

PRADESH STATE PLANNING COMMISSION
POVERTY MONITORING AND POLICY SUPPORT UNIT (PMPSU) MP

**(EXPRESSION OF INTEREST CUM REQUEST FOR
PROPOSAL)**

For

CONSULTANCY SERVICES

FOR

**“Formulation of Comprehensive plan for
Particularly Vulnerable Tribal Groups (PVTG)”
IN
MADHYA PRADESH**

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PROPOSAL FORM

PROPOSAL FORM must be completed, signed and returned to PMPSU. Proposal must be made in accordance with the instructions contained in this Request for Proposal. **The reference “RFP-PTGS-2012” must be shown on your offer. “FAILURE TO SUBMIT YOUR BID IN THE ATTACHED PROPOSAL FORM, OR FAILURE TO COMPLETE THE DETAILS AS REQUESTED, WILL RESULT IN INVALIDATION”**

TERMS AND CONDITIONS OF CONTRACT

Any Contract resulting from this RFP shall contain PMPSU's General Terms and Conditions (as attached) together with specific terms and conditions as detailed herein.

INFORMATION

Any request for information concerning this invitation must be forwarded in writing by email or by fax, to Shri Mangesh Tyagi, Nodal Officer, PMPSUS (pmpsusmp@gmail.com), with specific reference to the RFP number.

DECLARATION

The undersigned, having read the Terms and Conditions of **RFP-PTG 2012** set out in the attached document, hereby offers to provide the services specified in the schedule at the price or prices quoted, in advance -with the specifications stated and subject to Terms and Conditions set out or specified in the document.

1. **Name of authorized representative:**
2. **Title:**
3. **Signature:**
4. **Date:**
5. **Supplier Name:**
6. **Postal Address:**
7. **Telephone No.:**
8. **Fax No.:**
9. **Email Address:**
10. **Validity of Offer (not less than 90 days):**

Terms of Reference

For

“Formulation of Comprehensive plan for Particularly Vulnerable Tribal Groups (PVTG) of Madhya Pradesh”

1. Background;

The Poverty Monitoring and Policy Support Unit Society (PMPSU), Madhya Pradesh (MP), a registered Society anchored within the Madhya Pradesh State Planning Commission (MPSPC), Department of Planning, Economics & Statistics, Government of MP (GoMP) is mandated to support GoMP departments in the design and review of their policy initiatives and programmes.

The PMPSU now invites proposals from eligible consulting agencies or volunteer organizations for Plan formulation for different primitive vulnerable tribal groups available in Madhya Pradesh.

Tribal Life in Madhya Pradesh:

Madhya Pradesh has the largest Tribal population in the country. The rich diversity in the tribal communities, spread over in various parts of the state, which can be observed not only in matters of lifestyle and cultural traditions, but also in social and economic structure, religious beliefs, language and speech, customs etc. Due to the varied socio-economic, cultural and geographical environment and its parameters, the diverse tribal population of M.P. in spite of special effort put by the Central and State Government since Independence to improve their standard of living by planning of various schemes to increase their annual income by creating livelihood opportunities could not bring them in the mainstream of development. The socio-economic conditions of some of the tribes are still in deplorable condition which is major cause of concern for the state and nation.

Particularly Vulnerable Tribal Groups (PVTG) in MP:

Among scheduled tribes, there are certain communities who had declining or stagnant population, smallness of number, stagnating or diminishing population, low level of literacy, pre-agricultural level of technology and are economically backward also residing in remote isolated areas (enclaves) are categorized as Particularly Vulnerable Tribal Groups (earlier known as Primitive Tribal Groups (PTGs)). Of 46 identified such tribe in the country, 03 tribes namely Bharia, Baiga and Saharia are residing in 15 Districts of the States. As per 2001 census, the population of the Bharia, Baiga and sahariya in the state was 152472, 332936 and 450217 respectively totaling to 935625. Of which PVTG population is only 5.50 Lakh and consists of 2012 **Bharia population** of Patakot in Chhindwara district, 131425 **Baiga population** of Mandla, Dindori, Umaria , Shahdol, Anoopur and Balaghat districts and 417171 of **Saharia population** of Gwalior, Datia, Morena, Sheopur, Bhind, Shivpuri, Ashok Nagar and Guna districts.

These PVTG are living in different geographical areas, mainly forests, hills, undulating inaccessible terrain in plateau areas which are rich in natural resources. They tribes have lived as isolated entities for other communities, largely untouched by the society around them.



Therefore, these PVTGs become the most vulnerable sections of the society among the scheduled tribes and priority is required to be accorded for their protection, checking the declining trend of their population and their development.

For sustainable development of PVTG in the state, PMPSU envisages a bottom-up approach of planning instead of a top-down approach, as it reflects the reality at the grassroots level. The expected planning process will be completely participatory in nature and it will also be focused on creating a sense of ownership among PVTG and other stakeholders, enhancing awareness and capacity building of programme personnel at various levels.

Therefore, PMPSU invites eligible agencies to indicate their interest in the following assignment and provide information indicating that they are qualified to perform the services envisaged.

Following are the objectives and key terms of the assignment:

Objective of the assignment:

- To understand and investigate the 'Primitive Tribal Group (PVTG) in the key development aspects of life i.e. social, economic and cultural.
- Analysis of physical and financial performance of the focus schemes in the state.
- To understand the sustainability of the services rendered and assets created and its implication on success of activities chosen under the schemes.
- Study the present socio-economic status of PVTG or establish base line data for future monitoring.
- Formulation of comprehensive plans, separately for each PVTG namely Baiga, Sahariya and Bharia, with detail activity mapping for their conservation and sustainable development on the basis of requirement assessed through field visits, group discussions with villagers and stakeholders, NGOs and Government officials and through conducting sample survey of households.

Scope of work:

- The task will require the consultants to develop detail interaction with community and target groups to identify the PVTGs need, Consultative meetings, baseline survey, Micro planning Exercises, Identifications of issues and interventions, Target setting through suitable tools and techniques of participatory planning. Consultant will use appropriate participatory tools and techniques like PRA etc. to prepare community level problem grid and priority analysis for PVTGs.
- Develop the questionnaires and other tools for collecting quantitative and qualitative data, field testing and finalize it in consultation with PMPSU and concerning departments.
- Agency will ensure detail methodology to achieve the following: Conduct an intensive study of ongoing schemes and implementation process in selected localities, including documentation of fund flows, distribution and organization systems for schemes delivered in the last five years and current year, detail Identification of Issues of tribal and primitive tribal group, for making comprehensive plan for PVTG. find out the Gaps and support required in different sectors.
- Coordinate with concerning Departments like department of tribal welfare, SC, Education, and OBC etc. to organize field survey/ data collection accordingly plan process of data collection including training of field workers and their supervision, data validation, compilation, data entry, analysis and report writing.

- Develop authentic participatory comprehensive master plans for each PVTGs tribe (i.e. Baiga, Sahariya, Bharia) for their conservation and sustainable development and also prepare 'State reports on status and suggested intervention for each PVTGs conservation and welfare by providing the Basic Framework. The chapters Plan and the basic tables are to be decided by the consultant after discussion with PMPSU Team.
- The Agency is expected to study and provide evidence based comments in detail on Institutional arrangements and departmental efficacy, Special facilities and favorable norms for tribal areas, Monitoring and Evaluation issues,
- Comparative analysis of development among PVTG V/S other Tribes in the state.

Sample:

Assignment required in-depth interaction with community of PTG area; the study would follow a mix-design approach which entails best-fit mix of Quantitative and Qualitative components. **Quantitative component** of the study include Household Enumeration through Listing-Mapping, Structured Interviews for Household Socio-economic profile and Structured Interviews with targeted Respondents

Respondent Category	No. of village	official coverage of PTG
Baiga	75-85 village	1143 village of 22 Block in 06 districts
Sahariya	75-85 village	1159 village of 26 blocks in 08 Districts
Bharia	12 village	12 village of 03 village Panchayats of Tamia Block of Chindwada dist.
Local service providers	01 Each village	-
NGO / Institutions involved in welfare	08 per tribe and 3-4 for Bharia	-
Department officials	01 /block , 01/district and 03/state	(Involve all concerning departments at all levels)

And Qualitative component of the study entails Interviews with local service providers /AWW /Panchayat sachiv/ Grassroot workers from tribal dept. In-depth discussions at the state, district and block level, Focus Group Discussions with each category , Case Study for PTG , Secondary Data collection;

- FGD- minimum 10 No. including each category
- Case study – 03 minimum 01 for each.

Note: PMPSUS expects that the agency should be able to provide category wise and village wise participatory plan for each type of PVTG in the state. Above is just suggestive information. Agencies are expected to plan detail of sample designing and research instruments in proposal. Final size of sample for this exercise will be design jointly PMPSUS & selected Agency based on technical proposals

Instruments are to be prepared for data collection, at different levels, such as Household, Village, Block, District, and Group Discussion at various levels and the nodal agency at district, block and Panchayat.

Deliverables/ tasks:

- The consultant will have to submit a copy of detail Comprehensive Development Plan for Baiga, Sahariya and Bharia t of the state for their conservation and sustainable development. 10 (ten) hard copies and 2 (two) soft copies (preferably in Pen drives) of

the report both in English and Hindi are to be submitted to the Nodal Officer PMPSU at the end of assignment.

- In undertaking the above-mentioned tasks need to be mentioned by the consultant/ Agency
- Agency is expected to maintain close contact with the PMPSU and provides regular updates on progress.

Project Period: 06 (six) Months

Guiding Criteria for Selection of Consultants:

The PMPSU now invites eligible Agencies to indicate their interest in the assignment and provide information indicating that they are qualified to perform the services envisaged. the PMPSU will invite shortlisted applicants to submit full technical and commercial proposals.

The agency expected to meet the following criteria:

- Should be in existence for at least three years.
- Has an more than Rs. 20 lakh turnover for each of the last three years
- Has experience in the field of tribal welfare of rendering consulting services in the Government Sector.

The PMPSU will take into account the financial standing of applicants and their experience of similar work, particularly in MP, while assessing the Eols.

Timeline and Deliverables:

- 1) Inception Report – Within 30 days i.e. one month of Contract
- 2) Progress Report 1 – Within 60 days of inception report
- 3) Draft Final Report with Presentation – Within 45 days of Progress Report 1
- 4) Final Report and Plan – Within 45 days of Draft Final Report

Payment Schedule:

For lump-sum contracts payment will be made based on milestones indicated for each activity as below:

- 20% at the end of Month 1 upon submission of Inception Report.
- 20% at upon timely submission of Progress Report 1. Reporting format of progress report-1 will be jointly developed and get approval of Nodal officer, PMPSU.
- 30% at upon the submission of draft final report and category/Village wise Plan with presentation.
- 30% at the end of final report /Plan submission and approved by the PMPSU.

The report and all background documentation including computer databases of questionnaires will be the property of PMPSU. Softcopy and hard copies of above reports, other documents must be submitted to PMPSU.

1. INTRODUCTION

PMPSU will select a consultant to provide the services outlined in the Terms of Reference and in accordance with the method of selection specified in this RFP. Bidders are therefore invited to submit a Technical Proposal and a Financial Proposal. These proposals will be the basis for contract with the selected consultant.

2. PROPOSAL FORMAT AND CONTENT

2.1 Bidders are required to submit **Technical Proposals** in **spiral bind** document as per the format attached in **Annex A**.

2.2 Bidders are required to submit **Financial Proposals** in the format attached in **Annex B**. It shall list all costs associated with the assignment, including:

CHOOSE AS APPROPRIATE

- (a) An all-inclusive rate per person/day (including honorarium and living expenses) for each proposed team member to be assigned to the project in the field and a rate for his/her work at the office, if any;
- (b) An all inclusive amount for any travel related expenses (indicating the number of trips required by each team member);
- (c) Other costs, if any, indicating nature and breakdown;
- (d) A proposed schedule of payments, all of which must be expressed in Indian rupees.

2.3 All activities and items described in the Technical Proposal must be priced separately. **Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the price of other activities.**

2.4 Submission of the wrong format for either the Technical or the Financial Proposal may result in the proposal being deemed non responsive.

3. MARKING AND RETURNING PROPOSALS

3.1 **SEALED PROPOSALS** must be and dispatched to arrive at the MPSPC office indicated NO LATER THAN the CLOSING TIME AND DATE. Proposals received in any manner other than as outlined in clauses 3.3 to 3.5, will be INVALIDATED.

3.2 Proposals shall be submitted in duplicate, in English, and shall be sealed in 1 outer and 2 inner envelope and all envelopes shall indicate the bidder's name and address. The **outer envelope** shall be addressed as follows:

**Attention: Nodal Officer- PMPSU
State Planning Commission MP
C-Wing, First Floor
Vindhyanchal Bhawan
Bhopal 462 004**

3.3 The **first inner envelope** shall be marked **Technical Proposal and addressed in the same manner as the outer envelope**, and shall be in the prescribed format.

3.4 The **2nd inner envelope** shall be marked **Financial Proposal and addressed in the same manner as the outer envelope**, and shall be in the prescribed format.

3.5 Information, which the bidder considers to be proprietary, should be clearly marked as such. All information provided by the bidder will be treated as confidential and used for PMPSU internal purposes only.

4. TIME FOR RECEIVING PROPOSALS

4.1 Sealed Proposals received prior to the stated closing time and date will be kept unopened. The Team Leader or a designated officer of PMPSU will open proposals within designated time and proposal received thereafter will not be considered.

4.2 PMPSU will accept no responsibility for the premature opening of a Proposal, which is not properly addressed or identified.

4.3 Modification by fax of sealed Proposals already submitted will not be considered.

5. PUBLIC OPENING OF PROPOSALS

5.1 Bidders, or their authorized representative, may attend the public opening of the RFP at the time, date and location specified. **The only envelope that will be opened at public bid is the Financial Proposal.**

6. REQUEST FOR INFORMATION

6.1 Any request for information regarding the specifications should be mailed to Shri Mangesh Tyagi Nodal Officer at pmpsusmp@gmail.com

7. CORRECTIONS

7.1 Erasures or other corrections in the Proposal must be explained and the signature of the Bidder shown alongside.

8. MODIFICATIONS AND WITHDRAWAL

8.1 All changes to a proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier proposal, or state the changes from the original proposal.

8.1 Proposals may be withdrawn on written or faxed request received from bidders prior to the opening time and date. Negligence on the part of the bidder confers no right for the withdrawal of the proposal after it has been opened.

9. VALIDITY OF PROPOSALS

9.1 Proposals should be valid for a period of not less than 90 days after RFP opening, unless otherwise specified in the Specific Terms and Conditions. PMPSU may also request the validity period to be extended.

10 QUALITY ASSURANCES

10.1 If the Bidder is already quality certified, or in the process of being quality certified (for example, ISO 9001/9002/BS certified), this should be clearly indicated in the proposal and a copy of the certificate attached to the proposal.

11. RIGHTS OF PMPSU

11.1 PMPSU reserves the right to INVALIDATE any Proposal for reasons mentioned above, and, unless otherwise specified by PMPSU or by the Bidder, to accept any item in the Proposal.

11.2 PMPSU reserves the right to INVALIDATE any Proposal received from a Bidder who, in the opinion of PMPSU, is not in a position to perform the contract.

12. EVALUATION OF PROPOSALS

12.1 From the time the proposals are opened to the time the contract is awarded, bidders shall not contact PMPSU on any matter and any attempt to influence PMPSU in its evaluation of the proposals and award recommendation, may result in rejection of the proposal.

12.2 Following closure of the RFP, a PMPSU evaluation team to assess their merits will evaluate proposals. The evaluation will be restricted to the contents of the proposals, bidder profile, relevant experience, client list, financial status and price proposal.

12.3 A 2-stage procedure will be utilized in evaluating proposals, with evaluation of the **Technical Proposal** being completed prior to any evaluation of the **Financial Proposal**. Evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is completed.

12.4 Tenders for this contract will be assessed in accordance with good commercial practice and will involve both a technical and commercial evaluation. **Technical Proposals** will be evaluated on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and the point system specified in the following table:

CATEGORY	MAX POINTS	MIN. POINTS
1. OVERALL RESPONSE <ul style="list-style-type: none"> • Understanding of. and responsiveness to, PMPSU requirements; • Understanding of scope, objectives and completeness of response; • Overall concord between PMPSU requirements and the proposal. 	(10)	(3)
2. METHODOLOGY <ul style="list-style-type: none"> • Quality of the proposed approach and methodology for comprehensive plan formulation ; • Quality of proposed implementation plan (milestone wise), i.e. how the bidder will undertake each task, and time-schedules 	(15)	(9)
3. PROPOSED TEAM <ul style="list-style-type: none"> • Team leader: Relevant experience, qualifications, & position with firm • Team members - Relevant experience, skills & competencies • Team organization and specific roles & responsibilities 	(30)	(22)
4. ORGANISATIONAL CAPACITY <ul style="list-style-type: none"> • Professional expertise, knowledge and experience with similar projects, contracts, clients and consulting assignments: 	(20)	(11)

<ul style="list-style-type: none"> Financial status of the organization 		
TOTAL MARKS FOR TECHNICAL COMPONENT	75	(45)
5. FINANCIAL PROPOSAL - PRICE <ul style="list-style-type: none"> 25 marks are allocated to the lowest priced proposal. The financial scores of the other proposals will be in inverse proportion to the lowest price. 	25	N/A
TOTAL MARKS	100	

12.5 **Technical Proposals** receiving the minimum points or higher, will be considered technically responsive and the **Financial Proposal** will be opened of only these bidder(s). Proposals which are considered non-technically compliant and non-responsive will not be given further consideration.

12.6 Tenders (Technical and Commercial) will be made available to the partner government or organization that will benefit from the services when they are part of the evaluation panel.

12.7 After the technical evaluation is completed, PMPSU shall inform those bidders who secured the minimum qualifying technical mark, the date, time and location for opening the Financial Proposals. Financial Proposals shall be opened publicly in the presence of bidders' representatives who choose to attend.

12.8 The Financial Proposals shall be evaluated using Quality and Cost Based Selection, whereby the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 25 points. The financial scores of the other proposals will be in inverse proportion to the lowest price. Proposals will be ranked according to their combined technical and financial scores using the weights given to technical and financial. The bidder achieving the highest combined technical and financial scores may be invited for negotiations.

12.9 The evaluation formula is outlined as follows:

$Sf = 100 \times Fm/F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

13. ERROR IN PROPOSAL

13.1 Bidders are expected to examine all instructions pertaining to the RFP. Failure to do so will be at Bidders own risk. In case of errors in the extension price, unit price shall govern.

14. RFP TERMS AND CONDITIONS

14.1 This RFP and any responses thereto, shall be the property of PMPSU. In submitting a proposal, the bidder acknowledges that PMPSU reserves the right to:

- a. Visit and inspect the bidder's premises;
- b. Contact any/all referees provided;
- c. Request additional supporting or supplementary information;
- d. Arrange interviews with the proposed project team/consultants;
- e. Reject any/all of the proposals submitted;
- f. Accept any proposals in whole or in part;
- g. Negotiate with the most favorable bidder
- h. Award contracts to more than 1 bidder, as PMPSU considers being in its best interests.

14.2 Bidders shall bear all costs associated with the preparation and submission of proposals, and PMPSU shall not be responsible for these costs, irrespective of the outcome of the bidding process.

GENERAL TERMS AND CONDITIONS

1. Acknowledgment copy

Signing and returning the acknowledgment copy of a contract issued by PMPSU or beginning work under that contract shall constitute acceptance of a binding agreement between PMPSU and the Contractor.

2. Delivery Date

Delivery Date to be understood as the time the contract work is completed at the location indicated under Delivery Terms.

3. Payment Terms

- a. PMPSU shall, unless otherwise specified in the contract, make payment within 30 days of receipt of the Contractor's invoice, which is issued only upon PMPSU's acceptance of the work specified in the contract.
- b. Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.
- c. The prices shown in the contract cannot be increased except by express written agreement by PMPSU.

4. Limitation of Expenditure

No increase in the total liability to PMPSU or in the price of the work resulting from design changes, modifications, or interpretations of the statement of work will be authorized or paid to the contractor unless such changes have been approved by the contracting authority through an amendment to this contract prior to incorporation in the work.

5. Tax Exemption

The Vendor authorizes PMPSU to deduct from the Vendor's invoice any amount representing such taxes or duties charged by the Vendor to PMPSU. Payment of such corrected invoice amount shall constitute full payment by PMPSU.

6. Legal Status

The Contractor shall be considered as having the legal status of an independent contractor vis-a-vis PMPSU. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of PMPSU.

7. Contractor's Responsibility for Employees

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

8. Indemnification

The Contractor shall indemnify, hold and save harmless and defend, at its own expense, PMPSU, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising out of the acts or omissions of the Contractor or its employees or sub-contractors in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

9. Insurance and Liabilities to Third Parties

- a) The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- b) The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Contractor represents that the liability insurance includes sub-contractors..
- c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of work under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- d) The Contractor shall, upon request, provide PMPSU with satisfactory evidence of the insurance required under this Article.

10. Source of Instructions

The Contractor shall neither seek nor accept instructions from any authority external to PMPSU in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect PMPSU and shall fulfill its commitments with the fullest regard to the interests of PMPSU.

11. Title to Equipment

Title to any equipment and supplies which may be furnished by PMPSU shall rest with PMPSU and any such equipment shall be returned to PMPSU at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment when returned to PMPSU, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

12. Copyright, Patents and Other Proprietary Rights

PMPSU shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At PMPSU's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the PMPSU in compliance with the requirements of the applicable law.

13. Confidential Nature of Documents

- a) All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of PMPSU, shall be treated as confidential and shall be delivered only to the PMPSU authorized officials on completion of work under this Contract.
- b) The Contractor may not communicate any time to any other person, Government or authority external to PMPSU, any information known to it by reason of its association with PMPSU which has not been made public except with the authorization of the PMPSU; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with PMPSU.

14. Force Majeure; Other Changes in Conditions

- a) In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to PMPSU of such occurrence "" change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract The Contractor shall also notify PMPSU of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the .notice required under this Article, PMPSU shall take such action as, in its sole discretion; it considers being appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.
- b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract PMPSU shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- c) Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

15. Termination

If the Contractor fails to deliver any or all of the deliverables within the time period(s) specified in the contract, or fails to perform any of the terms, conditions, or obligations of the contract, or should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the contractor, PMPSU may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the Contract, forthwith, in whole or in part, upon thirty (30) days notice to the Contractor.

PMPSU reserves the right to terminate without cause this Contract at any time upon thirty (30) days prior written notice to the Contractor, in which case PMPSU shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

In the event of any termination no payment shall be due from PMPSU to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this contract.

Upon the giving of such notice, the Contractor shall have no claim for any further payment, but shall remain liable to PMPSU for reasonable loss or damage, which may be suffered by PMPSU for reason of the default. The Contractor shall not be liable for any loss or damage if the failure to perform the contract arises out of force majeure.

Upon termination of the contract, PMPSU may require the contractor to deliver any finished work which has not been delivered and accepted, prior to such termination and any materials or work-in-process related specifically to this contract. Subject to the deduction of any claim PMPSU may have arising out of this contract or termination, PMPSU will pay the value of all such finished work delivered and accepted by PMPSU.

The initiation of arbitral proceedings in accordance with Article 22 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

16. Sub-Contracting

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of PMPSU for all sub-contractors. The approval of PMPSU of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.

17. Assignments and Insolvency

The Contractor shall not, except after obtaining the written consent of PMPSU, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Contractor's rights or obligations under the Contract.

Should the Contractor become insolvent or should contra! of the-Contractor change by virtue of insolvency, PMPSU may, without prejudice to any other

rights or remedies, terminate the Contract by giving the Contractor written notice of termination.

18. Use of PMPSU Name

The Contractor shall not use the name of Poverty Monitoring and Policy Support Unit Society or abbreviation of this name for any purpose.

19. Officials not to Benefit

The Contractor warrants that no official of PMPSU has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

20. Prohibition on Advertising

The Contractor shall not advertise or otherwise make public that the Vendor is furnishing goods or services to PMPSU without specific permission-of PMPSU.

21. Settlement of Disputes

Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Government of Madhya Pradesh Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

Arbitration

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party or the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the Government of Madhya Pradesh Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of six percent (6%) and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

22. Privileges and Immunities

The privileges and immunities of the UN, including its subsidiary organs, are not waived.

23. Authority to Modify

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against PMPSU unless provided by an amendment to this Contract signed by the authorized official of PMPSU.

24. Replacement of Personnel

PMPSU reserves the right to request the Contractor to replace the assigned personnel if they are not performing to a level that PMPSU considers satisfactory. After written notification, the Contractor will provide curriculum vitae of appropriate candidates within three (3) working days for PMPSU review and approval. The Contractor must replace the unsatisfactory personnel within seven (7) working days of PMPSU's selection.

If one or more key personnel become unavailable, for any reason, for work under the contract, the Contractor shall (i) notify the project authority at least fourteen (14) days in advance, and (ii) obtain the project authority's approval prior to making any substitution of key personnel. Key personnel are designated as follows:

- a) Personnel identified in the proposal as key individuals to be assigned for participation in the performance of the contract.
- b) Personnel whose resumes were submitted with the proposal; and
- c) Individuals who are designated as key personnel by agreement of the Contractor and PMPSU during negotiations.

In notifying the project authority, the Contractor shall provide an explanation of circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement

Acceptance of a replacement person by the project authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the contract.

All the other terms and conditions are hereby accepted. The agency will conform to the requirements as listed out by PMPSU.

ANNEX A - TECHNICAL PROPOSAL FORMAT

TECHNICAL DOCUMENT 1: Technical Proposal Submission Form

TECHNICAL DOCUMENT 2: Consultant's Organization and Experience

A Consultant's Organization

B Consultant's Experience

TECHNICAL DOCUMENT 3: Description on below: -

A. Technical response of agency on objective, scope of work, for performing the Assignment (As per the RFP)

B. Description of Approach:

- a. Key guiding principals for the study.
- b. Framework for the study.
- c. Information need matrix
- d. Capacity building of study team members
- e. Any other.

C. Methodology:

- a. Detail research design including sample design and estimation procedure.
- b. Field process protocol control.
- c. Specify suggestive tool for data collection:

Type of respondents	Issue will be studied	Methods /tools to be used.

- d. Structure of analysis and report
- e. Team meetings
- f. Any other (PL. mention)

D. Work plan for performing the assignment:

A. Gang chart-work plan and schedule of Key personnel (milestone wise)

TECHNICAL DOCUMENT 4: Team composition and Task Assignments

TECHNICAL DOCUMENT 5: Audited Balance Sheets and Profit & Loss Statements for the last three years *(in instances when the Consultants have chosen to associate with others, this information has to be provided for the lead agency only.*

TECHNICAL DOCUMENT 6: A note on potential Conflict of Interest issues and how these are proposed to be avoided

TECHNICAL DOCUMENT 7. Letters of Association from associate Consultants/ individuals (if applicable)

TECHNICAL DOCUMENT 1 - TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

The Nodal Officer,
PMPSU,MPSPC
Bhopal

Subject :

Reference:

We offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal No. *[Insert Number]* dated *[Insert Date]* and our Proposal. We submit our Proposal, which includes this Technical proposal, and Financial Proposal sealed under a separate envelope.

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

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than *[Insert Date]*.

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

Yours sincerely ,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

TECHNICAL DOCUMENT 2 - BIDDERS ORGANISATION AND EXPERIENCE

A- Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment]

B - Bidder's Experience

*[Using the format below, provide information on **each assignment for which your firm, and each associate for the assignment**, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting **services similar to the ones requested under this assignment.**]*

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	
Firm's Name	

TECHNICAL DOCUMENT 3 - DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN TO UNDERTAKE THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan highlighting milestones of the study, and*
- c) Organization and Staffing for the study*

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

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final Technical Documents, including reports, drawings, and tables to be delivered as final output, should be included here.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

TECHNICAL DOCUMENT 4 - TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff Accountable to the Study				
Position Assigned	Name of Staff	Firm	Area of Expertise	Task Assigned

Pl. attached CVs of Key Team Members who are expected to provide the services mentioned above (not more than two A4-sized pages per CV; minimum font size 12)

TECHNICAL DOCUMENT 5: Audited Balance Sheets and Profit & Loss Statements for the last three years (*in instances when the Consultants have chosen to associate with others, this information has to be provided for the lead agency only.*)

TECHNICAL DOCUMENT 6: A note on potential Conflict of Interest issues and how these are proposed to be avoided

TECHNICAL DOCUMENT 7. Letters of Association from associate Consultants/
individuals (if applicable)

ANNEX B FINANCIAL PROPOSAL FORMAT

FINANCIAL DOCUMENT-1 Financial Proposal Submission Form

FINANCIAL DOCUMENT-2 Summary and Breakdown of Professional Fees &
Expenses

FINANCIAL DOCUMENT-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:
Nodal Officer,
PMPSU

Subject :
Reference:

We offer to provide services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures]*. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to any modifications which may result from negotiations, up to expiration of the validity period of the proposal.

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

Yours sincerely

Authorized Signature *[In full and initials]:* _____

Name and Title of Signatory:

—

Name of Firm:

—

Address:

FINANCIAL DOCUMENT 2 - SUMMARY AND BREAKDOWN OF PROFESSIONAL FEES & EXPENSES

PROFESSIONAL FEE

Name	Description	Number of Person Days/	Suggested Fee Rate	Estimated Amount (in Rs.)
Total Fees				Rs.

Out of Pocket Expenses

	NO	CLASS	RATE	COST Rs
FARES Air / Rail Long distance (pis specify)				
Other Travel Costs (specify)				
Local Travel				
Sub-Total				
Accommodation and subsistence Person / days and cities to be specified				
Sub-Total				
COMMUNICATION including telephones and postage				
DOCUMENTATION AND REPORTING including Computing Expenses				
TRAINING COMPONENT				
ANY OTHER (Specify)				
Sub- Total				
Total Projected Out of Pocket Expenses				Rs

Total Proposed Cost: Rs. _____