



Government of Himachal Pradesh
HP State Rural Livelihood Mission
Department of Rural Development

RFP Reference No: NRLM -10-2023-24 /RDD/FNHW

Request for Proposal
For
Hiring Agencies for the Impact Evaluation of the FNHW interventions in immersion sites under Himachal Pradesh State Rural Livelihood Mission

Issued by:

HP State Rural Livelihood Mission
Durga Complex 1st - 2nd Floor,
Opp. India Post, Kasumpti Shimla-171009
Contact No: 0177 - 2629900/2626400
E-mail:- nrlmhp@gmail.com Web: <https://himaajeevika.com>



Government of Himachal Pradesh
HP State Rural Livelihood Mission
Department of Rural Development

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Government of Himachal Pradesh
HP State Rural Livelihood Mission
Department of Rural Development

To

1. Ipsos Research Private Limited
2. IPE Global Limited
3. Sambodhi Research and Communications Private Limited

1. This Letter of Invitation has been addressed to the Consultants listed below-

1. Ipsos Research Private Limited
2. IPE Global Limited
3. Sambodhi Research and Communications Private Limited

RFP Reference No: NRLM -10-2023-24 /RDD/FNHW

Subject: - Request for Proposal for Hiring Agencies for the Impact Evaluation of the FNHW interventions in immersion sites under HP State Rural Livelihood Mission.

2. HP State Rural Livelihood Mission invites Bids under two bid basis i.e. Technical Bid and Financial Bid from reputed and experienced agencies from the Niti Aayog Category A Agencies panel set up by Ministry of Rural development, Govt of India *for providing* consultancy services for the Impact Evaluation of the FNHW interventions in immersion sites under HP State Rural Livelihoods Mission.
3. It is not permissible to transfer this invitation to any other firm.
4. Please inform us by 28/06/2024 in writing to the undersigned

To

Chief Executive Officer
HP State Rural Livelihood Mission
Department of Rural Development
Tel: - 0177 - 2629900/2626400
Web: <https://himaajeevika.com>

5. (a) That you have received the Letter of Invitation; and
6. (b) Whether you intend to submit a proposal

The interested bidders should submit their bids through Email to the following Email ID :- nrlmhp@gmail.com by addressing to :- *The Chief Executive Officer, HP State Rural Livelihood Mission, Department of Rural Development Opp. India Post, Kasumpti Shimla-171009* on or before **5th July 2024 till 3:00 PM**

HP State Rural Livelihood Mission reserves the right to cancel the bid at any time or amend / withdraw any of the terms and conditions contained in the Bid Document without assigning any reason thereof.

Yours Faithfully,

**Dy. Chief Executive Officer
HP State Rural Livelihood Mission
Department of Rural Development
Tel: - 0177 - 2629900/2626400
Web: <https://himaajeevika.com>**

II. INSTRUCTIONS TO BIDDERS

1. **Cost of Bid:** The bidder shall bear all costs associated with the preparation and submission of bid and CEO, HPSRLMS in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
2. The bidder is expected to examine all instructions, forms, terms and conditions in the RFP document. Failure to furnish all information required by the RFP document or submission of a tender not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of the bid.
3. The bidder shall not make or cause to be made by any alteration, erasure or obliteration to the text of the RFP document.
4. The bidder shall be a Single Entity

5. Preparation of Bids:-

- (a) **Language:** .In case any accompanying documents are in other languages, it shall be accompanied by an English Translation. The English version shall prevail in matters of interpretation.
- (b) **Form of Bid:** The form of bid shall be completed in all respects and duly signed and stamped authorized by the representative of the Bidder. Relevant power of attorney for signing the bid should be attached.
- (c) **Currencies of Bid and Payment:** The bidder shall submit his financial bid in Indian Rupees and payment under this contract will be made in Indian Rupees.

6. Clarifications by Bidders :-

Bidders requiring any clarification on the RFP document may contact Procurement Division of the SMD, HPSRLMS in writing by-email/post/courier within such date as specified in the Schedule of Bidding Process set out in Clause 16- Schedule of Bidding Process.

All correspondence for clarifications should be submitted as per the format attached at 'Annexure-A' by email: nrlmhp@gmail.com. CEO, HPSRLM shall endeavor to respond to the queries raised or clarifications sought by the Bidders. However, CEO, HPSRLM reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause shall be construed, taken or read as compelling or requiring CEO, HPSRLM to respond to any query or to provide any clarification.

At any time prior to the Bid due date, CEO, HPSRLM may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder(s), modify the RFP document by way of issue of Addendum/ Corrigendum/ Clarifications. Any Addendum/ Corrigendum/Clarifications thus issued shall be shared with all bidders by email and shall be binding on Bidders and shall form part of the RFP document.

7. **Pre-Proposal Meeting:-**

To clarify and discuss issues with respect to the Project and the RFP Document, a Pre-Proposal meeting (“Pre-Proposal Meeting”) will be held as per the details provided in Clause 16- Schedule of Bidding Process. **This will be via a VC, details of which would be shared nearer the time of the VC.**

Prior to the Pre-Proposal meeting, the Bidders may submit a list of queries and proposed suggestions in the word format as per ‘**Annexure-A**’, if any, to the RFP requirements. The Bidders may note that CEO, HPSRLMS will not entertain any deviations to the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection. The Bidders’ representatives attending the Proposal opening shall bring an authorization letter from the Bidder.

In case of any change in the schedule of Pre-Proposal Meeting, the same will be communicated to Bidders through email and/or by posting on the website nrlmhp@gmail.com. The Attendance of the Bidders at the Pre-Proposal Meeting is not mandatory. CEO, HPSRLM will endeavor to respond to all queries received by the scheduled date as per clause 16 from all Bidders, irrespective of attendance of the Bidder in the Pre- Proposal Meeting.

No interpretation, revision, or other communication from CEO, HPSRLM regarding this solicitation is valid unless in writing. CEO, HPSRLM may choose to send to all Bidders whose Proposals are under consideration, in writing or by any standard electronic means such as Mail or by uploading on website(s) of responses, including a description of the enquiry but without identifying its source to all the Bidders.

8. **Format and Signing of Bid :-**

The documents comprising the bid shall be typed and all pages of the bid shall be signed by a person duly authorized to sign on behalf of the bidder. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by CEO, HPSRLM or are necessary to correct errors made by the bidder, in which case such corrections shall be initiated/signed by the person signing the bid. **The bids should be properly typed, numbered, signed and scanned so that they are clear. Any unclear/illegible pages/evidence if found would not be considered or scored.**

9. Submission of Bids:-

The bidder shall submit their offer under two bid basis i.e. Technical and Financial Bid, complete in all respects, in separate files via email:- nrlmhp@gmail.com. The Technical Bid should be clearly named as '**Technical Proposal {Name of Bidder}**' and should not contain any financial information. **If any financial information is found in the Technical Proposal, the bidder would be disqualified.** The Financial Bid should be clearly named as '**Financial Proposal {Name of Bidder}**' and should be password protected. If the file is not password protected, the bidder would be disqualified. **Please note the total attachment size should not exceed 50 MB.** The bidders should not send any bids by hand/ courier etc. These would not be accepted.

10. Validity of Bid: The bid must remain valid and open for acceptance for a period of 120 days from date opening Bid.

11. Late and Delayed Bids:

The Bids must be received not later than the date and time stipulated in the RFP document. CEO, HPSRLM may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of CEO, HPSRLM and the bidder will be the same. Please try and send your bids by **email** well before the deadline keeping in mind any network/technical issues. **Proposals not received by the deadline will be disqualified and will not be considered for evaluations.**

12. Opening and Evaluation of Technical Bid

The Technical Bids will be opened in the presence of the bidders' representatives, **via a VC or face to face**, who choose to attend at the appointed place and time.

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

The Technical Bids will be evaluated based on eligibility criteria and only those Bidders whose Technical Proposals get as core of **75 (seventy five) marks** or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score(St).

13. Opening of Financial Bid and Final Evaluation

The Financial Bids of the technically qualified bidders shall be opened in the presence of such bidders' representatives who choose to attend (via VC).

The bidders will be asked to share the password for their financial bid document over the VC (or by email if they are unable to attend) on the day of the public opening.

The selection of the bidder shall be based on QCBS method in which weight age of Technical score shall be 75% and weight age of Financial score shall be 25%.

The lowest quoted Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The financial scores of other Proposals will be computed as follows:

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

(F=amount of Financial Proposal)

Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores as follows:

$$S=St \times 75\% + Sf \times 25\%$$

The Bidder having the highest combined score shall be the successful Bidder.

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

CEO, HPSRLM is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing terminate the tendering process. CEO, HPSRLM may terminate the contract/ cancel the LOA if it is found that the bidder is blacklisted on previous occasions by any of the central/ state government ministry/ department/ institutions/ local bodies/ municipalities/ PSUs, etc.

CEO, HPSRLM may also terminate the contract/cancel the LOA in the event the Successful Bidder fails to furnish the performance security or fails to execute the agreement.

15. Award of Contract

CEO, HPSRLM will award the contract to the Successful Bidder to perform the contract satisfactorily as per the terms and conditions incorporated in the RFP document. CEO, HPSRLM will communicate the Successful Bidder by Mail confirmed by letter transmitted by registered/ speed post that his bid has been accepted. This letter (here in after and in the condition of contract called the "Letter of Award") shall prescribe the amount which CEO, HPSRLM will pay to the Successful Bidder in consideration of the execution of work/services by the mass prescribed in the contract.

The Successful Bidder will be required to commence the assignment at the earliest as communicated by CEO, HPSRLM in this regard.

The Successful Bidder will be required to execute the contract for the services within a Period of fifteen (15) days from the date of issue of Letter of Award.

16. Earnest Money Deposit and Performance Security :- (Not Required)**17. Schedule of Bidding Process:-**

The following key dates may be adhered to:-

S. N	Activity Description	Date
1.	Issue of RFP	24th June 2024
2.	Last date for submission of queries	5th July 2024 till 4:00 PM
3.	Pre-proposal meeting via VC	6th July 2024 at 11:00 A.M (Linked to be shared)
4.	HPSRLMS response to queries	9th July 2024
5.	Last Date for Submission of Bids	15th July 2024 till 3.00 P.M
6.	Date for Opening of Technical Bids (Via VC)	15th July 2024 till 4:00 PM
7.	Date for Opening of Financial Bids (Via VC)	To be informed later.

***Venue of the Pre- Proposal Meeting–VIA Video Conferencing.**

III. EVALUATION CRITERIA

S N	Criteria	Marks	Supporting Documents Required
1	<p>Experience of proposed Key Professionals*:</p> <ul style="list-style-type: none"> • Team Leader (1) ...20 Marks • Senior Expert (1).. 15 Marks • Researcher Qualitative (1) ..10 Marks • Researcher Quantitative (1)10 Marks • Field Manager (4) [5 Marks each] 20 Marks <p>Scoring Methodology:</p> <ul style="list-style-type: none"> • 50% marks will be awarded on meeting the minimum educational requirements. • 25%marks will be awarded for meeting the relevant experience requirement. • 25% marks will be awarded for relevant experience exceeding the minimum relevant experience requirement. • Refer to page 18 (last Para of TORs for requirements) 	75	CVs as per template attached–CVs needs to be customized to highlight Educational and relevant experience requirements of the RFP. Generic CVs or CVs not clearly indicating the relevant educational and relevant experience will be marked low or not scored.
2	<p>Approach and Methodology</p> <p>{ Understanding of TORs, role of proposed team in the assignment, work plan and deliverables, etc. }</p> <p>Limited Understanding–upto 10 marks</p> <p>Moderate Understanding–11 to 20 marks</p> <p>Excellent Understanding–21 to 25 marks</p>	25	Documented format and Presentation to Committee
	Total Marks	100	
	Firms/agencies with minimum qualifying marks of 75 will be shortlisted for Financial Opening.		

IV. TERMS OF REFERENCE

Terms of Reference for Impact Evaluation of the FNHW interventions in immersion sites under HP State Rural Livelihoods Mission

A. Background:

Deendayal Antyodaya Yojana — National Rural Livelihoods Mission (DAY-NRLM), is a centrally sponsored flagship programme of the Ministry of Rural Development, Government of India. It aims at eliminating rural poverty through the promotion of multiple livelihoods for each rural poor household. The program aims to reach out to around 10 crore poor households by way of mobilizing rural women into community institutions such as Self -Help Groups (SHGs) and their federations namely Village Organizations (VOs), Cluster Level Federations (CLFs), and higher-order collectives such as Producer Groups (PGs), Farmer Producer Organizations (FPOs), etc. In Himachal the DAY-NRLM has been implemented by HP State Rural Livelihoods Mission Society.

B. About HP State Rural Livelihood Mission

The HP State Rural Livelihood Mission Society (HP SRLMS) is an independent and autonomous body under Society Registration Act XXI of 1860, and established by Rural Development and Panchayati Raj Department, Government of Himachal Pradesh on **1st April 2013**. Today, HPSRLM has reached in all 12 Districts and 90 Blocks across Himachal. In every nook and corner of the state, to reach the unreachable strata of the society, to reach the marginalized and the downtrodden of the society, at least one official of HPSRLM is providing relentless service to uplift the social-economic status of the rural women of the land. At present across 300 officials are working in the Mission at different levels, i.e.; at State Level, at District Level and at Block Level. HPSRLM works with rural marginalized and downtrodden women by bringing them into Self Help Group (SHG) mode and helping them by increasing their capacity, linking them to financial mechanisms and providing various training to start a dignified and sustainable livelihood. Moreover, the health, nutrition and WASH aspects of the women are also being looked upon by the mission. At present HPSRLM has catered more than 4 lakhs women into 43 thousand SHG fold which are further federated into higher level organizations like Village Organizations (VO) and Cluster Level Federations (CLF).

C. Role of the FNHW Programme:

In 2016, the DAY-NRLM adopted the ***Dashasutra strategy***, incorporating Food, Nutrition, Health, and WASH (FNHW) as a crucial component to enhance **the Health and Nutrition status of SHG members**. The integration of FNHW activities with DAY-NRLM focuses on the promotion of behavior change and demand for quality services and is achieved through the development of state-specific operational strategies and intensive implementation in a phased manner, with a focus on the 1000-day window, anemia, diet diversity, menstrual hygiene, etc. Key areas addressed under this programme include diet diversity, mobilization for VHSND (Village Health, Sanitation, and Nutrition Days) and Anganwadi Centre Services, Menstrual Hygiene, Non-Communicable Diseases (NCDs), Toilet Usage, Hand washing Practices, Waste Management, Agri-Nutrition Linkage, Promotion of FNHW-related Enterprises, and Implementation of POSHAN Abhiyan activities. It is envisaged that these interventions.

will enhance productivity and reduce out-of-pocket expenditure on health issues. This will

lead to enhanced savings and a reduction in poverty.

FNHW Initiatives in HPSRLM

HPSRLM has initiated FNHW initiatives through the initiation of training of **Dashasutra** to SHG members in a systematic manner. In the year 2021, HPSRLM with the help NMMU & Roshani Centre has developed a **State Operational Strategy** deals with “Adolescent Health and Nutrition, Menstrual Hygiene, Anemia, Maternal Nutrition care during pregnancy, Mental Health, and psychological Support, Gender Based Violence, Importance of first 1000 days, Family Planning and its importance, SBCC and Dietary Diversification. Locally acceptable recipes for adults, promotion of Agri-Nutri Garden, Types of Farming- Nutrition sensitive, Sustainable Integrated and Mixed Farming, FNHW Enterprises, Availability of Clean Drinking water, Household Waste Disposal, Solid Liquid Waste Management, and Immersion Site Development. The training on the module has been imparted to 8 numbers of Model CLF across the state.

D. Rationale and Objectives of the study:

This FNHW (Food, Nutrition, Health, and WASH) study in immersion sites is essential for assessing the impact and effectiveness of the interventions. By focusing on diet diversity indicators for women and children, food security at the household level, and the initiation of complementary feeding, the study aims to provide valuable insights into the outcomes and progress made in these key areas along with the areas identified in the state operational strategy. Understanding the baseline situation and measuring the changes at the end line will help identify gaps, strengths, and areas for improvement, enabling evidence-based decision-making for future interventions.

Objectives:

1. To Assess the Baseline Situation:

Providing a comprehensive understanding of the current diet diversity indicators for women and children, the level of food security at the household level, and the practices related to the initiation of complementary feeding. This assessment will provide a clear understanding of the starting point and identify the specific challenges and needs in these areas. Progress under other indicators as per the state operational strategy will also be documented and monitored over a period of time.

2. To Measure the Impact of Intervention:

By comparing the baseline data at the beginning and end-line data **after 2 years**, the study will help determine the effectiveness of the intervention and measure the progress achieved in improving diet diversity indicators, enhancing food security, and promoting appropriate complementary feeding practices along with the other indicators as per the state operational strategy.

3. To Identify Barriers and Success Factors:

- Identifying the barriers and success factors influencing diet diversity, food security, and initiation of complementary feeding along with the other indicators as per the state operational strategy.
- Understanding the contextual factors that impact these areas will help in developing targeted strategies to overcome challenges and replicate successful approaches.

4. To Inform Policy and Interventions:

Providing insights into the specific needs and challenges of the immersion sites, guiding the formulation of strategies to enhance diet diversity, improve nutrition outcomes for women and children, and strengthen food security at the household level along with the other indicators as per the state operational strategy, developed by the HPSRLM.

E. Approach and Methodology:

The study will use a mixed method approach i.e., usage of both quantitative and qualitative methodology will be undertaken to conduct the evaluation. Quantitative techniques like time comparison (baseline over end line) and cross-sectional study are suggested to estimate the impact of the programme. The current study does not suggest the usage of an experimental control design. Qualitative techniques, such as **Focus Group Discussions (FGDs) and Key Informant Interviews (KIIs) with beneficiaries and stakeholders** will be used for gaining valuable insights into the program's impact. These methods would allow for an in-depth exploration of experiences, perceptions, and attitudes related to diet diversity indicators for women and children, food security at the household level, and initiation of complementary feeding along with the other indicators as per the state operational strategy.

F. Sampling:

The Baseline will be done in a total of 31 States. Assam is one among those. The sample size has been calculated at a block level since the block is the level of implementation and all strategies will be undertaken at a block level.

G. Sample Size:

The determination of the ideal sample size is a crucial task in a statistical sampling procedure. The indicator selected for the calculation of the sample size is the dietary score of the respondent. The sample size has been calculated imagining a 10% increase of the dietary score over 24 months within each block considering the base value at 10% and the sample has been derived using 90% CL, 70% power of the test, and 1.5 Design Effect. The sample size has been calculated using the formula,

$$N = \frac{D * [Z_{1-\alpha} \sqrt{2P^{\wedge}(1-P^{\wedge})} + Z_{1-\beta} \sqrt{P_1(1-P_1) + P_2(1-P_2)}]^2}{(P_2 - P_1)^2}$$

Where,

$Z_{1-\alpha}$ is the critical value of the Normal distribution at α

$Z_{1-\beta}$ is the critical value of the Normal distribution at β

and p_1 and p_2 are the expected sample proportions of the two groups.

$$P^{\wedge} = (P_2 + P_1)/2$$

Based on the above formula a total of 125 respondents under each category will be selected per block at 90% CL and 70% power of the test. The state sample will be representative of all immersion sites and will detect the change of indicator even by 5% points considering the baseline value at 40 to 45 percent. The following table provides the distribution of respondents at a block level.

Category of Respondents	Indicator on which measurement is decided	Expected change from Baseline to Endline	Sample per Block	Sample per CLF assuming block has 4 CLFs, and all CLFs are selected	Sample per VO assuming that 4 VOs are selected using systematic random sampling
Adolescent Girls ¹	Adolescent girls (10-19 years) with a minimum Dietary Diversity Score (%)	Increase by 10%	125	31	8
Pregnant Women	Pregnant women with a Minimum Dietary Diversity Score (%)	Increase by 10%	125	31	8
Mothers of Children under 2 years	Mothers of children under two with a minimum Dietary Diversity Score (%)	Increase by 10%	125	31	8
Children under 2	Initiation of Complementary Feeding (%)	Increase by 10%	125	31	8

In order to reach the target respondents in each VO, a house listing is ideally required. However, this is a time-consuming process. In order to save time, we propose not to use the house listing exercise but to use a cluster sampling approach which is a WHO approved scientific sampling procedure. This approach will require the enumerator to select a cluster of 100 households in a VO and using a random start visit all the households using a right-hand rule and select 8 respondents in the specified category.

The sample distribution is given in the table below-

State	Total blocks proposed for immersion sites (AAP 2023-24)	Sample Blocks	Sample under each category	Sample per Block	Sample per CLF assuming block has 4 CLFs and all CLFs are selected	Sample per VO assuming that 4 VOs are selected randomly
HP	24	3	375	125	31	8

In addition to the quantitative interviews, the following qualitative interviews are proposed.

S. No	Respondents	Research Tool (Qualitative)	Number
1	SHG women (non-office bearers & non-CRP members) &, Pregnant Women, and Mothers of Children under 2 years of age	Focus Group Discussions	1 FGD per block
2	FNHW CRP, Social Action Committee Members, Office Bearers, ASHA, AWW, GP President	Focus Group Discussions	1 FGD per block
3	State, District, and Block level Staff	Key Informant Interviews (KIIs)	State - 1, District - 2, Block - 4

Note: Focus Group Discussions should be done with at least 15 participants at the Village level.

H. Study Instruments:

The following are the study instruments that would be used for collecting the primary data from different respondents:

S. No	Study instruments	Type of data collection
1	Adolescent Girls	Quantitative data
2	Pregnant Women	Quantitative data
3	Mothers of Children under 2 years	Quantitative data
4	Children under 2	Quantitative data
5	SHG women (non-OB & non-CRP members), Pregnant Women, and Mothers of Children under 2 years	FGD Guideline
6	Functionaries	FGD Guideline
7	State, District, and Block Officials	In-depth Interview Guideline

I. Evaluation Team

The responsibilities of the agency would include, but are not limited to:

- Hiring, training, and deployment of field surveyors, supervisors, monitors, and field executives for the survey
- Optimizing survey team structure to ensure the highest quality data collection within budget
- Provide an inception report detailing the implementation plan for the study
- Develop, pre-test, and finalize research tools in consultation with SRLM
- Translate research tools into local languages
- Provide oversight and management control to ensure adherence to protocols
- Excellent data quality
- Provide a mechanism for regular relay of field data transfer, including reports
- Commenting on data quality
- Develop codebooks for the dataset
- Prepare data tables as per the approved analysis plan
- Present top-line findings highlighting key findings

- Prepare report as per approved chapterization plan
- Submit a final detailed report and presentation with findings and outlining the survey process, relevant survey statistics, and a section commenting on the quality of the data
- Liaise with key stakeholders of the program to ensure full cooperation from relevant agencies/ bodies undertaking the survey

J. Team Profile

S. No	Name & Designation	Educational Requirements	Relevant Experience Requirement
1	Team Leader (1)	Masters in Public Health/ Management/ Social work/Development Studies or any other relevant field	<ol style="list-style-type: none"> 1. Minimum 10 years of experience in handling large scale socio-economic household surveys and qualitative surveys in the Health/Rural Development Sector. 2. Proven record in undertaking similar CAPI assignments for reputed clients. 3. Profound knowledge and experience in working with government systems, schemes, and programmers' of rural development, local governments, and the Self-Help Group network.
2	Senior Expert (1)	Masters in Economics/ Management/ Rural Management/ Social Work/Public Health	<ol style="list-style-type: none"> 1. Minimum 7 years of experience in handling quantitative and qualitative evaluation in socio-economic household surveys in the Health/Rural development Sector. 2. Proven record in undertaking similar CAPI assignments for reputed clients. 3. Experience with large-scale health surveys like NFHS
3	Researcher Qualitative (1)	Masters in Management/ Social Work/Economics	<ol style="list-style-type: none"> 1. Minimum 7 years of experience in qualitative evaluation of large household level surveys in the Health/Rural development Sector. 2. Knowledge of Qualitative Software
4	Researcher Quantitative (1)	Masters in Statistics/ Econometrics/ Mathematics	<ol style="list-style-type: none"> 1. Minimum experience of 7 years in working with large household level surveys and qualitative surveys data analysis. 2. Knowledge of Statistical Software 3. Experience in the analysis of Health Data Analysis.
5	Field Manager (4)	Graduate in any discipline	Minimum Three (3) years of experience in data collection the field of household level surveys and qualitative surveys.

3. SRLM Team

The State Programme Manager (SPM) SISD will be nodal at the State level and District

Mission Manager at the selected Districts will be Nodal at the District level and the Block Project Managers will be the Nodal at the Block Level. The SPM will support the third-party agency in coordinating with the district and block personnel and help in problem-solving. The BPM will appoint one person (Concerned Block Coordinators) who will handhold the entire data collection process of the investigation team, such as guiding them to the place of investigation and preparing a route plan/ micro plan, etc.

4. Timelines of the study:

- Each phase of the study will be completed within Three (3) months from the date of the contract. The final report along with the complete dataset in each phase shall be submitted within the stipulated 4-month period.

Responsibility Matrix:

State Rural Livelihood Missions	Survey Agency
<ul style="list-style-type: none"> • Sub-scheme documents, guidelines, program data and reports, sampling frame. • Coordination with selected District/Block and agency about the study 	<ul style="list-style-type: none"> • Submission of the Inception report • Preparation, pretesting, and finalization of study instruments. • Translation of instruments • Final sampling of study respondents • Training the field investigators • Data collection in the field • Supervision and monitoring of field teams • Visit to the field by Professionals of the Agency • Data analysis • Report writing • Submission of key deliverables as mentioned in the ToR

5. Key Deliverables & Payment Milestones:

Payment will be made to the research agency on the basis of accomplishments of key milestones which are as below:

S.No.	Milestones	Payment Milestones	Payment breakup
1	Inception report	7 days of Contract Signing	10%
2	Preparation of study instruments	15 days of Contract Signing	20%
3	Completion of data collection and submission of top line findings, Draft Report and Presentation.	Within 75 days of Contract Signing	40%
4	Submission and approval of final report (including raw data) by HP SRLMS	Within 90 days of Contract Signing	30%
Total			100%

6. Duration of Consultancy

The duration of the Survey is Three months from the date of contract. The final report along with the complete dataset shall be submitted within the stipulated 3-month period. The table below may be used for defining the starting and ending timelines.

Activity	Timelines
Data Collection	Survey Data collection should start by 2024 and be completed by 2024.
Report Submission	Draft report should be submitted by 2024 Final report should be submitted by2024

7. Support to be provided by the SRLM

The state Mission would continuously supervise the assignment and facilitate conduct of the studies/ surveys. The Mission would facilitate sharing of information by SMMU, DMMU, and BMMUs with the survey agencies. The Mission would also ensure provision of logistic support for smooth conduct of field surveys. All relevant Mission documents, including MIS, which are not in the nature of classified documents, will be made available to the survey agency on request. The Mission M&E team will also facilitate interviews with the key staff, on prior appointment. However, the survey agency will be responsible for all study related travel including field travel and food and accommodation for the field staff throughout the contract. The survey agency should also provide regular feedback about progress and status of survey issues therein and inputs on the basis of field assessment, as and when available.

8. Ownership of data and reports

The state Mission shall be the owner of the outputs and other deliverables of the survey agency. The survey agency will have no right of claim to the assignment or its outputs. Any report/document/material produced as part of these assignments shall be deemed to be the property of the state Mission funding the assignment and the survey agency will not have any claim over such outputs and will not use or reproduce the contents of the documents without the explicit written permission of the state Mission.

Annexure-I**V. TENDER SUBMISSION LETTER**

To

The Chief Executive Officer
 HP State Rural Livelihood Mission
 Department of Rural Development
 Opp. India Post, Kasumpti Shimla-171009

Sub: Request for Proposal for Hiring Agencies for the Impact Evaluation of the FNHW interventions in immersion sites under HP State Rural Livelihood Mission.

Ref: **RFP Reference No: NRLM -10-2023-24 /RDD/FNHW**
Dated:

I/We, the undersigned, offer to provide above services to HPSRLMS. I/We are hereby submitting our bid, in a sealed envelope.

I/We, hereby declare that:

- (a) We are enclosing and submitting herewith our Bid, with the details as per the requirements of the tender, for your evaluation and consideration.
- (b) I/We have read carefully the terms and conditions of tender document attached hereto and hereby agree to abide by the said terms and conditions.
- (c) The bids are unconditional.
- (d) I/We undertake that documents submitted are genuine/ authentic and nothing material has been concealed. I/We understand that the contract is liable to be canceled, if it is found to have been obtained, through fraudulent means/ concealment of information.
- (e) We shall make available to the HPSRLMS any additional information it may find necessary or require to clarify, supplement or authenticate the Bid.
- (f) Until a formal agreement is prepared and executed, acceptance of this tender document shall constitute a binding contract between HPSRLMS and us subject to the modifications, as may be mutually agreed to, between HPSRLMS and us.
- (g) We agree to keep this bid valid for acceptance for a period of one hundred twenty (120) days from the date of opening the bid.
- (h) We confirm that the field team proposed for this assignment is or will be not engaged in any other SRLMs creating any conflict or delays in this assignment.
- (i) We are currently engaged with **XX SRLMs** for the same study however it confirms that there is enough capacity/ resources available with us to undertake this assignment without compromising on quality or delivery, etc.

Yours faithfully,

Authorized Signatory
(With Name, Designation, Contact no. and Seal)
Note :On the Letter head of the Bidder

Annexure-II**VI. BIDDER'S AUTHORIZATION CERTIFICATE**

To

**The Chief Executive Officer
HP State Rural Livelihood Mission,
Department of Rural Development
Opp. India Post, Kasumpti Shimla-171009**

Sub: Request for Proposal for Hiring Agencies for the Impact Evaluation of the FNHW interventions in immersion sites under HP State Rural Livelihood Mission.

Ref: **RFP Reference No: NRLM -10-2023-24 /RDD/FNHW**
Dated:

Dear Madam/Sir,

I/ We {Name/ Designation} hereby declare/certify that {Name/Designation} is hereby authorized to sign relevant documents on behalf of the company/firm in dealing with Tender No. **RFP Reference No: NRLM -10-2023-24 /RDD/FNHW Dated:** He/ She is also authorized to attend meetings & submit technical & commercial information/clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/her verified signatures are as under.

Thanking you,

Name of the Bidder:-

Authorized Signatory:-

Verified Signature:-

Seal of the Organization:-

Date:-

Place:-

Note: Please attach the valid power of attorney in favor of the person signing this authorization letter.

Annexure-III

VII. PROFORMA FOR AFFIDAVIT

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

I _____ Proprietor/Director/Partner of the firm M/s. do hereby solemnly affirm that our firm M/s. _____ has never been blacklisted/ debarred by any organization/office and there has not been any work canceled against them for poor performance in the last three years reckoned from the date of invitation of Bid.

.....
Name of the Bidder

.....
Signature of the Authorized Signatory

.....
Name of the Authorized Signatory

Place: _____

Date: _____

Annexure-IV**VIII. INFORMATION BIDDER'S ORGANIZATION**

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

.....

Name of the Bidder

.....

Signature of the Authorized Signatory

.....

Name of the Authorized Signatory

Place: _____

Date: _____

Annexure V

IX. CORETEAM'S QUALIFICATIONS AND EXPERIENCE:

S.N	Name, Designation	Educational Requirements	Relevant Experience Requirement	CV attached meets minimum Educational and Work Experience requirement Yes/No
1	Team Leader (1)	Masters in Public Health/ Management/ Social work/Development Studies or any other relevant field	<ol style="list-style-type: none"> 1. Minimum 10 years of experience in handling large scale socio-economic household surveys and qualitative surveys in the Health/Rural Development Sector. 2. Proven record in undertaking similar CAPI assignments for reputed clients. 3. Profound knowledge and experience in working with government systems, schemes, and programmes of rural development, local governments, and the Self-Help Group network. 	
2	Senior Expert (1)	Masters in Economics/ Management/ Rural Management/ Social Work/Public Health	<ol style="list-style-type: none"> 1. Minimum 7 years of experience in handling quantitative and qualitative evaluation in socio-economic household surveys in the Health/Rural development Sector. 2. Proven record in undertaking similar CAPI assignments for reputed clients. 3. Experience with large-scale health surveys like NFHS 	

S.N	Name, Designation	Educational Requirements	Relevant Experience Requirement	CV attached meets minimum Educational and Work Experience requirement Yes/No
3	Researcher Qualitative (1)	Masters in Management/ Social Work/Economics.	Minimum 7 years of experience in qualitative evaluation of large household level surveys in the Health/Rural development Sector. Knowledge of Qualitative Software	
4.	Researcher Quantitative (1)	Masters in Statistics/ Econometrics/ Mathematics	Minimum experience of 7 years in working with large household level surveys and qualitative surveys data analysis. Knowledge of Statistical Software. Experience in the analysis of Health Data Analysis.	
5.	Field Manager (4)	Graduate in any discipline	Minimum Three (3) years of experience in data collection the field of household level surveys and qualitative surveys.	

CURRICULUM VITAE (CV)

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

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

Employment record relevant to the assignment: {starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references.

Past employment that is not relevant to the assignment does not need to be included. }

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

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

Experts' contact information: (e-mail....., phone)

Certification:

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

{ day/ month/year }

Name of Expert

Signature

Date

{ day/ month/year }

Name of authorized
(The same who signs the Proposal)

Signature Date Representative of the Consultant

.....

Name of the Bidder

Signature of the authorized signatory: _____

Name of the Authorized Signatory: _____

Date: _____

Place: _____

Annexure-VI

II. FINANCIAL INFORMATION OF BIDDER'S ORGANIZATION

Not Required

Annexure-VII

III. FORMAT OF FINANCIAL BID LETTER

To

**The Chief Executive Officer
HP State Rural Livelihood Mission,
Department of Rural Development
Opp. India Post, Kasumpti Shimla-171009**

Sub: Request for Proposal for Hiring Agencies for the Impact Evaluation of the FNHW interventions in immersion sites under HP State Rural Livelihood Mission.

Ref: **RFP Reference No: NRLM -10-2023-24 /RDD/FNHW
Dated:**

Dear....

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

1. We offer to provide the Services for a total fee of INRXXXXXX [Excluding GST and INRXXXXXX [Including GST] (for both the baseline and end line survey including all costs whatsoever).
2. All reimbursable cost would be payable on actual;
3. All taxes would be extra as per prevailing Government rates.

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

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

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

Dated this.....Day of 2024.

.....
Name of the Bidder

.....
Signature of the Authorized Signatory

.....
Name of the Authorized Signatory

SUMMARY OF COSTS

(Impact Evaluation of the FNHW interventions in immersion sites under HP SRLMS)

SNo	Details	Amount in INR
1.	Total Fee	
2.	Reimbursable Cost (Travel, communication Cost, documentation, etc.)	
3.	Any Other Cost	
	Sub Total in INR	
	Total GST%18%	
	Grand Total including GST	

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

.....
Name of the Bidder

.....
Signature of the Authorized Signatory

.....
Name of the Authorized Signatory

Place: _____

Break-down of summary cost

S. No	Details	Unit Cost	Total Amount in INR
i.	<i>Team Leader</i>		
ii.	<i>{add experts as per requirement}</i>		
iii.	<i>{add experts as per requirement}</i>		
iv.	...		
v.	..		
1	Total Fee		
i.	<i>Airfare</i>		
ii.	<i>Local Travel</i>		
iii.	<i>Documentation</i>		
iv.	...		
v.	...		
vi.	...		
2.	Reimbursable Cost		
i.		
3.	Any Other Cost		
Grand Total in INR			

Annexure- VIII**XII. FORMAT OF PRE- PROPOSAL QUERIES**

To

**The Chief Executive Officer
HP State Rural Livelihood Mission
Department of Rural Development
Opp. India Post, Kasumpti Shimla-171009**

Sub: Request for Proposal for Hiring Agencies for the Impact Evaluation of the FNHW interventions in immersion sites under HP State Rural Livelihood Mission.

Ref: **RFP Reference No: NRLM -10-2023-24 /RDD/FNHW** **Dated:**

Dear...

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

SN o	Clause No. and Page reference	RFP text	Query
1			
2			
...			

Yours faithfully,

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

Note:
On the Letter head of the Bidder.

Annexure IX

XIII. DRAFT FORM OF CONTRACT

CONTRACTOR CONSULTANTS SERVICES

for

RFP for Hiring of an Agency to conduct Impact Evaluation of the FNHW interventions in immersion sites under HPSRLMS.

Contract No.....

Between

HP State Rural Livelihood Mission

And

XXXXXX

LUMP SUM Contract

Dated: XXXXXXXX 2024

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I. CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made on XXXXXX2023, between **HP State Rural Livelihood Mission** (hereinafter called the “Employer”) of the First Part and, XXXXXXXXXXXXXXXX (hereinafter called the “Consultant”) of the Second Part.

WHERE AS

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

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

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

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

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

For and on behalf of **CEO, HPSRLM**

CEO, HPSRLM

For and on behalf of XXXXXXXXXXXXXXXX

Designaion:

Witness:

- 1. _____
- 2. _____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

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

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

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

Relationship between the Parties

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

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

Save and except for the “Limited Agency” created under this Agreement, Consultant agrees that it is an independent Party and that neither party is the legal representatives of the other and further, Consultant Personnel and other Third Party engaged to perform Services under this Agreement are not the employees of Employer.

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

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

Notices

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.

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

Location: The Services shall be performed mostly in Delhi and where the location of a particular task is not so specified, at such locations, as the “Employer” may approve.

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

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

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

Fraud and Corruption

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

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

Measures to be taken by the Employer

- a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate actions at its factory to the Employer to remedy the situation;
- b) The Employer may also issue sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

Effective Date for Commencement of Contract: This Contract shall come into force and effect on the date (the “Effective Date”) of the “Employer’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This Notice shall confirm that the conditions precedent and effective conditions, if any, listed in the SC have been met and/ or shall be complied within the given time.

Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period, after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) Days written notice to the other Party, declare this Contract to be null and void,

And in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

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

Expiration of Contract: Unless terminated earlier pursuant to Clause GC2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

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

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

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

Force Majeure

Definition (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of Party, is not foreseeable, is unavoidable 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.

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

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

No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far 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.

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

- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the “Employer”, shall either:
 - (i) Demobilize; or
 - (ii) Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

Termination

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

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.
- b) If the Consultant becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary.
- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- d) If the Consultant, on due investigation and in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- f) If the Consultant places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- g) If the consultant fails to provide the quality services as envisaged under this Contract. The Employer may review at its discretion if so decide to give one chance to the consultant to improve the quality of the services.
- h) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- i) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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

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

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

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

Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the “Employer”, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

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

- a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed as per the agreed scope prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h) (ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

- b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Meruit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to the client within 30 days of termination date.#

Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

General

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

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

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

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the

Consultant shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the "Employer".

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

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

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

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

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

Accounting, Inspection and Auditing:

Consultant agrees to keep full and proper records of all third party invoices and travel expenses that support charges that have been billed to Employer pursuant to this Agreement ("Records"). Any such Records shall be kept for a period of not less than twelve (12) months after the relevant transaction or, if the

Consultant/Employer relationship terminates or expires, twelve (12) months after the effective date of the termination or expiration, whichever comes first. Upon thirty (30) days prior notice to Consultant, Employer or its authorized representatives will be entitled to have such Records examined during Consultant's normal business hours, provided however, that only Records directly applicable to the Advertising Services performed pursuant to this Agreement shall be available for such examination.

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

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

- (a) Any change or addition to the Personnel listed in Appendix B
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Consultant to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.

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

Documents Prepared by the Consultant to be the Property of the "Employer": All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves the right to grant or deny any such request.

If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the "Employer"'s prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

Equipment, Vehicles and Materials Furnished by the "Employer": Equipment, vehicles and materials made available to the Consultant by the "Employer", or

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

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

4. CONSULTANTS’ PERSONNEL AND SUB-CONSULTANTS

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

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

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix B may be made by the Consultant by written notice to the “Employer”, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the “Employer’s written approval.

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

Approval of Personnel: The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix B are hereby approved by the “Employer”. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the

Consultant shall submit to the “Employer” for review and approval a copy of their Curricula Vitae (CVs).

Removal and/or Replacement of Personnel:

- (a) Except as the “CEO HPSRLM” may otherwise agree, no changes shall be made in the key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the “CEO HPSRLM” (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 CEO HPSRLM’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “CEO HPSRLM”. additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
- (c) Removal and / or Substitution/replacement of Personnel (Core Team) shall be made only with prior written approval of the CEO HPSRLM Except as the CEO HPSRLM may otherwise agree; no changes shall be made in the Personnel. Notwithstanding the above, the substitution of Personnel during Agreement execution may be considered based on the written request made by either side. However, in case of the Consultant, due to circumstances outside their reasonable control, such as resignation, death, medical incapacity; if it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement such person of equivalent or better qualifications and experience as is acceptable to the CEO HPSRLM. In cases other than resignation, death or medical incapacity, the Consultant shall give thirty (30) days’ notice to the CEO HPSRLM and provide CVs for such replacements. For any such violation a penalty of 0.50% (zero point five percent) per person per week of the quarterly payment shall be imposed and deducted from the bills submitted.

Resident Project Manager: If required by the SC, the Consultant shall ensure that at all times during the Consultant’s performance of the Services a resident project manager, acceptable to the “Employer”, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE “EMPLOYER”

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

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

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

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

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

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

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

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

“Employer” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

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

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

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

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

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

- a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 7.
- b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.
- c) **Final Payment:** The final payment as specified in SC 7 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the “Employer”. The Services shall be deemed completed and finally accepted by the “Employer” and the final report and final statement shall be deemed approved by the “Employer” as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the “Employer” unless the “Employer”, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the “Employer” has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the “Employer” within thirty (30) days after receipt by the

Consultant of notice thereof. Any such claim by the “Employer” for reimbursement must be made within twelve (12) calendar months after receipt by the “Employer” of a final report and a final statement approved by the “Employer” in accordance with the above.

- d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the Employer (if presentation is required) with / without modifications to be communicated in writing by the Employer to the Consultant.
- e) If the deliverables submitted by the consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer’s right to levy any liquidated damages under clause 9. In such a case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Employer.
- f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.
- h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man

month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on a pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

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.

Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

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.

Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed

by the Secretary of the Ministry of Rural Development. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. LIQUIDATED DAMAGES

The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

The amount of liquidated damages under this Contract shall **not exceed 2% of the total value** of the contract as specified in Appendix B.

The liquidated damages shall be applicable under following circumstances:

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

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

10. MISCELLANEOUS PROVISIONS:

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

- (vi) The Consultant shall at all times indemnify and keep indemnified the Employer/ Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.
- (vii) The Consultant shall at all times indemnify and keep indemnified the Employer/ Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

I. SPECIAL CONDITIONS OF CONTRACT

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	<p>The addresses are: {Insert address}</p> <p>Consultant :</p> <p>Attention :</p> <p>Telephone :</p> <p>Email :</p>
2	1.8	<p>The Authorized Representatives are:</p> <p>For the Employer: CEO HPSRLM For the Consultant:</p>
3	2.3	Commencement of Services:
4	2.4	<p>The time period shall be three years from the effective date. However, CEO HPSRLM management will undertake an annual review of the performance of the agency. If the performance of the agency is found unsatisfactory, the client shall terminate the contract.</p> <p>If required, the client may extend the contract beyond three months.</p>
5	3.2.2	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature.

6	3.4.1	<p>Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.</p>
7	3.4.2	<p>The insurance coverage against the risks shall be</p> <p>(a) Third Party liability insurance, with a minimum coverage up to the contract value</p>
9	1.5.2	<p>Any party may change the address for service of notice upon it, by a notice in writing one (1) week prior to such change to the other party.</p>
10	8.3	<p>The Arbitration proceedings shall take place in New Delhi, India.</p>
11	General	<p>Consultants will follow HP SRLMS working hours (Monday to Friday, 10:00 am to 5.30 pm).</p>
12		<p>All proprietary rights remain with the client.</p>
13		<p>The Consultant shall not use the data/ documents for purposes unrelated to this Contract without the prior written approval of the Client.</p>

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

APPENDIX B – COST

{Based on final financial quote of the Bidder}

APPENDIX– Performance Bank Guarantee
