

**POVERTY MONITORING AND POLICY SUPPORT UNIT
MADHYA PRADESH**

*Madhya Pradesh State Planning Commission (MPSPC),
Department of Planning, Economics & Statistics, Government of Madhya Pradesh)*

“EXPRESSIONS OF INTEREST CUM REQUEST FOR PROPOSAL”

FOR

**“IMPACT ASSESSMENT OF NATIONAL RURAL EMPLOYMENT GUARANTEE
SCHEME IN MADHYA PRADESH”.**

The Poverty Monitoring and Policy Support Unit (PMPSU), Madhya Pradesh (MP), a registered Society anchored with State Planning Commission, Government of MP (GoMP). PMPSU is mandated to undertake or commission specialized research on issues relating to poverty, employment, inequality, gender and social exclusion.

PMPSU invites Proposal for **“An impact assessment of “National Rural Employment Guarantee Scheme” in Madhya Pradesh”.**

Proposals are invited from agencies of repute that fulfill following conditions:

- (a) Should have been in existence for at least three years
- (b) An annual turnover of more than Rs. 50 Lakh for each of the last three years;
- (c) Experience of rendering similar services in the employment and livelihood Sectors.

Interested agencies that meet above criteria can access TOR, additional details of the task, **Request for Proposal (RFP)** and Application format at <http://mp.gov.in/planning/spb/international-aided-projects/pmpsu/default.htm>. Agencies empanelled with the planning commission of India will be given preference.

Technical proposal, and Financial Proposal (Sealed under a separate envelope) in the specified format are to be submitted in a sealed cover marked ‘Technical and Financial Proposals for - “An Impact Assessment of National Rural Employment Guarantee Scheme in Madhya Pradesh” by 1700 hours of 20/10/2009 at the following address:

Mr. Chitranjan Tyagi,
Poverty Monitoring and Policy Support Unit-MP
State Planning Commission M.P.
C-Wing, First Floor
Vindhyanchal Bhawan Bhopal 462 004
Email – pmpsusmp@gmail.com , c.tyagi@gmail.com .
Mobile: 91- 9425174770

Pre-bid meeting will be organized **on 05 October 2009** at 11:00 AM at PMPSU office. Agencies interested to participate in pre-bid meeting must inform this office by 30th Sept 2009. The last date for submitting the bid is latest by **17: 00 hrs of 20/10/ 2009**. After pre-bid meeting in case of any amendment TOR will be displayed on website at same web-link. Financial bids of only technically qualified applicants will be opened. After evaluation of bids short listed bidder will be invited for negotiation.

The PMPSU reserves the right to reject any or all proposals received in response to this Notice without assigning any reason and its decision in this regard will be final.

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

**EXPRESSION OF INTEREST CUM REQUEST FOR
PROPOSAL**

(Revised after pre bid meeting held on 05/10/2009)

TO PROVIDE CONSULTANCY SERVICES

FOR

**IMPACT ASSESSMENT OF THE NATIONAL RURAL EMPLOYMENT
GUARANTEE SCHEME (NREGS)
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-IANREGS/PMPSU-2009-10” 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 Chitranjan Tyagi, Team Leader (E-mail - pmpsusmp@gmail.com), Fax 0755-2772074 with specific reference to the RFP number.

DECLARATION

The undersigned, having read the Terms and Conditions of “**RFP-IANREGS/PMPSU-2009-10**” 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

Background & Purpose:

The Poverty Monitoring and Policy Support Unit (PMPSU), Madhya Pradesh (MP), is a registered Society anchored within the MP State Planning Commission (MPSPC). PMPSU is mandated to review policy initiatives and programmes of the state Government relating to poverty, inequality, gender and social exclusion.

The National Rural Employment Guarantee Scheme (NREGS) is a right based social safety programme for vulnerable groups, which provides guarantee of 100 days employment to rural families. The other important objective of the scheme is to create durable assets and conserve the natural resources which support rural sustainable livelihoods. This programme is expected to work as an engine of growth for sustainable development of an agricultural economy. The processes of the scheme have new ways of doing business which include principles of transparency and grass root democracy.

Objectives of the Study:

PMPSU proposes to undertake an impact assessment of National Rural Employment Guarantee Scheme in Madhya Pradesh. Expected Output is to come out with a report detailing below:

1. Assess the status of awareness & access of key Stakeholder(s) to the programme.
2. Assess the impact of NREGS on individual HHs, local labour market and migration cycle in M.P.
3. Ascertain the efficacy of assets created under NREGS in strengthening sustainable livelihoods.
4. Assess to what extent NREGS has strengthened processes of grassroots democracy, transparency and accountability.
5. Draw appropriate lessons, bottleneck issues, and recommend comprehensive framework, strategies, and approaches to improve the design & operational aspects of NREGS.

Scope of the Work:

- Study the efficiency/performance of process, relating to registration of households, issue of job cards, receipt of work applications, preparation of a shelf of projects and appropriate selection of work sites, humane & equitable conditions of Work, Development and approval of technical estimates, issue of work orders, allotment of work to individuals, implementation and supervision of works, payment of wages, *role of Community* in all the process, unemployment allowances in case of failure to provide employment and evaluation of completed works. In case of any irregularity, analysis of reasons why it had happened and how it can be overcome in future. All the dimensions are to be explored at various stages, right from the demand to the execution

of work and payment of wage based on perception of all stakeholders (government officials, civil society organizations, PRI representatives and households).

- Identification of beneficiary as per the provisions of the NREGS and its all sub schemes with respect to the coverage of the poorest & most vulnerable.
- Mode of payment and perception of primary stakeholders, implementing agency other stakeholders like Bank etc.
- Transparency in wage payment and works executed under the NREGS and all sub-scheme.
- Study the impact of the NREGS on rural households; the study should also explore whether any changes have been observed in family income and to what extent; it has helped in reducing household indebtedness, generating sustainable income and employment;
- Study, whether it has influenced agricultural wages in the region, reduced distress migration; and impact on economy of the villages. Also, the nature of the assets being created and relevance thereof. Inclusion of all section of society is to be also studied; particularly single women headed households, BPL and physically challenged persons.
- The impact by type of assets on sustainable livelihoods of people. (for example impact on overall agriculture productivity, water availability through NREGS activities)
- To document the Gender issue and caste aspects may also be observed
- Assess the Phase wise performance of NREGS with respect to physical and financial implementation especially among rural areas (i.e. tribal and non-tribal districts) and effectiveness of social audit, Intra-district comparison to know the level of performance of districts of the State.
- Acceptance of executed works by the people and Asses the effectiveness of implementation of NREGA from various stakeholder(s) point of view. Also assess the Grievance Redressal Mechanisms .
- Analysis of linkages and convergence with developmental programmes and bringing out what has worked and what has not worked.
- Ascertain the efficacy of inter-linkages between the shelf of project and the implementation. Whether works are being sanctioned from the perspective plan.
- To document evolution of the programme, innovative design and practices in the implementation, asset creation, institutional sustainability as well as employment guarantee of the households.
- Highlight the weak and strong points relating to implementation, framework and approach of the programme and likely remedial step required to be taken for better outcome.
- Draw appropriate lessons from success and failures, bottleneck issues as policy improvement pointers, and suggest comprehensive framework and approaches for the design & operational improvement in NREGS.

While undertaking the tasks, the Consultants are expected to maintain close contact with the PMPSU and provide regular updates on progress and emergent findings. Further, all findings and issues will need to be disaggregated, to the extent feasible, across various demographic, social and gender groups.

Sample Design:

NREGA was started in the state during 2005-06 in 18 districts. 13 more districts were

included in 2006-07 and remaining 17 districts were included in the year 2007-08 onwards. Thus NREGA has been implemented in three phases in the state.

It is proposed that 33 percent of the districts will be selected from each phase. Thus in all 16 districts will be selected based on their performance in terms of RATIO of number of persons (households) provided work to total job card issued. This ratio can be termed as Low, Medium and Good depending on range of this ratio. The districts will be classified in these three categories for each phase and will be selected from each category. In all 16 districts will be selected. Districts will be selected with probability proportion to size (PPS) within each category.

From each selected districts, 25 villages will be selected with probability proportion to size. This will ensure of spread of sample villages over all blocks within each district. For this purpose, census 2001 data for M.P. will form the sampling frame for the study.

In each selected village, all households living in the village and its habitation are to be listed with key parameters such as Name of the head of the households, Socio-economic class, Educational level of head of hhd, Occupation of head of hhd, Land owned, Owned house, Whether disabled, Number of family members, Number of adult family members, Owning Job Card, Worked demanded, Work received, Number of days worked and some other variables of interest may be added.

After listing, households are to be classified as follows:

- I. Owning job card but work not demanded
- II. Owning job card, work demanded but not provided
- III. Owning job card, disabled/houseless, work demanded and provided
- IV. Owning job card, work demanded and provided for :
 - a) less than 20 days
 - b) 20 to 40 days
 - c) 40 to 60 days and
 - d) more than 60 days
- V. Job card not issued

From these strata on an average 4 households are to be selected using random number table. In all from each village, 30 households are to be selected. Thus in all 12000 households will form the sample for the study.

Instruments will be designed for data collection at different levels, such as Households, Village, Block, District, and Group Discussion at various levels of organizations to cover all the stakeholders of the programme.

Expertise Requirement:

The team should have the following experts in the team for conducting this study:

- A. Team Leader & Livelihood Expert having 15 yrs. of relevant experience
- B. Social Development Expert, having 10 yrs. of relevant experience
- C. Statistical Expert, having 10 yrs. of relevant experience including detail exposure of estimation and data analysis.

D. Evaluation Expert, having 10 yrs. of relevant experience

E. Infrastructure development expert, having 10 yrs. of experience and exposed to NREGS related infrastructure development activities.

The core team members should have been working with agency. The agency will submit self-declaration about this. If expert(s) is to be hired than undertaking, duly signed by expert, must be submitted with technical proposal.

The experts should meet the following criteria:

- Experience of working in India (essential)
- Experience and proven track record of evaluating the impacts of large programmes particularly in the Rural Development sector (essential)
- Experience of evaluating impacts of large government/ donor funded programmes, particularly programs with social sector focus and community development (essential)
- Practical knowledge, understanding and experience of NREGS including sub schemes initiated by state government from time to time/or past experience of evaluating state Government's anti poverty programmes (desirable)

Timeline and Deliverables:

- 1) Inception Report – Within 30 days i.e. one month of date of Contract Signing.
- 2) Progress Report 1 – Within 45 days of inception report,
- 3) Progress Report 2 – Within 90 days of inception report,
- 4) Draft Final Report with Presentation – Within 20 days of Progress Report 2
- 5) Final Report – Within 10 days of Draft Final Report

Agency will submit deliverables in both medium Hindi and English.
Agency will also have to submit 10 hard copies each of final report in both medium.

The report and all background documentation including computer databases of questionnaires will be the property of PMPSU and will be divulged as appropriate by PMPSU. Softcopy in DVD/CD and hard copies of above reports, other documents must be submitted to PMPSU.

Instructions to bidders:

1. INTRODUCTION

1. 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.

Award of the contract resulting from this RFP will be based upon the most responsive Vendor whose offer will be the most advantageous to PMPSU in terms of Technical soundness, cost, functionality, and other factors as specified elsewhere in this RFP.

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;

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 or any errors in calculation may result in the proposal being deemed non-responsive.

3. MARKING AND RETURNING PROPOSALS

3.1 **SEALED PROPOSALS** must be dispatched to arrive at the PMPSU office not **later than the indicated 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:
Team Leader, PMPSU
State Planning Commission
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 internal purposes of PMPSU only.

4. TIME FOR RECEIVING PROPOSALS:

4.1 sealed proposals received prior to the stated closing time and date will only be accepted and opened. the proposal received thereafter will be kept unopened. The Nodal Officer or a designated officer of PMPSU will open technical proposals.

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

4.2 Any modification in submitted proposals by fax will not be considered.

5. PUBLIC OPENING OF PROPOSALS

5.1 The envelopes of technical proposals will be opened by a team of designated officers and the envelopes of financial proposals will be opened publicly. Bidders or their authorized representatives may attend the public opening of the financial bids at specified time, date and location.

6. REQUEST FOR INFORMATION

6.1 Any request for information regarding the specifications should be mailed to Mr. Chitranjan Tyagi, Team Leader PMPSU 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 clearly state the changes in the original proposal.

8.2 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 quality certified (for example, ISO 9001/9002/BS), this should be clearly indicated in the proposal and a copy of the certificate must be attached.

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 In case highest scoring agency fails to take up the contract, then PMPSU reserves the right to offer the contract to the next highest scoring agency.

11.3 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.

11.4 One agency one study: Those agency which are already engaged within PMPSU for ongoing study, will not be eligible for applying for second study. After the submission of draft of final report of on going study agency will be eligible.

11.5 Pre bid meeting: Pre bid meeting will be organized by PMPSU. The scheduled date for pre bid meeting is **05th October 2009 at 11:00 AM at PMPSU office.** During this meeting, the scope of assignment, responsibilities of either parties or other details should be clearly explained to the prospective bidders so that there is no ambiguity later on at the time of submission of technical/financial bids. Where as changes are made in the ToR as a result of pre bid meeting or otherwise considered necessary by the PMPSU, a formal Corrigendum to RFP will be issued, and posted on website.

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 two-stage procedure will be followed in evaluating proposals, that is evaluation of the **Technical Proposal** being completed prior to opening of the **Financial Proposal envelop**. 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 the requirements of PMPSU; Understanding of scope, objectives and completeness of response; Overall concord between requirements of PMPSU and the proposal; 	(10)	(7)
2. METHODOLOGY <ul style="list-style-type: none"> Quality of the proposed approach and methodology; Quality of proposed implementation plan (milestone wise), i.e. how the bidder will undertake each task, and time-schedules 	(15)	(10)
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)	(20)
4. ORGANISATIONAL CAPACITY <ul style="list-style-type: none"> Professional expertise, knowledge and experience with similar projects, contracts, clients and consulting assignments Financial status of the organization 	(20)	(13)
TOTAL MARKS FOR TECHNICAL COMPONENT	75	(50)
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 in each category will be considered technically responsive. The **Financial Proposal** will be opened of only those bidder(s) who are technically qualified. Proposals which are considered 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 **combined quality cum 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 comply the conditions may result in disqualification. In case of errors in the extension price, unit price will also result in disqualification.

14. RFP TERMS AND CONDITIONS

14.1 This RFP and any responses there to, 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 or all offers and discontinue this RFP process without obligation or liability to any potential Vendor,
- f. Reject any/all of the proposals submitted;
- g. Accept any proposals in whole or in part;
- h. Negotiate with the most favourable bidder
- i. Award a contract on the basis of initial offers received, without discussions or requests for best and final offers, and
- j. 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 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 any private or public entity 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 this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) "Foreign Currency" means any currency other than the currency of the "Employer's" country.
- (g) "GC" means these General Conditions of Contract.
- (h) "GoMP" means the Government of Madhya Pradesh
- (i) "Local Currency" means Indian Rupees.
- (j) "Member" means any of the entities that make up the joint venture/consortium/ association; and "Members" means all these entities.
- (k) "Party" means the "Employer" or the Consultant, as the case may be, and "Parties" means both of them.
- (l) "Personnel" means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).
- (m) "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "Third Party" means any person or entity other than the "Employer", or the Consultant.
- (r) "In writing" means communicated in written form with proof of receipt.

1.2 Relationship between the Parties

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

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

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

1.5 Notices

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 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.

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

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

1.7 **Authority of Lead Partner:** In case the Consultant consists of a joint venture /consortium/association of more than one entity, the Members hereby authorize the entity specified (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 liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10 Fraud and Corruption

1.10.1 **Definitions:** It is the Employer's policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the

Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of any thing 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, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- (b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.10.3 Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the "Effective Date") of the Employer's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met. Signing and returning the acknowledgment copy of a contract issued by employer or beginning work under that contract shall constitute acceptance of a binding agreement between employer and the Consultant.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the

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

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

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

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

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

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

2.7 **Force Majeure :**

2.7.1 **Definition** (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the 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 Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

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

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

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

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

(i) Demobilize; or

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

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

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

2.9 Termination

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

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Employer" may have subsequently approved in writing.

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(d) If the Consultant, in the judgment of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

- (e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- (f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (g) If the consultant fails to provide the quality services as envisaged under this Contract. The Project Management Committee (PMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The PMC may decide to give one chance to the consultant to improve the quality of the services.
- (h) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (i) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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

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

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

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

2.9.5 **Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 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.

2.9.6 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, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- (b) If the agreement 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 consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.7 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within 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.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General :

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

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

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.: (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the

Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

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

c) Use of PMPSU Name - The Consultant shall not use the name of Poverty Monitoring and Policy Support Unit Society or abbreviation of this name for any purpose.

d) Officials not to Benefit - The Consultant warrants that no official of PMPSU has received or will be offered by the Consultant any direct or indirect benefit arising from this Contract or the award thereof. The Consultant agrees that breach of this provision is a breach of an essential term of the Contract.

e) Prohibition on Advertising -The Consultant shall not advertise or otherwise make public that the Vendor is furnishing goods or services to PMPSU without specific permission-of PMPSU.

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

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

3.3 **Confidentiality:** Except with the prior written consent of the “Employer”, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 **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 coverage specified in the SC, and (ii) at the “Employer’s request, shall provide evidence to the “Employer” showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 **Accounting, Inspection and Auditing:** The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the “Employer” or its designated representative and/or the

Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Employer" or the Employer, if so required by the "Employer" or the Employer as the case may be.

3.6 **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 in the team composition.
- (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" all the plans, computer filled-in raw data (softcopy) and analyzed information (softcopy), photographs, maps, drawings, specifications, designs, recommendations, estimates, reports (hard and softcopy), all other documents/data compiled by or received by the Consultant and software prepared by the Consultant for the "Employer" under this Contract and shall also 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. **These documents collected by the Consultant has to be submitted to the "Employer"**

3.8 **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.

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":** 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.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

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

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

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth 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 may be increased by agreement in writing between the "Employer" and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

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

4.4 **Removal and/or Replacement of Personnel:** (a) except as the "Employer" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the "Employer" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the "Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer".

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such

replacement, shall be subject to the prior written approval by the “Employer”. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all 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.

- 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.

5. OBLIGATIONS OF THE “EMPLOYER”

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

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

- 5.2 **Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services 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 Appendix E at the times and in the manner specified in said **Appendix E**.

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

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

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

(b) Professional and support counterpart personnel, excluding “Employer’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such

member, the Consultant may request the replacement of such member, and the "Employer" shall not unreasonably refuse to act upon such request.

c) Consultant 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.

6. PAYMENTS TO THE CONSULTANT

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

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

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

6.2 Currency of Payment: All payments shall be made in Indian Rupees.

6.3 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 11.

(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. 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 11 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 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 / PMC, 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 the Employer accepts.
- (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 regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.
- 8.2 **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such 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 Principal Secretary of the Finance Department to the Government of Madhya Pradesh. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- 8.3. Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. LIQUIDATED DAMAGES

- 9.1 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 20% of the total value of the contract as specified in Appendix D.
- 9.3 The liquidated damages shall be applicable under following circumstances:
- (a) If the deliverables are not submitted as per schedule as specified in SC 11, the Consultant shall be liable to pay 1% 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 as mentioned in Clause 6.3 (f), 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 1% of total cost of the services for every week or part thereof for the delay.

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/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/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 Consultants under the Contract.
- (v) The Consultant/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/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/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/Consultant.
- (vii) The Consultant/ Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Consultants, sub-Consultants, 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/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

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	The addresses are: 1. "Employer": Member Secretary, State Planning Commission, Madhya Pradesh c-Wing, 1st Floor, Vindhyachal Bhawan, BHOPAL (MP) INDIA 462 004 Attention: Member Secretary, State Planning Commission, PMPSU Email: pmpsusmp@gmail.com
		2. Consultant:
2.	1.8	The Authorized Representatives are: For the "Employer": Acting through Member Secretary, State Planning Commission MP For the Consultant:
3.		Work Plan scheduled –
4.	2.1	Effectiveness of the Contract: From the date of signing of the Contract
5.	2.2	The time period shall be 2 (two) months
6.	2.3	The time period shall be 15 days
7.	2.4	The time period shall be 5 months
8.	3.4	The risks and the insurance coverage shall be as follows: (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with an adequate coverage (b) Third Party liability insurance, with an adequate coverage (c) Professional liability insurance to cover the employer against any loss suffered by the employer due to the professional service provided by the Consultant, with a adequate coverage (d) Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity.
9.	4.5	{The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.5.}
10.	6.1	(b) The ceiling in local currency is: Indian Rupees Rs..... only (Indian Rs. only) inclusive of service tax @12.26 % of total cost.)

11.	6.3	<p>For lump-sum contracts payment will be made based on milestones indicated for each activity as below:</p> <ul style="list-style-type: none"> • 10% at the end of Month 1 upon submission of Inception Report. Reporting format of inception report will be jointly developed and get approval of Nodal officer, PMPSU. • 20% at the end of 45 days of inception report submission upon submission of Progress Report 1. Reporting format of progress report-1 will be jointly developed and get approval of Nodal officer, PMPSU. • 30% at the end of 90 days of inception report upon submission of Progress report-2. • 20% at the end of 20 days of progress report-2 submission upon the submission of draft final report with presentation. • 20% at the end of final report submission and approved by the PMPSU.
12.	8.3	The Arbitration proceedings shall take place in BHOPAL in India.

Binding signature of Employer Signed by _____

For and on behalf of the Poverty Monitoring and Policy Support Unit Society-MP

Acting through Member Secretary,
State Planning Commission,
Madhya Pradesh
C-Wing, 1st Floor,
Vindhyachal Bhawan,
BHOPAL (MP) INDIA 462 004

Binding signature of Consultant Signed by

For and on behalf of the Consultant
[Authorized Representative]

Address:

Email:

In the presence of

(Witnesses)

1. _____

2. _____

ANNEX A - TECHNICAL PROPOSAL FORMAT
(Detailed Response Requirements)

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. Understanding of scope, objectives and completeness of response (As per the RFP)

B. Approach to the study

- a. Key guiding principles for the study
- b. Framework for the study
- c. Information Needs’ Matrix
- d. Capacity Building of study team members(s)
- e. Any others

C. Methodology:

- a. Detailed Research design including sampling design
- b. Field process protocol for quality control
- c. Specify suggestive tools for data collection

Type of respondents (Stakeholder)	Issues will be studied	Methods / Tools to be used	Remark (if any)

- d. Structure of analysis and report
- e. Team meetings
- f. Any others

D. Work Plan for Performing the Assignment

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

TECHNICAL DOCUMENT 4: Team composition and Task Assignments (also enclosed CV’s of Study team focusing qualification and relevant experiences related to study topic and specify there present employers) also attach self-declaration letter of association/ duly signed undertaking with each study team member.

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.
(If applicable)

TECHNICAL DOCUMENT 1 - TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

The Team Leader,
PMPSU,
State Planning Commission
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 / Present employer	Area of Expertise	Task Assigned

- Please attach CVs of proposed Team Members (*Not more than two A4-sized pages per CV; minimum font size 12*)
- Please attach self-declaration letter of association/ undertaking duly signed with each study team member.

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, and that will be fully responsible for all contract performance.*)

TECHNICAL DOCUMENT 6:

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

TECHNICAL DOCUMENT 7:

Letter of Association with associate Consultants;

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:

Team Leader,
Poverty Monitoring and Policy Support Unit-MP
State Planning Commission M.P.
C-Wing, First Floor
Vindhyanchal Bhawan
Bhopal 462 004

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. _____