

FOR PROPOSAL (RFP)

FOR

CONDUCTING IMPACT AND EVALUATION

STUDY OF NAI ROSHNI SCHEME

BEING IMPLEMENTED BY MINISTRY OF

MINORITY AFFAIRS

GOVERNMENT OF INDIA

MINISTRY OF MINORITY AFFAIRS

11thFloor, Pt. Deendayal Antyodaya Bhawan,
CGO Complex, Lodhi Road,
New Delhi – 110003

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File No.24/01/2019-Coord
Ministry of Minority Affairs
Government of India

Dated: 24.07.2020

To,
As per the Annexed List

Subject: Request for Proposals (RFP) for consultancy for evaluation of Nai Roshni Schemes (as per list enclosed) of Ministry of Minority Affairs-reg.

Sir,

Ministry of Minority Affairs proposes to engage Consultant to conduct "Impact and Evaluation Study" of the Nai Roshni Schemes being implemented by it for the benefit of the notified minority communities.

2. The salient features of the study, eligibility criteria and instructions on how to bid and other details are available in the RFP document. The listed applicants are invited to submit proposals in two bid system (Part-I: Technical Bid and Part-II: Financial Bid) for award of contract.
3. The last date and time of submission of RFP is 3 PM of 14.08.2020. The Bidders who obtains 70% of marks based on the technical criteria prescribed would be treated as technically qualified. The financial proposals of only the technically qualified bidders will be opened as there will be no weightage for Technical Score in the final evaluation and the responsive technically qualified proposal with the lowest evaluated cost shall be selected for award of contract as per procedure described in the RFP.
4. Please note that the Ministry of Minority Affairs reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

Yours faithfully



(Ravinder Kumar)

Deputy Secretary (Nai Roshni)

Ministry of Minority Affairs

Email: ravinder50.kumar@gov.in

Tel: 011-24360851

Annexure

List of Institutions

IIT	Director	Contact	e-mail
1. Delhi	Prof. V. Ramgopal Rao	+91-11-2659 1701, +91-11-2658 2020	director[at]admin.iitd.ac.in
2. Kanpur	Prof. Abhay Karandikar	+91-512-259 7220/ 0763	director@iitk.ac.in
3. Mumbai	Prof. Subhasis Chaudhuri	+91-22-2576 7001, 7002	director@iitb.ac.in
4. Kharagpur	Prof. Sriman Kumar Bhattacharyya	+91-3222-283490	drc@cse.iitkgp.ac.in
5. Guwahati	Prof. Dr. T. G. Sitharam	+91-361-2690401	director@iitg.ernet.in
IIM	Director	Contact	e-mail
1. Ahmedabad	Professor Errol D'Souza		director@iima.ac.in
2. Bangalore	G. Raghuram		director@iimb.ac.in
3. Kolkata	Prashant Mishra	91-9830779339	director@iimcal.ac.in
4. Lucknow	Prof. Archana Shukla	+91-522-6696601/02	director@iiml.ac.in
5. Kozhikode	Debashis Chatterjee	0495-2809200 / 202	debashis@iimk.ac.in
Other Institutions	Contact Person	Contact	e-mail
1. IISS, Bhopal	Ahok Patra	0755-2730946	Director.iiss@icar.gov.in
2. Quality Council of India	Dr. Hari Prakash	011-2337 9321	hari@gov.in.org info@qcin.org
3. Delhi University	Professor Yogesh K Tyagi	27667899 Ext. 1102	khuranaj@genomeindia.org
4. Jamia Millia Islamia	Prof. Shahid Ashraf	26984650, 26985180	vc@jmi.acin
5. Aligarh Muslim University	Prof. Tariq Mansoor	0571-2700994, 2702167	vcamu@amu.ac.in
6. Jawaharlal Nehru University	Prof. Shatendra K. Sharma	011- 26742604 ,26704758	usicjnu@mail.jnu.ac.in shatendra@lycos.com
7. Indian Institute of Public Administration	Shri Amitabh Ranjan	23702438, 23468363	registrar@iipa.org.in
8. Administrative Staff college of India	Mr. Kalyan K Roy	040- 66533082	registrar@asci.org.in
9. TISS	Prof Shalini Bharat	022-25525202	director@tiss.edu sbharat@tiss.edu
10. Gauhati University	Prof. Archana Sharma	0361-2570287	archanasharma@gauhati.ac.in
11. Management Development Institute (MDI), Gurgaon	Dr. Nakul Gupta	0124-4560343	dean-ca@mdi.ac.in

Additional List of Invitees for RFP

S.No.	NIT	Director/Designation	Contact	E-mail ID
1.	Trichy	A. Palanivel Registrar	Tel: 91-431-2503052 Tel: 91-431-2504014	Email: registrar@nitt.edu
		Shri. Ravishankar. R. Assistant Registrar (Stores and Purchase)	Tel : 91-431-250 3056	Email: rravi@nitt.edu, arps@nitt.edu
		Shri. Vigneshwara Raj. A.G. Assistant Registrar (Establishment)	Tel : 91-431-250 3055	Email: agvignesh@nitt.edu, arestt@nitt.edu
2.	Rourkela	Prof. Animesh Biswas Director National Institute of Technology Rourkela	0661 - 2462001 0661 - 2472926	director[at]nitrkl.ac.in
		Shri Ajay Kumar Sahu Secretary to Director National Institute of Technology Rourkela	0661 - 2462002 0661 - 2472926	ps-dir[at]nitrkl.ac.in
3.	Surathkal	<u>K Ravindranath,</u> Registrar	Phone: +91-824- 2473006 / +91-824- 2474068	Email: rnath [at] nitk.ac.in, registrar [at] nitk.ac.in
		Y RamMohan, Deputy Registrar Accounts	Phone: +91-824- 2473010 / +91-824- 2474070	Email: rmohan [at] nitk.ac.in
4.	Warangal	Prof. N.V. Ramana Rao Director National Institute of Technology Warangal Warangal, Telangana India		director@nitw.ac.in
		<u>Office Details:</u> S Surya Prakash, PA to Director	Phone: 2462001	pa2dir@nitw.ac.in
5.	Calicut	Prof. Sivaji Chakravarti, NIT Calicut, PO Kozhikode, PIN-673601, Kerala	91 4952286100 91 3329661020	director@nitc.ac.in s_chakravorti@iecc.org

DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Ministry or any of its employees, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Ministry to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Ministry in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Ministry, its employees to consider the objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Ministry accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Ministry, its employees make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Ministry also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Ministry may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Ministry is bound to select a Bidder or to appoint the Selected Bidder or Consultant, as the case may be, for the Project and the Ministry reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Ministry or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Ministry shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

SECTION - 2
INSTRUCTIONS TO BIDDERS
PART - I

1. STANDARD DEFINITIONS

- (a) “Ministry” means the Ministry of Ministry of Minority Affairs which has invited the bids for consultancy services and with which the selected Consultant signs the Contract for the Services and to which the selected Consultant shall provide services as per the terms and conditions and TOR of the contract.
- (b) “Consultant” means any entity that will provide Services to the Ministry under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Section 6, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (d) “Project specific information” means such part of the instructions to Consultants used to reflect specific project and assignment conditions.
- (e) “Government” means the Government of India (GOI).
- (f) “Instructions to Bidders” means the document which provides short-listed Bidders with all information needed to prepare their bids.
- (g) “LOI” means the Letter of Intent to be sent by the Ministry to the selected consultant.
- (h) “Personnel” means professionals and support staff provided by the Consultant and assigned to perform the Services or any part thereof;
- (i) “Bid” means the Technical Bid and the Financial Bid.
- (j) “RFP” means the Request for Proposal prepared by the Ministry for the selection of Consultant.
- (k) “Assignment / job” means the work to be performed by the Consultant pursuant to the Contract.
- (l) “Terms of Reference” (TOR) means the document included in the RFP as Section-5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Ministry and the Consultant, and expected results and deliverables and timelines of the Assignment/job.

2. INTRODUCTION

- 21 The Ministry named in the Part-II of Data-Sheet will select a consulting firm/organization (the Consultant) from those to whom the Letter of Invitation (Section-1 of RFP) has been addressed, in accordance with the method of selection specified in the Part-II of Data-Sheet.
- 22 The name of the assignment/Job has been mentioned in Part-II of Data-Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section-5.
- 23 The date, time and address for submission of the bids have been given in Part-II, Data-Sheet.
- 24 The Interested Bidders are invited to submit their Proposals, for consulting assignment/job named in the Part-II of Data-Sheet. The bid will be the basis for a signed Contract with the selected Consultant.
- 25 To obtain first-hand information on the assignment/ job Bidders are encouraged to meet the Ministry's representative named in Part-II of Data-Sheet before submitting a proposal.
- 26 The Ministry will provide at no cost to the Bidders the relevant information as specified in the Part-II of Data-Sheet.
- 27 Bidders shall bear all costs associated with the preparation and submission of their proposals. The Ministry is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.

3. CONSULTANT'S PERSONNEL

- 3.1 The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services. No "Sub-Consultants" should be engaged by bidders.

4. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

- 4.1 Bidders may request a clarification on any clause of the RFP documents as per schedule indicated in the Part-II of Data Sheet. Any request for clarification must be sent in writing, or by standard electronic means to the Ministry's address indicated in the Part-II of Data Sheet up to the date of pre-bid meeting. The Ministry will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Ministry deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Para-4.2 below.
- 4.2 At any time before the submission of Bids, the Ministry may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders a reasonable time within which the Consultant shall take action for amendment in their bid, the Ministry may, if the amendment is substantial, extend the deadline for the submission of bid.

5. CONFLICT OF INTEREST

- 5.1 Ministry requires the Consultants to provide professional, objective, and impartial advice and at all times hold the Ministry's interests paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interests and act without any consideration for future work.
- 5.2 Without limitation on the generality of the foregoing, Consultants shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities:

- 5.2.1 During the term of this contract and after its termination, the Consultant 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.

Conflicting Assignment/job:

- 5.2.2 The Bidder (including its Personnel) shall not engage, and shall cause their Personnel not to allow, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this contract.

Conflicting relationships:

- 5.2.3 A Bidder (including its Personnel) that has a business or family relationship with a member of the Ministry's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Ministry throughout the selection process and the execution of the Contract.
- 5.2.4 Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Ministry, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Ministry comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.
- 5.2.5 No agency or current employees of the Ministry shall work as Consultants under their own ministries, departments or agencies.

6. UNFAIR ADVANTAGE

- 6.1 If a Bidder could derive a competitive advantage from having provided consulting services related to the services in question and which is not defined as conflict of interest as per Para 5 above, the Ministry shall make available to all Bidders together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.

7. BID

- 7.1 Interested Bidders may only submit one bid. If a Bidder submits or participates in more than one bid, all such bids shall be disqualified.

8. BID VALIDITY

- 8.1 Bidders' bids must remain valid for 3 months after the last date of submission of proposals i.e. 24.08.2020 (1500 Hrs). During this period, Bidders shall maintain the availability of Professional staff nominated in the Bid and also the financial bid will remain unchanged. The Ministry will make its best effort to complete selection process within this period. Should the need arise; however, the Ministry may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Bid and their financial bid will remain unchanged, or in their confirmation of extension of validity of the Bid, Bidders could submit new staff in replacement, who would be considered in the final evaluation for contract award. Bidders, who do not agree, have the right to refuse to extend the validity of their bids. Under such circumstances the Ministry shall not consider such bids for further evaluation.

9. PREPARATION OF BIDS

- 9.1 The Bids as well as all correspondence relating to the Bids shall be written in English language, unless specified otherwise.
- 9.2 In preparing their bids, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Bid.
- 9.3 While preparing the Technical Bids, Bidders must give particular attention to the following:
- 9.3.1 While making the bids, the Consultant must ensure that he proposes the minimum number experts as sought by the Ministry as shown in Part-II of Section-2 (Data-sheet), failing which the bids shall be considered as non-responsive.
- 9.3.2 Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position mentioned.
- 9.3.3 Depending on the nature of the assignment/job, Consultants are required to submit a Full Technical Proposal (FTP) in forms provided in Section-3. The Part-II of Section-2 (Data Sheet) indicates the formats of the Technical Bid to be submitted. Submission of the wrong type of Technical Bid will result in the bid being deemed non-responsive. The Technical Bid shall provide the information indicated in the following Paras using the attached Standard Forms (Section-3). Form TECH-1 in Section-3 is a sample letter of technical bid to be submitted.
- 9.3.4 A brief description of the Bidder's organization will be provided in Form TECH-2. In the same Form, the consultant will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each assignment/job, the outline should indicate the names of Professional staff who participated, duration of the assignment/job, contract amount, and Bidder's involvement. Information should be provided only for those assignment/jobs for which the Bidder was legally contracted by the Ministry as a single entity or as one of the major partners. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by the Professional staff themselves in their CVs. Bidders should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award/copy of contract for all the assignments mentioned in the bids.
- 9.3.5 A description of the Technical Approach & Methodology and Work Plan for performing the Assignment/job, Work Plan covering the following subjects: Technical Approach and

Methodology and Financial Review & Procurement Audit Design. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-3 of Section-3. The Work Plan and Time Schedule are to be shown as per Form TECH-6 of Section-3 in the form of a bar chart.

- 9.3.6 The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their task is to be provided in Form TECH-4 of Section-3.
- 9.3.7 CVs' of the Professional staff as mentioned in Para 9.3.3 above would be signed by the authorized representative of the Bidder (Form TECH-5 of Section 3).
- 9.3.8 Information regarding any conflicting activities and declaration thereof (if any), to be given in Form TECH-7 of Section-3.
- 94 The Technical Bid shall not include any financial information. A Technical Bid containing financial information will be declared as non-responsive.**
- 95 **FINANCIAL BID:** The Financial Bid shall be prepared using the attached Standard Forms (Section-4). It shall list all costs associated with the Assignment/job, including (a) remuneration for staff and (b) reimbursable expenses indicated in the Part-II of Section-2 (Data sheet). If appropriate, these costs should be broken down by activity. The financial bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10. TAXES

- 10.1 The Consultant shall fully familiarize themselves about the applicable domestic taxes (such as: GST or Income Tax, Fees, Levies etc.) on amounts payable by the Ministry under the Contract. All such taxes must be indicated by the consultant in the Financial Bid.

11. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 11.1 The Bidder should submit the Technical and Financial Bids, in prescribed formats and other required documents as per the RFP, by the deadline. The Technical Bid shall be hard bound and all pages serially numbered. Hard bound implies such binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document. Soft copies of the bids shall also be submitted.
- 11.2 The Technical Bid and Financial Bid should be sealed by the Bidder in separate inner covers duly marking these as "Technical Bid" and "Financial Bid" and marked with the address of Ministry of Minority Affairs and the Bid reference on the envelopes. Further, the sentence "NOT TO BE OPENED" before 24.08.2020 (1500 hrs) are also to be put on these envelopes and these sealed inner covers are to be put in a bigger outer cover which should be sealed and duly super scribed in a similar manner. If the outer envelope is not sealed and marked properly as above, the Ministry of Minority Affairs will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 11.3. The Technical Bids will be opened on2020 at 1500 Hrs in the presence of Representative of Bidder Institutions/ Organizations.**

12. PROPOSAL EVALUATION

- 121 From the time the proposals are opened to the time the Contract is awarded, the Bidders should not contact the Ministry on any matter related to its Technical and/or Financial Bid. Any effort by Bidders to influence the Ministry in the examination, evaluation, ranking of bids, and recommendation for award of Contract may result in the rejection of the Bidders' bids.
- 122 The Ministry has constituted a Consultancy Evaluation Committee (CEC) to carry out the entire evaluation process of the bids.

123 EVALUATION OF TECHNICAL BIDS:

- 12.3.1 The Consultancy Evaluation Committee while evaluating the Technical bids shall have no access to the Financial Bids until the technical evaluation is concluded and the competent Ministry accepts the recommendation.
- 12.3.2 The Consultancy Evaluation Committee shall evaluate the Technical Bids on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the **Appendix-I** to the RFP. Each responsive bid will be given a technical score (St). In the first stage of evaluation, a bid shall be rejected if it is found deficient as per the requirement indicated in the Data Sheet for responsiveness of RFP and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the **Appendix-I** to the RFP. Only responsive bids shall be further taken up for evaluation. Evaluation of the Technical Bid will start first and at this stage the Financial Bids will remain unopened. The qualification of the Consultant and the evaluation criteria for the technical proposal shall be as defined in the Data Sheet.

13.4 OPENING AND EVALUATION OF THE FINANCIAL BIDS:

- 13.4.1 The Consultant is deemed to have included all prices in its financial proposal so neither arithmetic corrections nor any other price adjustment shall be made by CEC. Therefore, the correctness of all prices quoted in the Financial Bid will solely be the responsibility of the bidder. In case of any discrepancy found in the Financial Bid, the same shall be liable for rejection.
- 13.4.2 After opening of Financial Bids, the Least Cost System (LCS) shall be applied as per which the technically qualified proposal with the lowest evaluated cost shall be selected and will be eligible for award of the contract.
- 13.4.3 If a Consultant/firm quotes NIL charges/considerations, the bid shall be treated as unresponsive and will not be considered.

14. AWARD OF CONTRACT

- 14.1 After selection, the Ministry shall issue a Letter of Intent (LOI) to the selected Consultant and promptly notify all other Bidders who have submitted proposals about the decision taken. The LOI shall be issued, in duplicate, by the Ministry to the Selected Consultant and the Selected Consultant shall, within 3 (three) days of the receipt of the Letter of Intent, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Selected Consultant is not received back by the stipulated date, the Ministry may, unless it consents to extension of time for submission thereof on request of such consultant within the aforesaid stipulated time, remove the bidder from the list of enlisted bidders and debar the bidder from participation in future procurement of Ministry of Minority Affairs for a period of not less than one year.

- 142 The selected Consultant will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract in Section-6, within 5 days of receipt of the signed copy of letter of intent (LOI) from bidder to Ministry.
- 143 The selected Consultant is expected to commence the Assignment/job on the date of signing of the Contract.

15. REVIEW OF WORK PROGRESS

The Nodal Officer for the Scheme in the Ministry of Minority Affairs shall be responsible for monitoring the progress of the evaluation study. The Nodal Officer shall review the quality of work being done by the Consultant by reviewing the following reports being shared by the Consultants.

S.No.	Deliverables	Details	Deadline for Review
1	Inception Report	With details of project plan, final sampling, data to be collected, resourcing and Detailed budget.	Within one week of award of Contract.
2	Draft Report	First draft of Evaluation Report	Within 30 days of award of Contract.
3	Final Report	Submission of Final evaluation report	Within 45 days of award of Contract

16. CONFIDENTIALITY

Information relating to evaluation of Bids and recommendations concerning awards shall not be disclosed to the Bidders who had submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its

Proposal and may be subject to the provisions of the Government of India's anti-fraud and corruption policy.

INSTRUCTIONS TO BIDDERS
PART-II
DATA-SHEET

S.No.	Clause of RFP	Particulars of Data Sheet
1.	2.1	Name of the Ministry: Ministry of Minority Affairs
2.	2.2	Name of the Assignment/job is: Conducting Impact and Evaluation Study of the Nai Roshni Schemes being implemented by Ministry of Minority Affairs for the benefit of six notified minority communities
3.	2.5	A pre-bid meeting will be held: No
4.	2.5	The Ministry's representative is: Deputy Secretary (Nai Roshni), 11 th Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi – 110003, Tel. No. 011-24360851
5.	2.6	The Ministry will provide Guidelines of the Schemes
6.	4.1	Clarifications, if any, to be sought by 28.07.2020 (1500 Hrs)
7.	8.1	Proposals must remain valid for 90 days after the last date of submission of Proposal i.e. 14.08.2020.
8.	9.3	<p>The formats of the Technical bids will be in following Letters/Forms to be submitted by Bidders:</p> <p>Form TECH-1: Letter of Bid submission</p> <p>Form TECH-2: Bidder's Organization & Experience</p> <p>Form TECH-3: Technical Approach & Methodology</p> <p>Form TECH-4: Team Composition & Task Assignment Jobs</p> <p>Form TECH-5: Curriculum Vitae for proposed Professional Staff</p> <p>Form TECH-6: Work Schedule & Time Schedule</p> <p>Form TECH-7: Information regarding any conflicting activities and declaration thereof.</p>
9.	9.3.1 & 9.3.2	<p>The Consultant will submit the final report within 45 days of the date of signing of agreement, after taking into account the comments of the Ministry on the draft report.</p> <p>The Bidders are expected to deploy minimum manpower comprising of one National team leader and two Team Member/Field Investigators.</p> <p>However, the bidders will indicate their own estimate of number of professional staff months and break up among the team members based on the Terms of Reference (TOR) and time period of Assignment which is for duration of 45 days from the date of signing of contract. The relevant Technical Forms are to be filled up accordingly.</p>

S.No.	Clause of RFP	Particulars of Data Sheet			
10.	12	Schedule of Process of Proposals			
		The Ministry shall endeavour to adhere to the following schedule:			
		S.No.	Event Description	Date	
		1	Date of issue of invitation letters for RFP to the eligible applicants	24.07.2020	
		2	Seeking Clarification on RFP if any	28.07.2020	
		3	Last Date of submission of RFP	14.08.2020 at 3:00 PM	
		4	Date of opening of RFP& Technical Bids	14.08.2020 at 5:00 PM	
		5	Presentations on Technical Bids	Date to be decided, if required	
		6	Opening of Financial Bids	Date to be decided	
		i) The Bid document shall be deposited in the tender box and shall be sealed by the Bid Opening Committee on the last day. The Tender Box shall have 2 locks. Key on one lock will be with the Deputy Secretary (Nai Roshni) and the other with Director (GA). ii) Bids received by courier shall be deposited in the tender box by the Dispatch Section till the date and time of bid opening. Bids sent by telex, cable or facsimile are to be ignored and rejected; and iii) Section Officer (Nai Roshni) Ministry of Minority Affairs will receive bulky/oversized bids which cannot be dropped into tender boxes. The officers so authorised to receive such bids shall maintain proper records and provide a signed receipt with date and time to the bearer of the bid. He will also sign on the cover, duly indicating the date and time of receipt of the tender(s).			

S.No.	Clause	Particulars of Data Sheet
11.	13.3 & 13.4	<p>Evaluation Criteria: Criteria, sub-criteria, for evaluation of Technical Proposals would be as under:</p> <p>The Consultancy Evaluation Committee appointed by MoMA will carry out its evaluation applying the evaluation criteria and point system specified Below. Each responsive proposal will be assigned a Technical Score points as per Appendix-I.</p> <p>The minimum Technical Score (St) which a Bidder is required to obtain for making the Bidder eligible for opening of Financial Bid and evaluation will be 70 points.</p> <p>Quality and competence of the Bidder in executing the Assignment/job shall be considered as the paramount requirement. The Financial Evaluation will be carried out in respect of only those Bidders which scores 70 and above points out of 100 points earmarked for Technical Evaluation. Financial Proposal of Bidders scoring less than 70 points will not be considered and their Sealed Financial Bid will remain unopened/intact.</p> <p>Financial Bids</p> <p>While evaluating the Financial Bids of those Bidders who have secured 70 and above out of 100 points earmarked for Technical Evaluation, the Evaluation Committee will first determine if the Financial Bid of the Bidder is complete and without any arithmetic and computational errors. The lowest Financial Bid will be selected for the award of the contract.</p>
12.	14	<p>Award of contract:</p> <p>Based on the above Evaluation Criteria for Technical & Financial Proposal, the technically qualified Bidder with the lowest evaluated financial cost shall be selected.</p>
13.	14.3	Date for commencement of consulting Assignment/job is date of signing of Contract
14.	14.3	<p>Location for Assignment/Job: Headquarters of Consultant i.e. address specified in letter of proposal submission as in Form TECH-1.</p> <p>The assignment/job would entail visit to at least 6-12 States/UTs selected on the basis to ensure representation of all zones (North, South, East, West, Central & North-East).</p>

15. The Consultant will submit the final report within 45 days of the date of signing of agreement, after taking into account the comments of the Ministry on the draft report. The bidders will indicate their own estimate of number of professional staff-months and break-up among the team-members based on the Terms of Reference (TOR) and time period of Assignment which is for duration of 45 days from the date of signing of contract. The relevant Technical Forms is to be filled up accordingly.

SECTION-3

TECHNICAL BID - STANDARD FORMS

Refer to Sl.No.8 of (Part-II) of the Data-Sheet for format of Technical Bid to be submitted and Paragraph 9.3.3 of Section-2 (Part-I) of the RFP for Standard Forms required.

Form No	Description	Page Nos.
Form TECH-1	Letter of Bid Submission	
Form TECH-2	A – Bidder's Organization	
	B – Bidder's Experience	
Form TECH-3	Description of Technical Approach and Financial Review & Procurement Audit Design & Methodology for performing the Assignment/Job	
Form TECH-4	Team Composition and Task Assignments/Job	
Form TECH-5	Curriculum Vitae (CV) for proposed Professional Staff	
Form TECH-6	Work Schedule & Time schedule	
Form TECH-7	Information regarding any conflicting activities and Declaration thereof	

LETTER OF BID SUBMISSION

Location: _____

Dated: _____

To: [Name and address of Ministry]

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for “Conducting Impact and Evaluation Study of the Nai Roshni Scheme in accordance with your Request for Proposal No. /.....dated_____. We are hereby submitting our Proposal which includes this Technical Bid and a Financial Bid.

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

Our Proposal is binding upon us and we understand you are not bound to accept any Proposal you receive.

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Institution:

Address:

BIDDER'S ORGANIZATION

A: Bidder's Organization

[Provide here a brief description of the background and organization of your Institution and each associate (if any) for this Assignment/job in tabulated form. This should include the following:

1. Name of Agency/Organization
2. Address with Telephone, Fax & E-mail etc.
 - (a) Registered Office
 - (b) Head Office
3. Details of Registration (Please indicate all details including incorporation)
4. PAN Number
5. Year of Experience of Institution/Organization
6. Type of Organization
7. History
8. Profile of Organization
 - (a) Organizational Structure
 - (b) Organization Chart
 - (c) Division for various activities, if exists
 - (d) Professional Capabilities
 - (i) The Team, Field operations & Strengths
 - (ii) Infrastructure available
 - (iii) Geographical Reach
9. Details of client in various sectors (Particularly Govt. Depts./Ministries/PSUs)

BIDDER'S ORGANIZATION

10. (a) Details of Data Management Capability
 (b) Software Resources
 (c) Connectivity

11. List of Professional (separate for Key Professionals, other staff, Field Personnel's etc.)

Sl. No	Name	Position	Educational Qualification	Year of Work Experience	Area of specialization

12. List of offices in various cities/states

Sl. No	Location/City	States to be covered for assignment	Contact Person & Address with	Details of all the Infrastructure facilities available for the assignment

13. Any other relevant details about organization

BIDDER'S EXPERIENCE**B: Bidder's Experience of last Three (3) years (up to March, 2020) in conducting Evaluation of Project/Scheme.**

[Using the format below, provide information on each Assignment/job (separately for each assignment) for which your firm and each associate for this assignment was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting services similar to the ones requested for this Assignment. The information must show your overall experience of last three (3) years (upto March, 2020) in undertaking and executing similar Assignment. Same format is to be used for showing all important Assignments.

ASSIGNMENT NO.....

1	Assignment name:	
1.1	Description of Assignment:	
1.2	Value of the contract (in Rupees):	
1.3	Country:	
1.4	Location within country:	
1.5	Duration of Assignment/job (months):	
1.6	Name of Ministry:	
1.7	Address of Ministry:	
1.8	Total number of staff-months of the Assignment:	
1.9	Approx. value of the Services provided by your firm under the contract (in Rupees):	
1.10	Start date (month/year):	
1.11	Completion date (month/year):	
1.12	Name of associated Consultants, if any:	
1.13	Number of professional staff-months provided by associated Consultants:	
1.14	Name of senior professional staff of your firm involved and functions performed.	
1.15	Description of actual Assignment/job provided by your staff within the Assignment/job:	

Note: Please provide documentary evidence from the client i.e. copy of Work Order/ Contract for each of the assignment shown by the Agency. The experience shall not be considered for evaluation if such requisite support documents are not provided with the bid.

**DESCRIPTION OF TECHNICAL APPROACH AND METHODOLOGY FOR
PERFORMING THE ASSIGNMENT**

Technical Approach and Methodology and Financial Review & Procurement Audit Design are key components of the Technical Proposal. The Agency will present its Technical Proposal divided into the following two chapters:

- (a) Technical Approach and Methodology,
- (b) Evaluation Audit Design

(a) Technical Approach and Methodology

In this chapter the Bidder should explain their understanding of the objectives of the Assignment, approach to the Assignment, methodology proposed for carrying out the activities and obtaining the expected output and the degree of detail of such output. The Bidder should also explain the methodology proposed to be adopted and highlight the compatibility of the same with the proposed approach.

(b) Evaluation Audit Design

Outline here the Evaluation Audit Design showing details as to how the Assignment will be completed at various level in a State/U.T. in the given time-frame, method of Analysis of information collected, number and deployment of Key Professional and other staffs proposed to be deployed by the Bidder keeping in view the requirement, as given in the 'Terms of Reference'.

TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS

In this chapter, the Bidder/s should propose and justify the structure and composition of its team for completion of Assignment. The Bidder/s should list the main disciplines of the Assignment/job, the key expert responsible for them i.e. Key Personnel/Team Leaders and proposed Technical, support and other staff.

Duration: 45 days (Ref. TOR)

PROFESSIONAL STAFF (KEY PERSONNEL/TEAM LEADER ETC.)					
S. No.	Name of Staff	Name of Organisation	Area of Expertise	Position assigned for this job	Task assigned for this job

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

1. **Proposed Position:** _____
[For each position of key professional separate form TECH-5 is to be prepared]:
2. **Name of Institution:** _____
[Insert name of firm proposing the staff]:
3. **Name of Staff:** _____
[Insert full name]:
4. **Date of Birth:** _____
5. **Nationality:** _____
6. **Education:** _____
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of acquiring]:
7. **Membership of Professional Associations:** _____
8. **Work Experience in States** _____
[List States where staff has worked in the last ten years]:
9. **Employment Record:** _____
[Starting with present position, list in reverse order every employment held by staff member since graduation giving details for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: _____ To [Year]: _____

Ministry: _____

Position held: _____
10. **Detailed Tasks Assigned:**

[List all tasks to be performed by above staff under this Assignment for which Proposal is being submitted]
11. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**
[Amongst the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff's capability to handle the tasks listed under point 12.]

Name of Assignment/job or project: _____

Year: _____

Location: _____ **FORM TECH-**

Ministry: _____

Main features of Assignment: _____

Positions held: _____

Activities performed: _____

14. **Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful mis-statement described herein, may lead to my disqualification or dismissal, if engaged.

Date: _____

[Signature of authorized representative of the bidder] *Day/Month/Year*

Full name of authorized representative: _____

Signature of authorized representative: _____

WORK SCHEDULE & TIME SCHEDULE

Outline here the Work Schedule/Plan and Time Schedule, as per following proforma:

S.No.	Activity*	Days/Month**

Notes:

- * Indicate all main activities of the Assignment/job, including delivery of reports i.e. deliverables as per TOR and other benchmarks such as Ministry's approvals.
- ** Duration of activities shall be indicated in the form of a bar chart.

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES
AND DECLARATION THEREOF**

1. Are there any activities carried out by your Organization/Institute which are of conflicting nature as mentioned in Para-5 of Section-2 of RFP. If yes, please furnish details of any such activities.
2. If no, please certify, as under:

We hereby declare that our firm, our associate / group firm are not indulged in any such activities which can be termed as the conflicting activities under Para-5 of the Section-2. We also acknowledge that in case of mis-representation of the information, our proposals/contract shall be rejected/ terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

APPENDIX – I

Scoring criteria for Bidders (Refer Clause 13.3 of RFP)

	Scoring criteria	Maximum Marks (100)
A.	Experience of Evaluation of Central Sector /Centrally Sponsored Schemes for any Central / State Govt. / Govt. Autonomous Bodies- 50 marks	
1	Relevant working experience during the last 5 years as on 31.03.2020.	20
2	Experience of Review of Conducting Impact and Evaluation Study of similar Schemes in any Ministry/Department//State/UT in the last 5 years.	30
B.	Technical Approach and Methodology- 30 marks	
3	Stating a clear and a detailed methodology to carry out this evaluation study of the scheme within stipulated Time	15
4	Steps to be taken for completion of Assignment within the time- schedule, as per ToR (as per Form TECH - 6)	15
C.	Manpower – 20 marks	
5	01 National Team Leader	10
6	02 Team Member / Field Investigator (Minimum 2)	10
	For evaluation of the aforesaid professionals, the following sub-criteria can be followed -	
	(i) National Team Leader: Master Degree from a recognized university, demonstrated experience at least 3 years in managing educational projects or related sector, understanding of centrally sponsored schemes, excellent oral and written language skills particularly in English Language.	
	(ii) Team Members/Field Investigator: Master Degree/post graduate Diploma or similar relevant qualification from a recognized university and minimum 3 years demonstrated experience in managing research, assessment, outcome and impact evaluation.	

D. Minimum Score

To qualify for opening of financial bid, the Applicant must have a **minimum score of 70.**

SECTION-4
FINANCIAL PROPOSAL - STANDARD FORMS

Form No.	Description	Page Nos.
Form FIN-1 (A)	Financial Bid Submission Form	
Form FIN-1(B)	Summary of Costs	
Form FIN-1 (C)	Breakdown of Remuneration (Lump-Sum)	

FINANCIAL BID SUBMISSION FORM

Location: _____

Dated: _____

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for Conducting Impact and Evaluation Study of the Nai Roshni Scheme -----in all States and Union Territories in accordance with your Request for Proposal (RFP) dated____and our Technical Bid. Our attached Financial Bid, as per TOR is for the sum of Rs.____ (Rupees_____Only). This amount is exclusive of the Domestic taxes / other taxes payable to appropriate Ministry/authorities. The taxes and rates are mentioned in the bid.

We hereby confirm that the financial bid is unconditional and we acknowledge that any condition attached to financial bid shall result in rejection of our financial proposal.

Our Financial Bid shall be binding upon us up to expiration of the validity period of the Bid, i.e. before the date indicated at S.No. 7 (clause 8.1 of RFP) of the Part-II - Data-Sheet.

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

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Organisation/Institute/Firm: _____

Address: _____

Notes:

1. Amounts must coincide with the ones indicated under Total Cost of Financial bid in Form FIN-1(B).

SUMMARY OF COSTS

S.No.	Particulars/Items	Amount in figures (Rs)	Amount in words (Rs)
1.	Remuneration (Key professional & support staff)		
2.	Expenses on Transportation, Accommodation, TA/DA, local transportation etc.		
3.	Miscellaneous Expenses related to Assignment such as office expenses, training, data entry, data analysis etc.		
4.	Taxes		
5.	Total Cost of Financial Bid inclusive of taxes		
6.			

Authorized Signature: _____

Name: _____

Designation: _____

Name of firm: _____

Address: _____

Note : The bid should indicate the number of visits the Agency will undertake (including number of days & persons). Further, cost for additional visit may be separately indicated, if required to be undertaken at the request of the Ministr

TERMS OF REFERENCE FOR EVALUATION OF “NAI ROSHNI”

1. Executive Summary

Ministry of Minority Affairs implements an exclusive scheme “Nai Roshni - Leadership Development of Minority Women” the scheme for Leadership Development of Minority Women with an aim to empower and instill confidence in women by providing knowledge, tools and techniques for interacting with Government systems, banks and intermediaries at all levels. The scheme is implemented through empaneled Non-Governmental Organizations (NGOs).

2 Overview of the Scheme

It is six days (five days for residential) sensitization programme followed by hand holding for a period of one year on specific Training modules designed by the Ministry covering issues exclusively for women, viz. Leadership of Women through participation in decision making, Educational Programmes for women, Health and Hygiene, Legal rights of women, Financial Literacy, Digital Literacy, Swachh Bharat, Life Skills, and Advocacy for Social and Behavioural change.

2.1 Background of the scheme

a) The status of women in the country, particularly those from the disadvantaged sections of the society, is unfavourable. A girl child suffers from discrimination even before birth and also after birth in the allocation of household resources such as food, education, access to health care and at puberty, sometimes coerced into early marriage. Most women in the rural areas suffer from double burden of carrying out less quantifiable work like cooking, fetching water, sending children to school along with agriculture labour, feeding cattle, milking cows, etc., while the men folk perform defined activities like selling milk and grains produced by the household. Women in the minority communities fare badly too. They are not just a minority, but the 'marginalized majority' and are sidelined in decision making in the family, and usually cut off from full involvement in the workings of the community and form an equal share in the rewards from social institutions.

Empowerment of women per se is not only essential for equity, but also constitutes a critical element in our fight for poverty reduction, economic growth and strengthening of civil society. Women and children are always the worst sufferers in a poverty stricken family and need support. Empowering women, especially mothers, is even more important as it is in homes that she nourishes, nurture and moulds the character of her offspring.

A report of the High Level Committee on the social, economic and educational status of the Muslim community of India (popularly known as the Sachar Committee Report) had highlighted the fact that India's largest minority group, the Muslim, have been left out of the development trajectory and within this group Muslim women are doubly disadvantaged.

Keeping this in view, the Ministry of Minority Affairs formulated the scheme in 2011-12 and named it as “Nai Roshni- The Scheme for Leadership Development of Minority Women”. The implementation of the Scheme started in 2012-13.

Based on experience in the first year of implementation, it was felt to bring in certain modifications to ensure its reach to the target groups and effective implementation at ground level, and therefore an appraisal was made by the Standing Finance Committee in on 6th March 2013 and the scheme was implemented during 12th Five Year Plan. Now the scheme is to be implemented

during the balance period of 14th Finance Commission i.e. from 2017-18 to 2019-20. The scheme shall be implemented as detailed in succeeding paragraphs.

b) Not applicable.

c) Year of Commencement – 2012-13

d) The scheme is operational upto 2019-20 in 27 States/UTS.

e & f) The objective of the scheme is applicable to the sustainable development goals and national development plans.

2.2 Budgetary Allocation and expenditure pattern of the scheme

(Rs.in Crore)

Sub-Scheme/ component	2016-17			2017-18			2018-19			2019-20		
	BE	RE	Actual	BE	RE	Actual	BE	RE	Actual	BE	RE	Actual
Nai Roshni – Scheme	15.0	15.0	14.72	15.0	17.0	15.19	15.0	17.0	13.83	15.0	10.0	7.1

2.3 Summary of past Evaluation since inception of the scheme

Year of Evaluation	Agency hired for evaluation	Recommendations made and accepted	Recommendations made but not accepted
2016-17	National Institute for Transforming India, New Delhi - 110001	a) The experience of NGOs in training women should be given preference. b) NITI Aayog suggested including adult girls and women with educational backgrounds. c) As per their study, funding under the programme is low. The duration of the programme may also be increased from 6 days to 10 days. d) The release of 2nd and subsequent installment is delayed. [In this context, it may be mentioned that the release of 2nd installment is dependent on inspection reports of the District/State Government which is delayed most of the time.] e) Publicity of the programme may be done more. f) Information about Persons with Disabilities (PwD), Act may also be included in the training. g) Economic empowerment of women be done. h) Revision of Guidelines regarding policy of empanelment and release of funds. i) Ministry may provide some relaxation related to experience of organizations. j) Training Module should include the topic like RTI and laws of protecting interest of women.	All the recommendations are accepted, but not implemented

Note: Only major recommendations of the guidelines have been included

3. Methodology

3.1 Approach:

The data and methods will involve a review of

- National and International development goals and scheme documents, sustainable development framework document prepared by Niti Aayog;
- Financial data on allocation and expenditures of the scheme;
- Annual reports of the ministry for output and outcome assessment;
- Evaluation reports prepared NITI Aayog.
- Documents furnished by Implementing agencies;
- Scheme Guidelines and documents of other Ministries and State Government who administer similar Schemes
- Market survey of PIAs
- Based on meta-analysis and key informant (namely Ministry officials responsible for implementation of the scheme, PIAs, beneficiary minority women, district Minority welfare officers, etc. Interviews and field visits the evaluation study will provide insights into reasons for the success and failure of scheme design, institutional arrangements, etc.
- The study will also provide strategic insights into:
 - Gaps between intended and actual outcomes both due to lack of specific interventions and failure or poor outcomes of existing schemes;
 - Institutional and human resource failures and best practices;
 - Institutional provisions for monitoring and evaluation;
 - Degree of adoption of outcome-output framework;
 - Adoption of technology for effective scheme implementation;

The entire country can be divided into 6 geographical zones i.e. (i) North & Central, (ii) South, (iii) East, (iv) West, (v) North-East and (vi) the Northern Hilly States.

Sr No.	Zone	States / UTs
1	North & Central	Uttar Pradesh, Haryana, Punjab, Madhya Pradesh, Chhattisgarh, Delhi, Chandigarh
2	South	Telangana, Andhra Pradesh, Karnataka, Kerala, Tamil Nadu, Puducherry, Lakshadweep
3	East	Bihar, Orissa, Jharkhand, West Bengal, Andaman & Nicobar Islands
4	West	Rajasthan , Gujarat, Goa, Maharashtra, Daman & Diu, Dadra & Nagar Haveli
5	North East	Sikkim, Nagaland, Tripura, Arunachal Pradesh, Mizoram, Meghalaya, Manipur, Assam
6	Northern Hilly States	Uttarakhand, Jammu & Kashmir, Himachal Pradesh

States selected from each of the geographical spread of 6 zones which has been covered under Nai Roshni are as under:-

Sr No.	Zone	States / UTs Selected
1	North & Central	Uttar Pradesh and Madhya Pradesh
2	South	Telangana and Karnataka
3	East	Orissa and West Bengal
4	West	Rajasthan and Maharashtra
5	North East	Meghalaya and Assam
6	Northern Hilly States	Himachal Pradesh and Jammu & Kashmir

3.2 Sample Size and Sample Selection Process, Tools used:

The sample design for a survey must be stratified in such a way that the sample is representative of all States/UTs in which the study is being conducted. The size of the sample may be so that the costs and precision are optimally balanced. The sampling methodology will involve multi-stage, stratified and clustered features.

- From each of the selected States, 2 (two) Administrative Districts having three or more minority concentration areas namely Minority Concentration District Headquarters (MCD Hqs), Minority Concentration Block (MCB) and Minority Concentration Town (MCT) will be selected (except Chhattisgarh where there is only one such district). This will be done as per PMJVK Scheme of Ministry of Minority Affairs.
- Out of each of such Administrative Districts, 3 (three) minority concentration areas will be chosen preferably one MCD Hqs, one MCB and one MCT. In case of non-availability of all three categories of MCAs, any two or one category of MCAs will be taken.
- The Evaluating Agency may also conduct Focused Group Discussions (FGDs) to gather the feedback of beneficiary students under the three categories.
- The FGD would comprise of minimum five to ten respondents based on the category of the beneficiary target group. It would be endeavored to conduct at least two FGDs in each of the PIAs depending on the category of the target group.
- The State-wise distribution of the sample size for the sample States may be made based on the distribution of the beneficiaries across such States.

b Mechanisms to ensure Data Quality

A multi-pronged robust process for quality control needs to be followed during data collection. The following aspects need to be considered:

- i. The field investigators to be engaged for conducting the household study & key informant interviews FGDs should have at least 3 years of

experience in conducting similar surveys interviews. 2-steo training (classroom and then on-the-field training) should be conducted for all field investigators.

- ii. It is recommended that pilots should be conducted on at least 2% of the sample size for both Key Informant Interviews as well as Household surveys to fine tune the inquiry tools. A brief on the learnings from such a pilot exercise and subsequent improvements in the tools questionnaires should also be shared with NITI Aayog.
- iii. 100% data collected should be validated using a validation checklist. Missing data points should be recollected.
- iv. In case of household survey, at least 50% data should also be telephonically verified and if not verified via phone, back checks should be undertaken to ensure 50% data verification.
- v. Use of mobile-based real-time data collection and validation tools should be done to ensure efficiency and accuracy in data collection.

4. Objective of the study

4.1 Performance of the scheme based on output/outcome indicators

The details of physical and financial achievement are given as under:

Year	BE (in Crores)	RE (In Crores)	Expenditure (In Crores)	Physical Target	Achievement
2012-13	15.0	12.80	10.45	40,000	36,950
2013-14	15.0	14.74	11.96	40,000	60,875
2014-15	14.0	14.00	14.0	40,000	71,075
2015-16	15.0	15.00	14.99	40,000	58,725
2016-17	15.0	15.00	14.72	40,000	69,125
2017-18	15.0	17.00	15.19	50,000	47,475
2018-19	15.0	17.00	13.83	50,000	50,600
2019-20	15.0	10.0	7.1	50,000	6,000

4.1.1 Objectives of the Evaluation Study

Evaluation Study of the scheme should cover the following

- whether the scheme in its form has been successful in achieving the intended outcome. If so, to what extent?
- The study should assess the coverage in terms of eligible beneficiaries, and their geographical coverage.
- Whether the Scheme can be made more effective by changing the design/architecture of the Scheme

- If the present architecture is effective, the study should critically examine the following aspects of the Scheme and suggest improvements, wherever warranted, to make the scheme more efficient
 - Assess whether the procedure outlined in the scheme guidelines for selection of implementing agency effective in selecting implementing agencies which can provide quality training.
 - can monitoring/ inspection mechanisms envisaged in the scheme be made more efficient?
 - whether Quantum, periodicity, time-schedule of fund release envisaged in the scheme are effective and efficient
 - whether Training modules needs to be revised with passage of time and in view of pandemic
 - Whether handholding period needs to be revised.
- Study should identify the key bottlenecks in the implementation mechanism
- The study should analyze the need to continue the scheme in their existing form, modify, scale-up, scale-down or close down the scheme. In case if they need to be modified, suggest revisions in the scheme design for the effective implementation in the future

4.1.2 Many variants of the scheme are being implemented by Central Ministries and State Governments. The study should examine other versions of the scheme and identify and highlight any scalable best practices which can be replicated in the scheme.

4.1.3 Household Survey: A selected sample of household survey shall be conducted to assess the beneficiary level impact of the scheme. However, this household survey design may be quasi quantitative in nature.

4.2 Additional Parameters

a. Coverage of Beneficiaries

The scheme is meant exclusively for the leadership development of the minority women. The information can be collected from the PIA's/NGOs by the evaluating agency.

State	District
Female	Female
Minority	Minority
Non-Minority	Non-Minority

b. Implementation Mechanism

As given in para 3.0 above

- c. Training /capacity-building of administrators: Training/workshops have been organized for PIAs to provide guidance to and resolve issues faced by the PIAs.
- d. IEC activities For mobilising the beneficiaries campaign through media by PIA has been undertaken

4.3 Gaps in achievement of outcome

- Due to non-settlement of previous accounts by some PIAs, subsequent release of funds and allocation have been affected

- Non-availability of data regarding improvement in quality of life of minority women by the programme, as no mechanism for keeping track of progress made by beneficiaries is available
- Evaluating agency may conduct a detailed study to identify other gaps in achievement of outcome.

4.4 Key Bottlenecks and challenges

- Monitoring PIAs have been one of the key challenges. Dependence on State Government Agencies for carrying out verification has adversely affected the implementation schedule of the scheme. Other bottlenecks and challenges should be identified by the evaluation

5 Listing of stakeholders to be consulted

The evaluator should provide list of stakeholders to be consulted during the RFP stage.

- a) Key informant interviews & focus group discussions
- b) Beneficiary Household surveys

6 Deliverables & Timelines

Inception report with final score, methodology and approach. This should also include findings from the meta-analysis and therefore the areas which will be further explored during Field visits.

- Mid-term report with initial findings of the study.
- Draft Final report for stakeholder consultations.

Final Report after incorporation of inputs from all the concerned stakeholders.

All the reports are required to be submitted in hard copy in triplicate and in soft copy. In addition to the reports, for further analysis in future, verifiable raw data in soft copy should also be shared with Ministry Department. This will include detailed transcriptions of key informant interviews and focus group discussions as well as raw data from household surveys in MS Excel CSV format.

Following the award of contract, the timelines expected are as follows:

Sr. No	Activity	Deadline
1	Award of contract	T
2	Inception Report	T+10 days
3	Finalization of Inception report based on comments by Ministry	T+15 days
4	Mid-term Report	T+30 days
5	Sign-of on the mid-term report based on comments by Ministry	T+35 days
6	Draft Report	T+40 days
7	Comments on Draft Report by Ministry	T+42 days
8	Sign-of on the Final Evaluation Report	T+45 days

* The bidder is required to submit a detailed timeline with an implementation schedule as a part of the projects plan.

• 7 Payment Schedule

The payment schedule linked to the specified deliverables above is given below:

Key Date No.	Description of Deliverables	Week No.	Payment
KD1	Inception Report approved by the Authority	3	20%
KD2	Mid Term Report approved by the Authority	7	30%
KD3	Draft Evaluation Report	12	30%
KD4	Final Evaluation Report approved by the Authority		20%
	Total		100%

§ Excludes the time taken by the Authority in providing its comments on the Draft Final

Report. The Consultant shall get one week for submission of the Final Evaluation Report after comments of the Authority are provided.

8 Indicative Report Structure

The final evaluation report should cover the following aspects:

- 1) Preface
- 2) Executive Summary
- 3) Overview of the scheme
 - a) Brief background about the scheme
 - i) Structure & Stakeholders
 - ii) Trends Key Drivers of intended outcomes of the scheme
 - iii) Role of Private Sector
 - iv) Contribution to economy & job creation
 - v) Inclusion
 - b) Scheme performance on key metrics
 - c) Issues & Challenges - What, How & Why?
 - d) Vision Way forward
 - e) Nature of evaluation studies and their key findings - Gaps therein
- 4) Study Objectives
- 5) Study Approach & Methodology
 - a) Overall approach
 - b) Field Study methodology
 - i) Qualitative
 - (1) Stakeholder & geographical coverage
 - (2) Tools
 - ii) Quantitative
 - (1) Sampling - Geographical coverage & respondent profile
 - (2) Sample size
 - (3) Sample selection
 - (4) Tools
- 6) Observations & Recommendations
 - a) Scheme performance - Outputs & Outcomes
 - b) Contrast actual performance of the scheme with intended performance
 - c) Key issues challenges & their root causes
 - d) Key recommendations Way Forward - These should be based on the 5 pillars of Relevance, Effectiveness, Efficiency, Equity and Sustainability at Scheme level

- i) Governance
- ii) Institutional mechanism
- iii) IEC activities & awareness generation
- iv) Convergence
- v) Fund Flow efficiency & Utilization
- vi) Capacity Building
- vii) M&E systems
- viii) Interventions in Cross-sectional areas - (a) accountability and transparency, (b) direct indirect employment generation, (c) gender mainstreaming, (d) climate change & sustainability, (e) use of IT Technology in driving efficiency and (f) stakeholder & beneficiary behavioral change

7) Conclusions

- a) Issues & challenges
- b) Scheme Way Forward

8) References

9) Appendices

Appendix 1 - Details of Key Informant Interviews and Household Survey

- a) Appendix 1a - CS Scheme wise list of stakeholders interviewed

Sr. No.	Name of CS Scheme	Date of Interaction	Name & Designation of the key informant interviewed

- b) Appendix 1b - Geography-wise sample Size covered under Household Surveys

Appendix 2 - Case Studies

The case studies should be identified using the criteria of effectiveness, efficiency, relevance, ethical soundness, scalability, sustainability and partner & community engagement and political commitment³. Kindly refer to the Chapter 1, 2 and 3 of the WHO Guidelines mentioned in the footnote for identifying and documenting best practices.

SECTION-6

STANDARD FORMS OF CONTRACT

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Note: Standard Forms of Contract i.e. Form of Contract, General Condition of Contract, Special Condition of Contract & Appendices are for the information of all bidders/consultants and will be executed by the Consultant finally selected and awarded the assignment

I (A) : FORM OF CONTRACT

(Text in brackets [] should be filled up appropriately; all notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made on this ____ day of the month of _____, 2019 between MoMA (hereinafter called the "Ministry"), of the First Part and, _____ (hereinafter called the "Consultant") of the Second Part.

WHEREAS

- (a) the Consultant, having represented to the "Ministry" that he has the required professional skills, personnel and technical resources, has offered to provide its services in response to the RFP dated _____ issued by the Ministry;
- (b) the "Ministry" has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

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

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) Disclaimer
 - (b) The General Conditions of Contract;
 - (c) The Special Conditions of Contract;
 - (d) The following Appendices:
 - ☐ Appendix A: Description of Services
 - ☐ Appendix B: Reporting Requirements
 - ☐ Appendix C: Staffing schedule
 - ☐ Appendix D: Cost Estimates
 - ☐ Appendix E: Duties of the "Ministry"
 - ☐ Appendix F: Duties of the Consultant
 - ☐ Appendix G: Mandate Form for payments through RTGS
 - ☐ Appendix H: Bank Guarantee for performance security
2. The mutual rights and obligations of the "Ministry" and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and

- (b) the "Ministry" shall make payments to the Consultant in accordance with the provisions of the Contract.

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

Signed by

In presence of
(Witnesses)

(i)

(ii)

1. For and on behalf Of MoMA

[Authorized Representative]

In presence of

2. For and on behalf of [name of Consultant]

(Witnesses)

(i)

(ii)

[Authorized Representative]

I DISCLAIMER

1. Disclaimer

- 1.1 The Selected consultant acknowledges that prior to the execution of this Agreement, the consultant has, after a complete and careful examination, made an independent evaluation of the Request for Proposal, Scope of the Project, Specifications and conditions, and all information provided by the Ministry or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Ministry makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumption, statement or information provided by it and the Consultant confirms that it shall have no claim whatsoever against the Ministry in this regard.
- 1.2 The Selected Consultant acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 1.1 above and hereby acknowledges and agrees that the Ministry shall not be liable for the same in any manner whatsoever to the Consultant, its Associates or any person claiming through or under any of them.
- 1.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 1.1 above shall not vitiate this Agreement, or render it voidable.
- 1.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 1.1 above, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Ministry to give any notice pursuant to this Clause 1.4 shall not prejudice the disclaimer of the Ministry contained in Clause 1.1 and shall not in any manner shift to the Ministry any risks assumed by the Consultant pursuant to this Agreement.
- 1.5 Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Consultant and the Ministry shall not be liable in any manner for such risks or the consequences thereof.

II. GENERAL CONDITIONS OF CONTRACT

1.0 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 “Ministry” 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) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 3.1.
- (e) “GC” means these General Conditions of Contract.
- (f) “Government” means the Government of India
- (g) “Member” means any of the entities that make up the association; and “Members” means all these entities.
- (h) “Party” means the “Ministry” or the Consultant, as the case may be, and “Parties” means both of them.
- (i) “Personnel” means professionals and support staff provided by the 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 5.2(a).
- (j) “Reimbursable expenses” means all assignment-related costs [such as travel, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

- (n) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in **Appendix-A** hereto.
- (p) “Third Party” means any person or entity other than the “Ministry”, or the Consultant.
- (q) “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 “Ministry” and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel, 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 or alter 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 field visits shall be performed to at least 13 States/Union Territories as specified in Terms of Reference (TOR) along with the desk review of the remaining States/UTs.

1.7 Ministry of the 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 “Ministry” under this Contract, including without limitation the receiving of instructions and payments from the “Ministry”. 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 “Ministry” or the Consultant may be taken or executed by the officials specified in the SC.

1.9 Taxes and Duties:

The Consultant 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 Ministry’s policy which requires that Ministry’s as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Ministry defines, for the purpose of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) “collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Ministry, designed to establish prices at artificial, non-competitive 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 Ministry:

- (a) The Ministry 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 Ministry to remedy the situation;
- (b) The Ministry 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, an Ministry-financed contract;

2.0 Performance Security

- 2.1 The Selected Consultant shall, for the performance of its obligations hereunder during the Contract Period, provide to the Ministry no later than 5 (five) days from the date of receipt of Letter of Intent, a **Demand Draft/Banker's Cheque or Fixed Deposit Receipt or Bank Guarantee** acceptable to the Ministry, as per format at **Appendix–H, drawn in favour of Ministry “DDO, Ministry of Minority Affairs” and payable at New Delhi, for a sum equivalent to 10% of the total cost of the project as “Performance Security”**.
- 2.2 In the event the selected consultant fails to provide the Performance Security within a period of 5 (Five) days from the date of receipt of Letter of Intent, it may seek extension of time for a period not exceeding 5 (five) days on payment of damages for such extended period in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day until the Performance Security is provided.
- 2.3 **Validity and release of Performance Security**
The Performance Security shall remain in force and effect for a period of 90 days from the Effective Date, and shall be released within 30 (thirty) days of expiry of the Evaluation Period or Termination, whichever is earlier, in accordance with this Contract.

3.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 3.1 **Effectiveness of Contract:** This Contract shall come into force and effect on the date (the “Effective Date”) of the signing of the contract.
- 3.2 **Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within 5 (five) days after the date of the Contract signed by the Parties, the contract shall be deemed to be terminated in terms of clause 12.2 of Part-I Section-2 of RFP.
- 3.3 **Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 3.9 hereof, this Contract shall expire 4 (four) months after the Effective Date (as per clause 3.1) unless the such period is extended on express request of the consultant giving special reasons thereof and duly accepted by the Ministry in writing for the same, with liquidated damages as specified under clause GC 10.0.
- 3.4 **Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has Ministry 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.
- 3.5 **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, can only

be made by written agreement between the Parties. Pursuant to Clause GC 8.2 hereof, 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 Ministry is required.

3.6 Force Majeure

3.6.1 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 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 3.6.3, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

3.6.2 No Breach of Contract: The failure of a Party to fulfil 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.

3.6.3 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 "Ministry", 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.

3.7 Damages for delay by the Selected Consultant

In the event that: (i) the selected consultant does not ensure fulfilment of any or all of the

Conditions Precedent set forth in Clause 2.1 within a period of 5 (five) from the date of this Contract; and (ii) the delay has not occurred as a result of breach of this Agreement by the Ministry or due to Force Majeure, the Consultant shall pay to the Ministry Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance

Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 0.5% (zero point five per cent) of the Performance Security.

3.8 Deemed Termination upon delay

Without prejudice to the provisions of Clauses 3.11.3, the Parties expressly agree that the contract shall expire at the end of such time period after the Effective Date as specified in the SC, all rights, privileges, claims and entitlements of the Selected Consultant under or arising out of this Contract shall be deemed to have been waived by, and to have ceased with the concurrence of the Selected Consultant, and the Contract shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event of expiration of such time period after the Effective Date as specified in the SC for reasons ant shall be encashed and appropriated by the Ministry as Damages thereof.

3.9 Carrying out part work at Risk & Cost of Contractor

If the consultant makes default or does not execute the work with due diligence even after a notice of in writing of 7 days in this from the 'Ministry' and does not remedy the default in complying the terms and conditions of the contract, the

'Ministry' shall have

the powers to execute the work at the risk and cost of the consultant, after determining the

work completed so far. The certificate of the 'Ministry' as to the value of work done shall

be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the consultant. Provided also that if the expenses incurred by the 'Ministry' are less than the amount payable to the consultant at

his agreement rates, the difference shall not be payable to the consultant. Any excess

expenditure incurred or to be incurred by the 'Ministry' in completing the part work /part incomplete work or the excess loss of damages suffered or may be suffered by 'Ministry'

as aforesaid after allowing such credit shall without prejudice to any other right or remedy

available to the Ministry in law or as per agreement be recovered from any money due

to the consultant on any account, and if such money is insufficient, the consultant shall be

called upon in writing and shall be liable to pay the same within 30 days. The „Ministry“

shall have the right to adjust the amount from the dues from the consultant and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of the above course adopted by the 'Ministry', the consultant shall have no

claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

3.10 Suspension: The "Ministry" 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 7 (seven) days after receipt by the Consultant of such notice of suspension.

3.11 Termination

3.11.1 By the "Ministry":

The "Ministry" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 3.11.1.1.

- 3.11.1.1 (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 3.10 hereinabove, within seven (7) days of receipt of such notice of suspension or within such further period as the “Ministry” may have subsequently approved in writing.
- (b) If the Consultant becomes 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 9 hereof.
- (d) If the Consultant, in the judgment of the “Ministry”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the “Ministry” a false statement which has a material effect on the rights, obligations or interests of the “Ministry”.
- (f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Ministry.
- (g) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) 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 CMC may decide to give one chance to the consultant to improve the quality of the services.
- (h) If, as a 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 “Ministry”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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

3.11.2 **By the Consultant:**

The Consultant may terminate this Contract, by not less than thirty (30) days written notice to the “Ministry”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 3.11.2.1

- 3.11.2.1(a) If the “Ministry” fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC-9 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as a 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 “Ministry” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC-9 hereof.

- (d) If the “Ministry” is in a 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 “Ministry” of the Consultant’s notice specifying such breach.

3.11.3 Cessation of Rights and Obligations:

Upon termination of this Contract pursuant to Clauses GC 3.2 or GC 3.11 hereof, or upon expiration of this Contract pursuant to Clause GC 3.3 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 4.3 hereof,
- (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 4.4 hereof, and
- (iv) any right which a Party may have under the Law.

3.11.4 Cessation of Services:

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 3.11.1 or GC 3.11.2 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, the Consultant shall proceed as provided by Clause GC 4.7 hereof.

3.11.5 Payment upon Termination:

Upon termination of this Contract pursuant to Clauses GC 3.11.1 or GC 3.11.2 hereof, the “Ministry” shall make the following payments to the Consultant:

- (a) If the Contract is terminated pursuant to Clause 3.11.1.1(g)& (h) or clause 3.11.2, remuneration pursuant to Clause GC7.3(h)(i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 7.3(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 3.11.1.1 (a) to (f) and clause 3.8, the consultant shall not be entitled to receive any agreed payments upon termination of the contract. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 10 of this section hereof. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

3.11.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 3.11.1.1 or in Clause GC

3.11.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 9 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

4.0 OBLIGATIONS OF THE CONSULTANT

4.1 General

4.1.1 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 "Ministry", and shall at all times support and safeguard the Ministry's legitimate interests in any dealings with Third Parties.

4.2 Conflict of Interests:

The Consultant shall hold the Ministry'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 Ministry and seek its instructions.

4.2.1 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 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.

4.2.2 Prohibition of Conflicting Activities:

The Consultant shall not engage, and shall cause 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.

4.3 Confidentiality:

Except with the prior written consent of the "Ministry", 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.

4.4 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 "Ministry" or its designated representative and/or the Ministry, 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 “Ministry” or the Ministry, if so required by the “Ministry” or the Ministry as the case may be.

4.5 Consultant’s Actions Requiring Ministry’s Prior Approval:

The Consultant shall obtain the Ministry’s prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in **Appendix-C**.
- (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 “Ministry”. Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services.

4.6 Reporting Obligations:

The Consultant shall submit to the “Ministry” the reports and documents specified in the TOR and in **Appendix-B** hereto, in the form, in the numbers and within the time periods set forth in the said **Appendix**. Final reports shall be delivered in addition to the hard copies in the manner specified in said **Appendix**.

4.7 Documents Prepared by the Consultant to be the Property of the “Ministry”:

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the “Ministry” under this Contract shall become and remain the property of the “Ministry”, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Ministry”, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Ministry and the Ministry 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 Ministry’s prior written approval to such agreements, and the “Ministry” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

5.0 CONSULTANT’S PERSONNEL

5.1 General:

The Consultant shall employ and provide such qualified and experienced as are required to carry out the Services.

5.2 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 "Ministry", his/her name is listed as well.

- (b) If required to comply with the provisions of Clause GC 4.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in **Appendix-C** may be made by the Consultant by written notice to the "Ministry", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than one week, whichever is lesser, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 7.1(b) of this Contract. Any such adjustments shall only be made with the Ministry's written approval.
- (c) If additional work is required beyond the scope of the Services specified in **Appendix-A**, the estimated periods of engagement of Key Personnel set forth in **Appendix-C** may be increased by agreement in writing between the "Ministry" and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 7.1(b) of this Contract, this will be explicitly mentioned in the agreement.

5.3 **Approval of Personnel:**

The Key Personnel listed by title as well as by name in **Appendix-C** are hereby approved by the "Ministry". In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the "Ministry" for review and approval a copy of their Curricula Vitae (CVs). If the "Ministry" does not object in writing (stating the reasons for the objection) within fifteen days (15) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Ministry".

5.4 **Removal and/or Replacement of Personnel:**

- (a) Except as the "Ministry" 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 and experience, acceptable to the Ministry.
- (b) If the "Ministry" (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 Ministry's written request specifying the grounds therefore, forthwith provide as a replacement a person with equivalent qualifications and experience acceptable to the "Ministry".
- © If the consultant replaces any of the person under clause (a & b) above the remuneration to be paid for a replacement person shall not be less than the remuneration which would have been paid to the personnel replaced.

5.5 Nodal Officer:

If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a Nodal officer, acceptable to the "Ministry", shall take charge of the performance of such Services.

6.0 OBLIGATIONS OF THE "MINISTRY"

6.1 Assistance and Exemptions:

Unless otherwise specified in the SC, the "Ministry" shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, to perform the Services (if required during execution).
- (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.
- (c) Provide to the Consultant and Personnel any such other assistance as may be specified in the SC.

6.2 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 7.1(b).

6.3 Services, Facilities and Property (inputs & facilities) of the "Ministry":

The "Ministry" shall make available to the Consultant the inputs and facilities described in **Appendix-E** at the times and in the manner specified in said **Appendix-E**.

6.4 Payment:

In consideration of the Services performed by the Consultant under this Contract, the "Ministry" shall make to the Consultant such payments and in such manner as is provided by Clause GC-7 of this section hereof.

7.0 PAYMENTS TO THE CONSULTANT

7.1 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 Ministry.
- (b) Except as may be otherwise agreed under Clause GC 3.5, payments under this Contract shall not exceed the amount specified in **Appendix-D**.
- (c) Notwithstanding Clause GC 7.1(b) hereof, if pursuant to any of the Clauses GC 5.2
(c) 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 7.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 7.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

7.2 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-5 (Special Condition -5 of contract).**
- (b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Ministry shall release the requisite payment upon acceptance of the deliverables. However, if the Ministry fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Ministry shall release the payment to the consultant without any further delay.
- (c) Final Payment: The final payment as specified in SC-5 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 "Ministry". The Services shall be deemed completed and finally accepted by the "Ministry" and the final report and final statement shall be deemed approved by the "Ministry" as satisfactory ninety
(90) calendar days after receipt of the final report and final statement
by the
"Ministry" unless the "Ministry", 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 "Ministry" 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 "Ministry" within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the

“Ministry” for reimbursement must be made within twelve (12) calendar months after receipt by the “Ministry” of a final report and a final statement approved by the “Ministry” in accordance with the above.

- (d) For the purpose of payment under Clause 7.3 (b) above, acceptance means; acceptance of the deliverables by the Ministry after submission by the consultant and the consultant has made presentation to the Ministry with / without modifications to be communicated in writing by the Ministry to the consultant.
- (e) If the deliverables submitted by the consultant are not acceptable to the Ministry, reasons for such non-acceptance should be recorded in writing; the Ministry shall not release the payment due to the consultant. This is without prejudicing the Ministry’s right to levy any liquidated damages under Clause-10. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Ministry.
- (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 Ministry to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Ministry communicated to the Consultant.
- (h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned herewith:
 - (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.
 - (iii) The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

8.0 FAIRNESS AND GOOD FAITH

8.1 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.

8.2 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-9 hereof.

9.0 SETTLEMENT OF DISPUTES

9.1 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.

9.2 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, such dispute regarding any matter under contract will be decided by the employer. The jurisdiction of the court of law will be Delhi. The language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

10.0 Liquidated Damages

- 10.1 If the Consultant fails to submit the final report within 60 Days of the date of signing of agreement set forth in Sl. No. 16 of Part-II the Section-2 (Data Sheet), unless such failure has occurred due to Force Majeure, it shall pay Damages to the Ministry for an amount equal to 1% (one percent) of total cost of the services for every week or part thereof for the delay. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause shall be without prejudice to the rights of the Ministry under this Contract, including the right of Termination thereof.
- 10.2 The amount of liquidated damages under this Contract shall not exceed 10% (ten percent) of the total value of the contract as specified in **Appendix-D**

11.0 Adherence to the time schedule is the essence of the contract and the given timelines have to be strictly followed by the Consultant.

12. 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 Contractor/Consultant shall notify the Ministry/ the Government of India of material change in their status, in particular, where any such change would performance of obligations under this Contract. impact on
- (iv) Each member/constituent of the Contractor/Consultant shall be jointly and severally liable to and responsible for all obligations towards the Ministry/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (v) The Contractor/Consultant shall at all times indemnify and keep indemnified the Ministry/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 Contractor/Consultant shall at all times indemnify and keep indemnified the Ministry/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 Contractor'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 Contractor/Consultant.
- (vii) The Contractor/Consultant shall at all times indemnify and keep indemnified the Ministry/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor/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 (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Ministry.

III. SPECIAL CONDITIONS (SC) OF CONTRACT:

S.No.	Ref. of GC clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.0	1.5	<p>The address are:</p> <p>1. "Ministry" : Attention : Facsimile :</p> <p>2. Consultant : Attention : Facsimile :</p>
2.0	1.7	<p>Lead Partner is: _____</p> <p>If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC will be inserted here. If the Consultant consists only of one entity, this Clause will be deleted from the SC.</p>
3.0	1.8	<p>The Authorized Representatives are:</p> <p>For the "Ministry": _____</p> <p>For the Consultant: _____</p>
4.0	2.1	<p>The effectiveness conditions are the following:</p> <p>Selected consultant to provide Performance Security to the Ministry within 5 (five) from the date of receipt of Letter of Intent.</p>
5.0	7.3	<p>The stage-wise payment for the Assignment will be released as under:</p> <p>(i) 20% amount of the approved cost of assignment plus applicable Tax, if any, on submission of inception report (detailed strategy/plan for conducting the evaluation, field visits, and data analysis and report submission).</p> <p>(ii) 40% amount of the approved cost of assignment plus applicable service tax, if any, towards second instalment on submission of draft acceptable report.</p> <p>(iii) Balance 40% of the approved cost of assignment plus applicable service tax, if any, towards third and final instalment on submission and acceptance of final report by Ministry.</p> <p>(iv) TDS at applicable rates will be deducted from all the stage payment.</p>

		(v) All the payments will be made by RTGS/NEFT. For transfer of due amount, the consultant shall provide requisite details in the prescribed mandate form. The consultant will furnish the Mandate Form at the time of signing of contract.
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6.0	9.3	The Arbitration proceedings shall take place in Delhi/New Delhi in India.
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Binding signature of Ministry Signed

by_____

(for and on behalf of the President of India)

Binding signature of Contractor Signed

by_____

(for and on behalf of _____ duly authorized vide Resolution

No_____ dated _____ of the Board of Directors of _____)

In the presence of
(Witnesses)

1._____

2._____

IV. APPENDICES

APPENDIX-A – DESCRIPTION OF SERVICES

Appendix-A will include the final Terms of Reference worked out by the “Ministry” and the Consultants, dates for completion of various tasks, place of performance for different tasks/ activities, specific tasks/ activities/ outcome to be reviewed, tested and approved by “Ministry”, etc.

APPENDIX-B - REPORTING REQUIREMENTS

A draft appraisal report would be submitted within of the date of signing of agreement. The major findings of the draft report should be shared with the State Implementing Agency/MoMA. Feedback from the State/Stakeholders should be taken into account by the Consultant in the final report in a substantive manner and for the record. States/Stakeholders will be required to provide written response within One week of receipt of draft report. The consultant will submit the final report within 60 days of the date of signing of agreement, after taking into account the comments of the Ministry on the draft report. Four hard copies along with soft copy of the Final Review Report shall be submitted to the Ministry within a period of four months from the date of signing of agreement.

APPENDIX C – STAFFING SCHEDULE

Appendix-C to include the agreed staffing schedule including the engagement of sub-contractors, if any.

APPENDIX-D – COST ESTIMATES

This Appendix will include the rates quoted in the Financial Proposal or the negotiated rates, whichever is applicable.

APPENDIX-E - DUTIES OF THE “MINISTRY”

This Appendix will include the list of Services and facilities to be made available to the Consultant by the “Ministry”).

APPENDIX-F - DUTIES OF CONSULTANT

This Appendix will contain details of work to be carried out by Consultant for Ministry.

APPENDIX-G – MANDATE FORM FOR PAYMENT

This Appendix will contain banks details of the consultant for payments by the Ministry.

APPENDIX-H - BANK GUARANTEE FOR PERFORMANCE SECURITY

MANDATE FORM**ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)/REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS****A. DETAIL OF ACCOUNT HOLDER:**

NAME OF THE ACCOUNT HOLDER	
COMPLETE CONTACT ADDRESS	
TELEPHONE NUMBER/FAX/EMAIL	

B. BANK ACCOUNT DETAILS :

BANK NAME	
BRANCH NAME WITH COMPLETE ADDRESS TELEPHONE NUMBER AND EMAIL	
WHETHER THE BRANCH IS RTGS ENABLED? IF YES, THEN WHAT IS THE BRANCH'S IFSC CODE	
IS THE BRANCH ALSO NEFT ENABLED?	
TYPE OF BANK ACCOUNT (SB/CURRENT/CASH CREDIT)	
COMPLETE BANK ACCOUNT NUMBER (LATEST)	
MICR CODE OF BANK	
BSR CODE OF BANK	
DATE OF EFFECT	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I would not hold the user instruction responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

Date :

Signature of Customer

Certified that the particulars furnished above are correct as per our records.

Date:

Signature of Customer

1. Please attach a photocopy of cheque along with the verification obtained from the bank.
2. In case your Branch is presently not "RTGS enabled" then upon its up-gradation to "RTGS Enabled" branch. Please submit the information again in the above proforma to the Department at earliest.

APPENDIX-H

BANK GUARANTEE FOR PERFORMANCE SECURITY (Refer clause 2.1 of GC of the Contract)

The Secretary
Ministry of Minority Affairs,
Government of India

WHEREAS:

- (A)(the “**Consultant**”) and the Secretary, Ministry of Minority Affairs, Government of India (the “**Ministry**”) have entered into a Contract dated(the “**Contract**”) whereby the Ministry has agreed to the Consultant Conducting Impact and Evaluation Study of the Central Sector Scheme- _____ Belonging to Six Notified Minority Communities, subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Consultant to furnish a Performance Security to the Ministry in a sum of Rs. (Rupees) (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Contract Period (as defined in the Agreement) and for a period of 90 days beyond 4 (four) months from the Effective Date(as defined in the Agreement).
- (C) We, through our Branch at (the “**Bank**”) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Ministry upon occurrence of any failure or default in the due and faithful performance of all or any of the Consultant’s obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Consultant, such sum or sums up to an aggregate sum of the Guarantee Amount as the Ministry shall claim, without the Ministry being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Ministry, under the hand of an Officer not below the rank of Deputy Secretary to the Ministry that the Consultant has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Ministry shall be the sole judge as to whether the Consultant is in default in due and faithful performance of its obligations during the Guarantee Period under the Agreement and its decision that the Consultant is in default shall be final, and binding on

the Bank, notwithstanding any differences between the Ministry and the Consultant, or any dispute between them pending before any court, tribunal, arbitrators or any other Ministry or body, or by the discharge of the Consultant for any reason whatsoever.

3. In order to give effect to this Guarantee, the Ministry shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Consultant and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Ministry to proceed against the Consultant before presenting to the Bank its demand under this Guarantee.
5. The Ministry shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Consultant contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Ministry against the Consultant, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Ministry, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Ministry of the liberty with reference to the matters aforesaid or by reason of time being given to the Consultant or any other forbearance, indulgence, act or omission on the part of the Ministry or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Ministry in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Consultant under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until the compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the Ministry on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of the Guarantee Period, all rights of the Ministry under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security shall cease to be in force and effect upon the expiry of the Guarantee Period. Upon request made by the Consultant for release of the Performance Security along with the particulars required to satisfy the expiry of Guarantee Period, the Ministry shall release the Performance Security forthwith.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Ministry in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Ministry that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force during the Guarantee Period pursuant to the provisions of the Agreement

Signed and sealed thisday of, 20at

SIGNED, SEALED AND
DELIVERED

For and on behalf of
the BANK by:

(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.