee. The committees shall submit monthly meeting minutes and progress reports to the higher-level committees and the concerned Model CLF anchor person regularly. The State core committee needs to submit their monthly meeting minutes and progress report regularly to NMMU IBCB team.
- The Core Committee members shall make joint visits to MCLF for ensuring integration of different thematic.
- The State Core Committee is responsible for scaling up of Model CLF strategy in the State.

Study Objectives

Today, after certain years of implementation, Day National Rural Livelihood Mission (DAY-NRLM) aims to perform a study to determine how the MCLFs are performing their roles and responsibilities around engaging & managing their HR. Also, a comparison across NRETP MCLFs and NRLM MCLFs will be undertaken.

Specifically, the study will have following objectives:

- To evaluate the effectiveness of MCLFs in managing dedicated human resources.
 - To assess the capacity and skills of MCLFs in managing human resources effectively, including their knowledge of recruitment of HR processes, deployment and appraisal of HR.
 - To assess the source of funds used for managing the HR vis-a- vis utilization of Viability Gap Fund and Start-up Cost
- To assess the impact of CLF –HR (in terms of contribution of CLF –HR) in overall performance of CLF
- Identify any challenges MCLFs face in managing HR at the community level, as well as suggestions of areas for improvement.
- To assess and compare the performance of MCLFs in NRETP States with MCLFs in NRLM States.

Scope of the Study and Methodology

The study will be undertaken in selected 7 NRETP and 3 NRLM States across the country. The 7 NRETP and 3 NRLM States have been selected purposively. The distribution of MCLFs across the selected States is given in the table below.

Sr. No.	Type	State Name	No. of MCLF
1	NRETP States	ASSAM	20
2		JHARKHAND	50
3		MADHYA PRADESH	126
4		MAHARASHTRA	153
5		RAJASTHAN	36
6		TAMIL NADU	18
7		WEST BENGAL	87
8	NRLM States	TRIPURA	103
9		MEGHALAYA	64
10		TELANGANA	205
		Total	862

Source: MIS Data MCLF

We attempt to select a statically robust sample of MCLFs across the 7 NRETP and 3 NRLM States. It may be noted that the total number of MCLFs across the 10 States is 862 as per the MIS. This is a case where the population size is known.

The formula for determining sample size for a known population is given below: Sample

$$\text{Size} = ((z^2 \times p(1-p))/e^2) / (1 + ((z^2 \times p(1-p))/e^2 \times N))$$

Where, z is the level of significance (1.64) at 90% Confidence level,

P is the proportion of interest – considered as 50%

e is the error level considered at 7.5%

N is the population size.

Using the formula a minimum sample of 120 MCLFs will be a statistically robust sample at 90 % confidence level with 7.5% level of error separately for NRETP and NRLM States. Thus, a total sample of 240 will be required for the study.

The sample of 120 MCLFs can be proportionately distributed separately across the NRETP and NRLM States as below.

Sr. No.	Type	State Name	No. of MCLF	Total MCLF	Sample MCLFs	Total Sample
1	NRETP	ASSAM	20	490	5	120
2		JHARKHAND	50		12	
3		MADHYA PRADESH	126		31	
4		MAHARASHTRA	153		37	
5		RAJASTHAN	36		9	
6		TAMIL NADU	18		4	
7		WEST BENGAL	87		21	
8	NRLM	TRIPURA	103	372	33	120
9		MEGHALAYA	64		21	
10		TELANGANA	205		66	
		Total	862		240	240

The sample MCLFs can be randomly selected from each state. In each MCLF the information pertaining to the performance of the same needs to be captured.

Timelines

The study will be undertaken within 12 weeks. The detailed timeline is provided in the table below:

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12
Finalizing the Indicators												
Developing the Questionnaire and sampling												
State Briefing of the Questionnaires												
Data Collection												
Data Entry												
Data Analysis												
Report Writing												
Review, Comments and Presentation												
Final Report												

Responsibility Matrix:

Ministry of Rural Development	Survey Agency
<ul style="list-style-type: none">• Scheme documents, guidelines.• Coordination with selected State functionaries, SRLMs about the study.	<ul style="list-style-type: none">• Inception report• Study instruments.• Final sampling of study respondents• Training to the field investigators• Data collection in the field• Data analysis• Report writing.• Submission of key deliverables as mentioned in the ToR• All necessary equipment etc. to its team/s (such as laptops, internet connectivity, travel, lodging, and logistic support, etc.)

Payment Milestones:

Payment will be made to the research agency based on the successful completion of key milestones, as outlined below

S. N.	Milestones	Period from the date of contract/ Output	Payment breakup
1	Submission of Inception report	2 nd week	10%
2	Submission of the Final study Instruments	3 rd week	20%
3	Completion of data collection and submission of draft report	12 th week	40%
4	Submission of final report	2 weeks post receipt of the comments on draft report	30%
Total			100%

Key Deliverables:

The research agency will be required to agree upon a work plan developed through mutual discussions. However, the following are the key deliverables that may include:

- i. Inception Report
- ii. Final study tools
- iii. Briefing manuals
- iv. Raw data
- v. Topline Findings
- vi. Draft report
- vii. Clean Data
- viii. Final report duly incorporating the comments/ suggestions by MoRD

IV. ELIGIBILITY & EVALUATION CRITERIA

S. N.	Criteria	Score	Supporting Documentation Required
1	<p>Agencies should have average annual turnover of at least 10 Lakh in the last three financial years (i.e., FY 2021-22, FY 2022-23, and FY 2023-24)</p> <ul style="list-style-type: none"> - Average Annual Turnover of INR 10 Lakhs – 5 marks, • Additional 1 mark for each additional INR 10 Lakhs turnover up to a maximum of 10 marks. 	10	Annual Audited Statements of Accounts/ CA Certificate, etc.
2	<p>Agency's specific experience in similar* projects:</p> <ul style="list-style-type: none"> • 5 Projects..... 5 Marks <p>At least 5 projects experience, out of which one project should be under Livelihoods domain in Rural Development sector.</p> <p>1 mark for each additional project up to a maximum of 10 marks.</p> <p><u>Similar projects would mean:</u> Evaluation studies with quantitative and qualitative techniques (Sample size at least 500 sample size for quantitative, and 20 In depth interviews / FGDs for qualitative)</p>	10	Experience/ Work completion certificate from Clients/ Work Orders/ Any other document certifying the experience Final Payment evidence to be provided.
3	<p>Methodology proposed by agency demonstrating understanding of the Terms of Reference and building on its own experience in similar assignments.</p> <p><u>Scoring would be based on:</u></p> <p>Methodology addressing all aspects of TORs (covers both qualitative and quantitative methods, transfer of knowledge to study teams, approach at state, district and blocks, sampling techniques, etc.).</p> <p>Role of proposed team as requirements</p> <p>Work plan for the duration of the assignment – what will be covered and what will be reported, etc.,</p>	40	Documented format and Presentation

4	<p>Qualification and relevant experience of key staff</p> <ul style="list-style-type: none"> -Team Leader - 15 marks -Evaluation Specialist -10 marks -Analyst - 8 marks -Field Manager - 7 marks <p><i>Educational and Experience requirement are provided in table below.</i></p> <p>Meeting Educational Qualifications (50% Marks); Relevant experience</p> <ul style="list-style-type: none"> • 25% on meeting minimum experience requirement. • Additional 1 mark for each year (from minimum experience required) up to remaining 25% 	40	CV of each key staff in template provided in the RFP
	Total	100	
Passing marks to qualify for opening of Financial Proposals: 70 Marks			

ANNEXURE I: CHECKLIST

S N	Tender Requirement	Yes/No	Page No. where documentation is inserted
1	Technical Bid (with no financial information)		N/A
2	Copy of EMD DD for INR 48,000/-/MSME certificate handed over to Procurement Division between 10:00 a.m. – 12:30 p.m. at 7th floor, NDCC – II building, Jai Singh Road, New-Delhi - 110001.		
3	The bidder should be registered under Companies Act or any other Association. <i>The copy of certificate of incorporation with registration number should be enclosed.</i>		
4	Core Team as per <u>Annexure VII (Section 3)</u>		
5	The bidder should have a minimum <u>average</u> annual turnover of Rs.10 lakhs in the last three financial years FY 2021-22, FY 2022-23, and FY 2023-24.		
6	The bidder must have GST registration. GSTN and PAN must be enclosed.		
7	The bidder should not be blacklisted by Central or State Government or under liquidation, court receivership or similar proceedings and should not be Bankrupt. Bidder must furnish undertaking to this effect with the bid document		

ANNEXURE II: TENDER SUBMISSION LETTER

To,

Additional Secretary RL
Ministry of Rural Development
Department of Rural Development
7th Floor, NDCC-II Building
Jai Singh Road
New Delhi 110001

Sub: Hiring of services of an agency for study on MCLFs with reference to Human Resource.

Ref: J-11060/40/2024-RL (388368)

I/ We, the undersigned, offer to provide above services to MORD. We are hereby submitting our bid.

I/We, hereby declare that:

- (a) We hereby enclose and submit our bid, containing the details as per the requirements of the tender, for your evaluation and consideration. The bid should include all required documents and forms, as specified in the tender document, to avoid disqualifications.
- (b) I/We have read carefully the terms and conditions of tender document attached hereto and hereby agree to abide by the said terms and conditions.
- (c) The bid submitted is unconditional.
- (d) I/We undertake that documents submitted are genuine/authentic, and no material information has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.
- (e) We shall provide available to the MORD any additional information it may find necessary or require clarification, supplement or authenticate the Bid.
- (f) Until a formal agreement is prepared and executed, acceptance of this tender document shall constitute a binding contract between MORD and us, subject to the modifications, as may be mutually agreed to, between MORD and us.
- (g) We agree to keep this bid valid for acceptance for a period of one hundred twenty (120) days from the date of opening the bid.

We understand that the MORD is not obligated to accept any tender submitted, and MoRD reserves the right to reject any or all tenders without providing any reasons.

Yours faithfully,

Authorized Signatory
(with Name, Designation, Contact no. and Seal)

Note: On the Letterhead of the Bidder.

ANNEXURE III: BIDDER'S AUTHORIZATION CERTIFICATE

To

Additional Secretary RL
Ministry of Rural Development
Department of Rural Development
7th Floor, NDCC-II Building
Jai Singh Road
New Delhi 110001

Sub: Hiring of services of an agency for study on MCLFs with reference to Human Resource.

Ref: J-11060/40/2024-RL (388368)

Dear Sir/Ma'am,,

I/ We {Name/ Designation}, hereby declare/ certify that {Name/ Designation} is hereby authorised to sign all relevant documents on behalf of the company/ firm in dealing with tender No. J-11060/40/2024-RL (388368) dated _____. He/ She is also authorised to attend meetings and submit technical and commercial information/ clarifications as may be required by you during the evaluation of the Bid. For validation purpose, his/ her verified signatures are provided below.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Verified Signature: -

Seal of the Organisation: -

Date: -

Place: -

Note: Please attach the valid power of attorney in favour of person signing this authorisation letter.

ANNEXURE IV: PERFORMA FOR AFFIDAVIT

(On non-judicial stamp paper of Rs. 100/-)

I _____ Proprietor/Director/Partner of the firm M/s._____, do hereby solemnly affirm that our firm M/s._____ has never been blacklisted/debarred by any Ministry, Department, Institution, Public Sector Undertaking (PSU), or any other government-affiliated entity of the Central or Government of India), and there has been no work cancellation due to poor performance, misconduct, or non-compliance in the last three (3) years, reckoned from the date of invitation of this Bid.

Furthermore, it is also certified that our agency is not bankrupt, or under liquidation, in court receivership, or undergoing any similar insolvency proceedings.

I further declare that the statements made hereinabove are true and correct to the best of my knowledge and belief, and nothing material has been concealed therefrom.

.....
Name of the Bidder

.....
Signature of the Authorised Signatory

.....
Name of the Authorised Signatory

Place: _____

Date: _____

ANNEXURE V: INFORMATION ON BIDDER'S ORGANISATION

S N	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Incorporation status of the Bidder (Company or Firm) (Relevant Certificate to be submitted in Technical Bid)	
4.	Year of Establishment	
5.	Valid GST registration No. (Copy of certificate to be submitted)	
6.	Permanent Account No. (PAN) (Copy of PAN Card to be submitted)	
7.	Name and Designation of the contact person to whom all references shall be made regarding this Bid	
8.	Telephone No. (with STD Code)	
9.	E-mail id of the Contact Person	
10.	Fax No. (with STD Code)	
11.	Website (if any)	

.....

Name of the Bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Place: _____

Date: _____

ANNEXURE VI: ANNUAL TURN OVER

The firm/agency should have a minimum average annual turnover of Rs. 10 Lakhs in the past three financial years.

Note: *The above data is to be supported by copies of the CA Certificate.*

FINANCIAL YEAR	ANNUAL TURNOVER AS PER AUDITED BALANCE SHEET (in INR)
2021-2022	
2022-2023	
2023-2024	
Total	
Average Annual Turnover of three Financial Years	

Seal and Signature of bidder
(Name and Designation of the authorized signatory)

ANNEXURE VII:

SECTION 1: RELEVANT EXPERIENCE IN SIMILAR ASSIGNMENTS

Relevant experience in similar assignments (10 Marks)

Please share your experience in doing similar assignments of at least 5 projects experience, out of which one project should be under Livelihoods domain in Rural Development sector.

SECTION 2: APPROACH & METHODOLOGY

Please explain your Approach, Methodology based on your understanding of the TORs.

Approach & Methodology (40 marks)

Methodology proposed by agency demonstrating understanding of the Terms of Reference and building on its own experience in similar assignments.

SECTION 3: CORE TEAM'S QUALIFICATIONS AND EXPERIENCE:

Key Resources (40 marks)

S.N	Position in Team	Area of Expertise required	Minimum Qualifications & Professional Experience desired	Education (Highest level)	Total Work Experience as per requirement
1	{Insert Name}, Team Leader	Economist or evaluation specialist with experience in Monitoring and evaluation of rural development projects, poverty studies	Masters in Economics/ Management/ Rural Management/ Agriculture Economics/ Agriculture/ Social Science with over 15 years of experiencing in conducting rigorous quantitative and qualitative evaluations in the field of financial inclusion and/or rural livelihoods.		
2	{Insert Name}, Evaluation Specialist	Design of survey, design of quantitative and qualitative tools, management and implementation of quantitative surveys, data management and analysis, preparation of reports	Masters in Economics/ Management/ Rural Management/ Social Work/ Social Sciences with at least 10 years of experience in rigorous quantitative and qualitative evaluations in rural developments		
3	{Insert Name}, Analyst	Data base management, data cleaning, data analysis using R, STATA, SPSS, Power BI, or any other statistical tool	Masters in Statistics/ Econometrics/ Mathematics with 5 years' experience in quantitative and Qualitative data analysis		
4	{Insert Name} Field Manager	Overall responsibility of field work	Graduate in any discipline with 5 years of experience in managing the field		

Note: Please provide clear and concise CVs/Resume of key resources highlighting relevant qualifications and experience related to this assignment. *Generic or unclear CVs and Resume's not customized for this assignment may be scored low.*

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., Team Leader}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

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.

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed <u>relevant to the Assignment</u>
[e.g., May 2005-present]	[e.g., Ministry of, advisor/Bidder to... For references: Tel...../e-mail.....; Mr. Hbbbbbb, deputy minister]		Insert only relevant activities based on role and TORs of this assignment.

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

Experts' 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 authorised
Representative of the Bidder
(the same who signs the Proposal)

Date

Signature

.....
Name of the Bidder

Signature of the authorised signatory: _____

Name of the Authorised Signatory: _____

Date: _____

Place: _____

ANNEXURE-VIII: FORMAT OF FINANCIAL BID LETTER

To,
Joint Secretary RL
7th Floor, NDCC-II Building,
Jai Singh Road,
New Delhi 110001

Sub: Hiring of services of an agency for study on MCLFs with reference to Human Resource.

Ref: J-11060/40/2024-RL (388368)

Dear

Having thoroughly examined the Bidding Document attached with the tender, we, the undersigned, hereby offer to provide the above services in full conformity with the said RFP document and we herewith submit our Financial Bid.

1. We offer to provide the Services for a total fee of INR XXXXX.
2. All reimbursable cost would be payable on actual basis.
3. All taxes would be extra as per prevailing Government rates.

We agree to abide by this Bid and the rates quoted therein for the orders awarded by MoRD within the period prescribed in the Bid, which shall remain binding upon us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India.

We confirm that we have complied with all the terms and conditions of the RFP. We understand and accept that you are not bound to accept the lowest or any Bid you may receive.

Dated thisDay of.....2025.

.....
Name of the Bidder

.....
Signature of the Authorised Signatory

.....
Name of the Authorised Signatory

Place: _____

SUMMARY OF COSTS

(Detailed breakup to be provided in separate pages)

S.N.	Particulars	Amount (in INR)
1	Fee	
2	Reimbursable Cost* (Travel etc.)	
3	Any other cost	
	Total without GST	
	Total with GST (in amount)	
	Total with GST (in Words)	

- I/We accept all the terms and conditions of your Bidding document referred to above.
- TDS will be deducted at prevailing rate. GST at applicable rates will be paid extra.
- I/ We understand you are not bound to accept any proposal you receive.

Note:

- ***The above total cost will be considered final and will be used for commercial scoring.***
- ***No cost whatsoever will be considered by MoRD before contract signing or during the contract life, the Consultant should ensure that all possible costs are included in the above offer.***

**For example, travel & accommodation cost of the core team, training cost for the field team, fees and per diem for the field travel cost for the field (local and otherwise), data entry and analyses cost, and other miscellaneous cost associated with the study.*

Attachments provided:

- Break up of Fee
- Break up of Reimbursable Cost (number of travels, cost per visit, local travel/ taxi, etc);
- Break up of 'Other Cost' (if any)

.....
Name of the Bidder

.....
Signature of the Authorised Signatory

.....
Name of the Authorised Signatory

Place: _____

—

ANNEXURE IX: FORMAT OF PRE-PROPOSAL QUERIES

To

Additional Secretary RL
Ministry of Rural Development
Department of Rural Development
7th Floor, NDCC-II Building
Jai Singh Road
New Delhi 110001.

Sub: Hiring of services of an agency for study on MCLFs with reference to Human Resource.

Ref: J-11060/40/2024-RL (388368)

Dear ...

Following are the Clarifications and Comments from the Terms and Conditions and Scope of Work for the subject RFP. These Clarifications are exhaustive.

S N	Clause No. and Page reference	RFP text	Query
1			
2			
...			

Yours faithfully,

Authorized Signatory
(with Name, Designation, Contact no. and Seal)

Note: On the Letterhead of the Bidder.

ANNEXURE X: FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To

Additional Secretary (AS RL)
MORD, MoRD,
7th Floor, NDCC-II Building,
Jai Singh Road,
New Delhi 110001.

WHEREAS _____ [Name and address of the Service Provider](hereinafter called "the Agency") has undertaken, in pursuant of Contract No. _____ dated _____ to provide the services on all terms and conditions set forth in the Contract and the Request for Proposal (RFP) _____ [Name of assignment] (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Agency shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency up to a total of _____ [amount of Guarantee] _____[in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Agency or of the Bank.

"This guarantee shall also be operatable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal

thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

Notwithstanding anything contained hereinabove"

- A. Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____).
- B. This bank guarantee shall be valid up to _____.
- C. We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us, a written claim or demand on or before _____.

Signature and Seal of the Guarantor _____

In presence of

Name and Designation

1. _____
(Name, Signature & Occupation)

Name of the Bank

Address

2. _____
(Name & Occupation)
Date

ANNEXURE XI: INDEMNITY BOND

INDEMNITY BOND

(Stamp Paper 100/- Rs. Cert. No.: _____)

THIS DEED of Indemnity is Executed at New Delhi on this day of January 2025, by, _____, hereinafter called the “the Bidder” (which expression shall, unless it be repugnant to the context or the meaning thereof mean and include his/her heirs, successors, executors, administrators and assigns) in favor of Ministry of Rural Development, Krishi Bhawan, New Delhi-110001, hereinafter called “the Beneficiary” (which expression shall, unless it be repugnant to the context or the meaning thereof mean and include its heirs, successors, executors, administrators and assigns).

Whereas We, M/s..... have entered into a contract with MoRD in accordance with the terms and conditions of the Agreement No..... (hereinafter referred to as “the said Contract”)

Whereas, under the said contract MoRD has agreed to make certain advance payments to us upon furnishing an indemnity Bond.

We, M/s hereby undertake as follows:

1. In consideration of MoRD agreeing to make the advance payment in accordance with the said contract upon furnishing indemnity Bond, we hereby undertake to indemnify MoRD and keep MoRD indemnified from time to time to the extent of any loss in accordance with said contract against any loss or damage caused to or suffered by MoRD by reason of any breach or breaches on our part of any of the terms and conditions contained in the said contract, or even due to any negligence or any other act or omission on our part. In the event we shall make any default or defaults in carrying out any of the works under the said contract, we shall forthwith on demand pay MoRD such sum of Rs..... as may be claimed by MoRD to the extent of its losses and damages, costs, charges or expenses by reason of such default or defaults on our part.
2. Notwithstanding anything to the contrary in these presents or in the said contract, MoRD's decision as to whatever we have made any default or faults or committed any breach of the contract or the amount or amounts to which MoRD is entitled by reasons thereof will be binding on us for the purposes of

this indemnity and weshall pay the same on demand without demur. This shall be without prejudice to other rights of MoRD under the contract and/or this indemnity.

3. That the bidder shall indemnify to MoRD to the extent of losses which will be caused to MoRD due to any act or omission of the bidder.
4. MoRD shall have the fullest liberty from time to time, to enforce or forebear from enforcing any of the terms and condition of the said contract and we shall not be released from our liability under this indemnity by the exercise of MoRD's liberty with reference to the matters aforesaid, or by reason of any time being given to us or any forbearance act, or omission on our part.
5. This indemnity bond and the powers and provisions herein contained are in addition to and not by way of limitation or substitute for any other Bank guarantees, or indemnities hereto before given to MoRD by us and this indemnity does not revoke or limit such indemnities or guarantees.

Yours faithfully,

()

Name and Seal of Contractor

Witness:

- 1.
- 2.

DRAFT FORM OF CONTRACT

CONTRACT FOR CONSULTANTS' SERVICES

Lump-Sum

Hiring of services of an agency for study on MCLFs with reference to Human Resource.

J-11060/40/2024-RL 388368

Contract No.

Between

Ministry of Rural Development (MoRD) And

XXXXXX

Dated: XX XXXXX 2025

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CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made on XXXXXX 2025, between **Ministry of Rural Development (MoRD)** (hereinafter called the “Employer”), of the First Part and, XXXXXXXXXXXXXXXX (hereinafter called the “Consultant”) of the Second Part.

WHEREAS

- (a) the Consultant, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this contract;
- (b) the “Employer” has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

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

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract; (b) The Special Conditions of Contract; (c) The following Appendices:
 - Appendix A: Description of Services/ Terms of Reference
 - Appendix B: Cost Estimates
 - Appendix C – Performance Bank Guarantee
2. The mutual rights and obligations of the “Employer” and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and
 - (b) the “Employer” shall make payments to the Consultant in accordance with the provisions of the Contract.

Request for Proposal (RFP) Document, pre-bid clarifications if any and financial proposal shall form part of this contract agreement.

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

For and on behalf of **MoRD**

Joint Secretary RL, MoRD

For and on behalf of XXXXXXXXXXXXXXXXX

Designation.

Witness

1.

2.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “Consultant” means {Name of Agency} that will provide the Services to the “Employer” under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the “Employer’s country.”
- (g) “GC” means these General Conditions of Contract.
- (h) “Government” means the Government of India.
- (i) “Local Currency” means Indian Rupees.
- (j) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
- (k) “Party” means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.
- (l) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- (m) “Reimbursable expenses” means all assignment-related costs as admissible to be reimbursed [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (n) “SC” means the Special Conditions of Contract by which the GC as may be amended or supplemented with the approval of the parties.

- (o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services, with the approval of the Employer.
- (q) "Third Party" means any person or entity other than the "Employer", or the Consultant.
- (r) "In writing" means communicated in written form.

1.2. Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant, or of principal and agent, between the "Employer" and the Consultant. The Consultant, subject to the terms of this Contract, shall have full responsibility for the management and control of its Personnel and Sub-Consultants, if any, engaged in performing the Services. The Consultant shall be solely responsible and accountable for the Services performed by them or on their behalf hereunder.

For the limited purpose of purchasing materials and engaging the services of the Third Parties necessary for execution of the Services under this Agreement, the Employer hereby appoints Consultant as its Limited Agent.

Save and except for the "Limited Agency" granted under this Agreement, Consultant acknowledges and agrees that it operates as an independent Party, and that neither party shall be considered the legal representatives of the other. Furthermore, the Consultant's Personnel and any third parties engaged to perform Services under this Agreement shall not be considered the employees of Employer.

1.3. Law Governing Contract: This Contract, including its meaning, interpretation, and the relationship between the Parties shall be governed by, and construed in accordance with the applicable laws of India.

1.4. Headings: The headings shall not limit, alter or affect the interpretation and meaning of this Contract.

1.5. Notices

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

acknowledge the receipt within (X) days. If no acknowledgement is received within the specified time frame, the notice shall be deemed to have been delivered on the date it was sent.

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

1.6. Location: The Services shall primarily be performed mostly in Delhi. In cases where the location of a particular task is not explicitly specified, the task may be performed at such other locations, as the “Employer” may approve. Any change in the location of a task shall be subject to prior written approval from the employer.

1.7. Authority of Lead Partner: In case the Consultant is a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified as the (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the “Employer” under this Contract, including without limitation the receiving of instructions and payments from the “Employer”. However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

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

1.9. Taxes and Duties: The Consultant, Sub-Consultants and Personnel shall be responsible for and liable to pay all direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10. Fraud and Corruption

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

- (i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

- (iii) “collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2 Measures to be taken by the Employer

- a) The Employer may terminate the contract if it determines, at any time, that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, and the consultant has not taken timely and appropriate action satisfactory to the Employer to address the situation/issue;
- b) The Employer may also impose sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded any future contracts if the employer determines, at any time, that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing Employer-financed contract;

1.10.3 Commissions and Fees

At the time of execution of the Contract, the Consultant shall disclose any commissions, fees, or similar payments that may have been paid, or are agreed to be paid to agents, representatives, or commission agents in connection to the selection process or execution of the contract. The disclosure must include, at a minimum the following information-the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee. Failure to disclose such commission, fees, or payments may result in the termination of the contract. The employer reserves the right to review and verify any disclosed commission or fees any may request additional documentation if deemed necessary.

1.10.4 Right to Conduct Audits:-

MoRD reserves the absolute right to conduct random or scheduled audits of the financial records, project documents, field reports, and any other relevant materials submitted by the bidder at any stage of the contract. The bidder shall provide full cooperation and grant unrestricted access to all necessary records, data, and personnel for the purpose of such audits. If any discrepancies, financial irregularities,

misrepresentation, or non-compliance with contractual obligations are identified, MoRD shall have the right to take action.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effective Date for Commencement of Contract:** This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's notice to the Consultant instructing the Consultant "to begin carrying out the Services. This notice shall confirm that the conditions precedent and effective conditions, if any, listed in the SC have been met and/or shall be complied with in the given time.
- 2.2 Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within the time period, after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claims against the other Party with respect hereto.
- 2.3 Commencement of Services:** The Consultant shall begin carrying out the Services not later than the number of days, after the Effective Date specified in the SC.
- 2.4 Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of the time period, after the Effective Date as specified in the SC.
- 2.5 Entire Agreement:** This Contract contains all covenants, stipulations, and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
- 2.6 Modifications or Variations:** (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- (b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.
- 2.7 Force Majeure**
- 2.7.1 Definition** (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to

be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken: (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

b) A Party affected by an event of Force Majeure shall notify the other Party of the occurrence of such event as soon as possible, and in any case, no later than fourteen (14) days following event. The notice shall provide evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

c) Any period within which a Party shall, pursuant to this Contract, is required to complete any action or task shall be extended for a duration equal to the time during which such Party was unable to perform such action due to Force Majeure.

d) During the period of their inability to perform the Services due to Force Majeure event, the Consultant, upon instructions by the "Employer", shall either:

(i) Demobilize; or

- (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

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

2.9 Termination

2.9.1.1 By the “Employer”: The “Employer” may terminate this Contract in the event of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause.

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.
- b) If the Consultant becomes insolvent or goes into liquidation or enters receivership, whether compulsory or voluntary.
- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- d) If the Consultant, on due investigation and in the judgement of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- g) If the consultant fails to provide the quality services as envisaged under this Contract, or of progress reports indicated substantial underperformance, The Employer may review at its discretion if so decide to give one chance to the consultant to improve the quality of the services or terminate the contract.

- h) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- i) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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

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

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

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and

equipment and materials furnished by the “Employer”, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

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

- a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, the consultant shall be entitled to remuneration pursuant to Clause GC 6.3(h) (i) for Services satisfactorily performed in accordance with the agreed scope prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- b) If the agreement/contract is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may, at its discretion, consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date. However, *the consultant will not be entitled to any amount during the pendency of arbitration proceedings nor until the arbitral award attained the finality. It is also made clear between the parties that the consultant will not be entitled any sum beyond the agreed consideration of total contract value.*

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award. However, the consultant will not be entitled to any amount during the pendency of arbitration proceedings as well as till the Arbitral award attained the finality. It is also made clear between the parties that the consultants will not be entitled any sum beyond the agreed consideration of a sum of Rs. _____/-

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance: The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and

practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer’s legitimate interests in any dealings with Sub-Consultants or Third Parties.

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

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.: (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept, for its own benefit, any trade commission, discount, or similar payment in connection with activities related to this Contract or in the discharge of its obligations hereunder, and the Consultant shall make its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Consultant shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the “Employer”.

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

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

3.3 Confidentiality: Except with the prior written consent of the “Employer”, the Consultant and the Personnel shall not ,at any time, disclose, share or

communicate any confidential information acquired in the course of the Services to any person, firm, or entity, nor shall they publish or publicize any recommendations, findings, or reports formulated as a result of the Services. Confidential information shall include, but is not limited to, proprietary data, government reports, research findings, methodologies, financial data, technical specifications, and any other information designated as confidential by MoRD. The Consultant shall ensure that all its employees, agents, and subcontractors adhere to the same confidentiality obligations.

Upon completion or termination of the contract, the Consultant shall return or securely destroy all confidential documents, digital records, and related materials, providing a written certification of compliance to MoRD. Any breach of this confidentiality obligation shall constitute a material breach of contract, entitling MoRD to take appropriate legal action, including immediate termination of the contract, financial penalties, and blacklisting of the Consultant from future government tenders.

3.4.1 Liability of the Consultant: Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this contract shall be provided by the Applicable Law.

3.4.2 Insurance to be Taken out by the Consultant: The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the "Employer", insurance against the risks, and for the coverages specified in the SC, and (ii) at the "Employer's" request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 Accounting, Inspection and Auditing:

Consultant agrees to keep full and proper records of all third-party invoices and travel expenses that support charges that have been billed to Employer pursuant to this Agreement ("Records"). Any such Records shall be kept for a period of not less than twelve (12) months after the relevant transaction or, if the Consultant/Employer relationship terminates or expires, twelve (12) months after the effective date of the termination or expiration, whichever comes first. Upon thirty (30) days prior notice to Consultant, Employer or its authorized representatives will be entitled to have such Records examined during Consultant's normal business hours, provided however, that only Records directly applicable to the Advertising Services performed pursuant to this Agreement shall be available for such examination.

Under no circumstances will Employer have access to Consultant's general ledger information, Consultant overhead or profitability data or to payroll, salary or bonus information, or timecards or other employee, personnel, and/or individual compensation records, or information indicating the date of payment by Consultant of third party invoices, or internal or external Consultant correspondence or communications regarding the keeping of client's records or regarding any other client audit.

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

- (a) Any change or addition to the Personnel listed in Appendix B
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-

Consultants are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Consultant to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.

3.7 Reporting Obligations: The Consultant shall submit to the "Employer" the reports and documents as required and instructed by the employer from time to time within the time periods set forth in the said Appendix. Final reports shall be delivered in pen/ hard drive in addition to the hard copies specified in said Appendix.

3.8 Documents Prepared by the Consultant to be the Property of the "Employer": All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the "Employer's prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9 Equipment, Vehicles and Materials Furnished by the "Employer"'s Equipment, vehicles and materials made available to the Consultant by the "Employer" or purchased by the Consultant wholly or partly with funds provided by the "Employer", shall be the property of the "Employer" and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant

shall make available to the “Employer” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Employer’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.

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

3.10 Data Privacy and Protection:-

The Parties shall comply with all applicable data privacy and protection laws, including the **Digital Personal Data Protection Act, 2023 (DPDP Act)**, under this contract. Any personal data shared by the Employer, shall remain its sole property and be processed strictly as per their written instructions. The Consultant shall ensure all data is stored and processed within India, prohibiting any unauthorized copying, retention, transfer, or use beyond the Employer’s scope. Employer shall have full access to audit logs, security reports, and compliance records. In the event of a data breach or security incident, the Consultants must notify the Employer within 24 hours, provide a detailed breach report, bear all associated costs, and take immediate remedial actions. Any violation, including unauthorized processing, storage, transfer, or failure to report breaches, shall constitute a material breach, entitling Employer to terminate the contract immediately and pursue legal or regulatory action as necessary.

4. CONSULTANTS’ PERSONNEL AND SUB-CONSULTANTS

4.1 General: The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services as are approved by the Employer.

4.2 Description of Personnel: (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant’s Key Personnel are as per the consultant’s proposal and are described in Appendix B (TORS). If any of the Key Personnel has already been approved by the “Employer”, his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix B may be made by the Consultant by written notice to the “Employer”, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the

ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the “Employer’s written approval.

- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix B may be increased by a separate agreement in writing between the “Employer” and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel: The Key Personnel and Sub-Consultants listed by title, as well as by name, in Appendix B are hereby approved by the “Employer”. In respect of other Personnel that the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the “Employer” for review and approval a copy of their Curriculum Vitae (CVs). The employer reserves the right to assess and approve the qualifications, experiences, and suitability of such additional personnel before their engagement.

4.4 Removal and/or Replacement of Personnel:

- (a) Except as the “MoRD” may otherwise agree, no changes shall be made in the key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the “MoRD” (i) finds that any of the Personnel has committed serious misconduct or has been charged with committing a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the “MoRD’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “MoRD”. additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
- (c) Removal and / or Substitution/replacement of Personnel (Core Team) shall be made only with prior written approval of the MoRD. Except as the MoRD may otherwise agree, no changes shall be made in the Personnel. Notwithstanding the above, the substitution of Personnel during Agreement execution may be considered based on the written request made by either side. However, in case of the Consultant, due to circumstances outside their reasonable control, such as resignation, death, medical incapacity; if it

becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement such person of equivalent or better qualifications and experience as is acceptable to the MoRD. In cases other than resignation, death or medical incapacity, the Consultant shall give thirty (30) days' notice to the MoRD and provide CVs for such replacements. For any such violation a penalty of 0.50% (zero point five percent) per person per week of the quarterly payment shall be imposed and deducted from the bills submitted.

- 4.5 Resident Project Manager:** If required by the SC, the Consultant shall ensure that, at all times during the Consultant's performance of the Services a resident project manager, acceptable to the "Employer", shall take charge of the performance of such Services. The Resident project manager shall be responsible for overseeing the performance of the services and shall be available on-site to manage and coordinate the execution of the services as per the terms and conditions of the contract.

5. OBLIGATIONS OF THE "EMPLOYER"

- 5.1 Assistance and Exemptions:** Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:

- a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits, and any other documents required for their stay in India.
- c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

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

5.3 Services, Facilities and Property of the “Employer”: (a) The “Employer” shall make available to the Consultant and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in the TORs.

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

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

5.5 Counterpart Personnel: (a) If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice, if specified in the TORs.

(b) Professional and support counterpart personnel, excluding “Employer’s” liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services (a) The total cost of the Services payable is set forth in Appendix B as per the consultant’s proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment: All payments under this contract shall be made in Indian Rupees(INR).

6.3 Terms of Payment: The payments in respect of the Services shall be made as follows:

- a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work-related milestones achieved and as per the specified percentage as per SC 7.
- b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.
- c) Final Payment: The final payment as specified in SC 7 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Employer" within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.
- d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the Employer (if presentation is required) with / without modifications to be communicated in writing by the Employer to the Consultant.
- e) If the deliverables submitted by the consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant.

This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable, and which is accepted by the Employer.

- f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.
- h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

- 7.1 Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 7.2 Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract. In case of dispute arises between the parties concerning any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. Upon receiving of such notice, the receiving party shall consider the Notice and respond to it in writing within 30 days.. If the receiving party fails to respond within 30 days, or if the dispute cannot be amicably settled within 60 days following the response, clause GC 8.2 shall become applicable.
- 8.2 Arbitration:** In the case of dispute arising out of, or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. The disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry of Rural Development. The Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings.
- 8.3** The arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 8.4** The decision of the majority of arbitrators shall be final and binding upon both parties. The cost of the arbitration, including the arbitrator's fees shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. LIQUIDATED DAMAGES

- 9.1** The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
- 9.2** The amount of liquidated damages under this Contract shall **not exceed 2% of the total value** of the contract as specified in Appendix B.
- 9.3** The liquidated damages shall be applicable under following circumstances:

- a) If the deliverables are not submitted as per schedule, the Consultant shall be liable to pay 2% of the total cost of the services for delay of each week or part thereof.
- b) If the deliverables are not acceptable to the Employer and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 2% of total cost of the services for every week or part thereof for the delay.

9.4 Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable, whether in contract or in tort or otherwise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue arising under or in connection with this Agreement.

10. MISCELLANEOUS PROVISIONS:

- (i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Consultant shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) Each member/constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (v) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (vi) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.
- (vii) The Consultant shall at all times indemnify and keep indemnified the

Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.

- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

III. SPECIAL CONDITIONS OF CONTRACT

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	<p>The addresses are: Joint Secretary RL Ministry of Rural Development 7th Floor, NDCC-II Building, Jai Singh Road, New Delhi 110001, INDIA procurementnrlps@gmail.com Consultant: Attention: Telephone: Email:</p>
2	1.8	<p>The Authorized Representatives are:</p> <p>For the Employer: Joint Secretary RL</p> <p>For the Consultant...</p>
3	2.3	Commencement of Services:
4	2.4	<p>The time period shall be 12 weeks from the date of operations/ assignment start date.</p> <p>If required, the client may extend the contract further for another year based on need and performance.</p>
5	3.2.2	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.
6	3.4.1	<p>Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p>

		<div>(ii) for any direct loss or damage that the total value of the Contract;</div> <div>(b) This limitation of liability shall not</div> <div>(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;</div> <div>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.</div>																
7	3.4.2	<div>The insurance coverage against the risks shall be as follows:</div> <div>(a) Third Party liability insurance, with a minimum coverage up to the cost of the contract.</div>																
8	6.3 (f)	<div>The accounts are;</div> <div>For local currency</div> <div>Receiving Bank: ...</div> <div>Account No. : ...</div> <div>IFSC/RTGS Code: ...</div> <div>MICR Code: ...</div> <div>Beneficiary Name: ...</div> <div>Beneficiary Address: ...</div> <div>The contract value will be paid based on milestones spread across 12 weeks period of the contract. Payment schedule is as follows:</div> <table><tr><th>S. N.</th><th>Milestones</th><th>Period from the date of contract/ Output</th><th>Payment breakup</th></tr><tr><td>1</td><td>Submission of Inception report</td><td>2nd week</td><td>10%</td></tr><tr><td>2</td><td>Submission of the Final study instruments</td><td>3rd week</td><td>20%</td></tr><tr><td>3</td><td>Completion of data collection and submission of draft report</td><td>12th week</td><td>40%</td></tr></table>	S. N.	Milestones	Period from the date of contract/ Output	Payment breakup	1	Submission of Inception report	2 nd week	10%	2	Submission of the Final study instruments	3 rd week	20%	3	Completion of data collection and submission of draft report	12 th week	40%
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2	Submission of the Final study instruments	3 rd week	20%															
3	Completion of data collection and submission of draft report	12 th week	40%															

		4	Submission of final report	2 weeks post receipt of the comments on draft report	30%
		Total			100%
9	1.5.2	Any party may change the address for service of notice upon it, by a notice in writing one (1) week prior of such change to the other party.			
10	8.3	The Arbitration proceedings shall take place in New Delhi, India.			
12		All proprietary rights remains with the client.			
13		The Consultant shall not use the data/ documents for purposes unrelated to this Contract without the prior written approval of the Client.			

APPENDIX A – DESCRIPTION OF SERVICES/ TERMS OF REFERENCE AND STAFFING SCHEDULE

APPENDIX B – COST

{Based on final financial quote of the Bidder}

APPENDIX C: FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY