



सत्यमेव जयते

NITI Aayog



DEVELOPMENT MONITORING AND EVALUATION OFFICE

Empanelment of Survey Institutions

**For Monitoring and Evaluation
of Government Programs**

No. I-34013/02/2021-DMEO

**REQUEST FOR PROPOSAL
AUGUST 2021**

Government of India

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No. I-34013/02/2021-DMEO

Government of India
NITI Aayog
Development Monitoring and Evaluation Office
Sansad Marg, New Delhi -110001

Request for Proposal (RFP)

September 8, 2021

Subject: Request for Proposal (RFP) for Empanelment of Survey Institutions for Monitoring and Evaluation of Government Programs

The Development Monitoring and Evaluation Office (DMEO), National Institution for Transforming India (NITI) Aayog, Government of India, intends to **empanel Survey Institutions** for conducting qualitative and quantitative surveys to support in the monitoring and evaluation of government programs, details of which have been provided in the RFP document.

DMEO, NITI Aayog invites proposals for this empanelment, from institutions, which have requisite experience in this field as detailed in the RFP. The salient features of the empanelment, eligibility criteria and instructions on how to apply and other details are available in the RFP document uploaded on the DMEO website (<https://dmeo.gov.in/tenders>) and Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>). Important information & tentative dates are given in section 1 of the RFP.

Interested applicants are requested to log into Central Public Procurement Portal (CPPP) and submit their RFP response online, on or before **Monday, October 18, 2021, 1100 hours**. Please note manual/offline proposals shall not be accepted. Applicants can refer to Bidders' Manual available on CPPP (<https://eprocure.gov.in/eprocure/app?page=BiddersManualKit&service=page>) for further queries.

Shri Raj Pal Singh
Senior Research Officer
Development Monitoring & Evaluation Office (DMEO)
C022, 5th floor, NITI Aayog, Sansad Marg
New Delhi, 110001
Email: dmeoeval-niti@gov.in

Disclaimer

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

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

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

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

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

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

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Empanelment and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

Glossary

Additional Costs	As in Item H of Form-2 of Appendix-III
Agreement for Empanelment	As defined in Schedule-3
Work Order for the Project	As defined in Schedule-4
Work Order Value	As defined in Clause 6.1.2 of Schedule-4
Applicable Laws	As defined in Schedule-3
Applicant	As defined in Clause 2.1.1
Associate	As defined in Clause 2.3.3
Authorized Representative	As defined in Clause 2.13.3
Authority	As defined in Clause 1.1.1
Bid Security	As defined in Clause 2.20.1
Bill of Quantity (BoQ)	As defined in Clause 2.25.5
Client Category	Category to which the Applicant's clients as listed under Eligible Assignments belong to (As defined in Clause 3.1.4)
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.3.1
CPPP	Central Public Procurement Portal
CV	Curriculum Vitae
Deliverables	As defined in Paragraph 7 of Schedule-1
Documents	As defined in Clause 2.12
Effective Date	As defined in Schedule-3 (for Empanelment) and Clause 2.1 of Schedule-4 (for Project)
Eligible Assignments	As defined in Clause 3.1.4
Empanelment	As defined in Clause 1.1.6
Empanelment Category	As defined in Clause 3.2
Final Project Report	As specified in Paragraph 7 of Schedule-1
Financial Proposal	As defined in Clause 2.25.5
Form of Agreement	Form of Agreement as in Schedule-3 (for Empanelment)

Form of Work Order	Form of Work Order as in Schedule-4 (for Project)
INR, Re, Rs.	Indian Rupee(s)
Inception Report	As specified in Paragraph 7 of Schedule-1
Revenues	Fees received from clients for professional services; In case of Academic/Research Institutions, grant-in-aid for professional services to be considered as revenues
Key Date	As defined in Paragraph 8 of Schedule-1
Key Personnel	As defined in Clause 2.1.4
Lead Member	As defined in Clause 2.1.1
LOE	Letter of Empanelment
Member	As defined in Clause 2.3.3 (a)
Official Website	As defined in Clause 1.11.2
Personnel	Persons hired by the Survey Institution or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof
Professional Personnel	As defined in Clause 2.14.6
Prohibited Practices	As defined in Clause 4.1
Project	As defined in Clause 1.1.6
Project Manager	As defined in Clause 4.6 of Schedule-3
Proposal	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clauses 1.5 and 1.8
Project RFP	Request for Proposal (RFP) for subsequent Projects as defined in Clause 1.1.6
Resident Personnel	Such persons who at the time of being so hired had their domicile inside India
RFP	As defined in Disclaimer
Selected Applicant	As defined in Clause 1.6
Selection Process	As defined in Clause 1.6
Services	Work to be performed by the Survey Institution pursuant to this Empanelment, as described in the Terms of Reference hereto
Sole Institution	As defined in Clause 2.1.1

Statement of Expenses	As defined in Note 13, Form-2 of Appendix-III
Statutory Auditor	An Auditor appointed under Applicable Laws
Subcontractor	Any entity to which the Survey Institution subcontracts any part of the Services
Support Personnel	As defined in Clause 2.14.6
Survey	As defined in Clause 1.2
Survey Institution	As defined in Clause 1.2
Survey Team	As defined in Clause 2.1.4
Team Leader	As defined in Clause 2.1.4
Technical Proposal	As defined in Clause 2.14.1
TOR	As defined in Clause 1.1.3
US\$	United States Dollar
Work Order	As defined in Clause 2.28.1
WG	As defined in Paragraph 11 of the TOR

The words and expressions beginning with capital letters and defined in this document shall unless repugnant to the context, have the meaning ascribed thereto herein.

Invitation for Proposal

1. Introduction¹

1.1 Background

- 1.1.1. The Development Monitoring and Evaluation Office (DMEO) (the “**Authority**”) was constituted in September 2015 by merging of the erstwhile Programme Evaluation Office (PEO) and the Independent Evaluation Office (IEO).
- 1.1.2. DMEO, attached Office of NITI Aayog, is the apex monitoring & evaluation (M&E) office in the country, with a mandate to drive evidence-based policy making through M&E of government policies and programmes. Since its inception in 2015, the Office aims to shift the discourse of public policy towards rigorous, data-driven, citizen-centric, and decentralized policymaking, to improve governance and facilitate the formation of a new India.
- 1.1.3. DMEO, on a regular basis, conducts impact and process evaluations of the Central Sector Schemes/Centrally Sponsored Schemes/Programmes on the request of the various implementing ministries of Government of India, Prime Minister Office (PMO), Cabinet Secretariat, Standing Committee on Finance, and also taking study suo motu. Under its monitoring activities, DMEO is focused on outcome-based monitoring of the programmes/schemes of the Government of India.
- 1.1.4. Data collection, either in the form of primary quantitative or qualitative data collection, is a pre-requisite for evaluation of any schemes/ studies as it helps to supplement and triangulate with secondary data analysis conducted on various government schemes, policies, programmes, etc. The nature and size of sample surveys varies depending upon the scope and coverage of the study. The surveys/ evaluation studies will cover both rural and urban areas based on a scientifically planned sample. In these surveys, data are proposed to be collected using prescribed questionnaires/schedules using advance IT tools like Computer Assisted Personal Interviewing (CAPI) on mini-notebook computers/tablets. This is desirable as CAPI eliminates the need for a separate data entry operation and for data editing in the field. With essential data consistency checks built into the programming, data are also likely to be of desired quality. Additionally, data can be sent to the central office on timely basis for undertaking the analysis and report writing. The responsibility of empanelled agency will be to upload the data on their central server for further processing and analysis.
- 1.1.5. In pursuance of the above, the Authority has decided to empanel qualified and eligible organizations/institutions for conducting qualitative and quantitative surveys (the “**Surveys**”), in accordance with the Terms of Reference of the empanelment specified at Schedule-1 (the “**TOR**”).
- 1.1.6. Through the empanelment of Survey Institutions (the “**Empanelment**”), DMEO intends to institutionalize a graded system of empanelment by type of surveys, sectors and states as specified in Clause 3.2. These empanelled institutions shall be invited, as per process specified in Clause 2.25, for Request for Proposals (RFPs) (the “**Project RFP**”) for conducting Survey Projects (the “**Project**”) as part of Monitoring and Evaluation (M&E) studies conducted regularly by DMEO.

¹Instructions for Applicants

Note 1: Blank spaces contain formats that are to be used by the Applicant after the RFP is issued. (Refer Appendix-IV)

Note 2: Footnotes marked - “\$” in the relevant Clauses of the RFP and Schedules are for guidance of the Applicants. In case of Appendices, the footnotes marked - “\$” or in other non-numerical characters shall be omitted by the Applicants while submitting their respective Proposals. (Refer Appendix-IV)

- 1.1.7. The aim is to have DMEO, NITI Aayog, evolve as the designated authority, empowered to empanel agencies for conducting surveys for monitoring and evaluating governmental schemes/programs for the Government of India. The Ministries/Departments and States can choose from this list of Empanelled Agencies for assigning work through contracts.

1.2 Request for Proposals

- 1.2.1. The Authority invites proposals (the “**Proposals**”) for empanelment of Survey Institutions (the “**Survey Institution**”) who shall conduct qualitative and quantitative sample surveys to support DMEO’s Monitoring and Evaluation (M&E) studies, in accordance with the TOR (collectively the “**Survey**”).

The Authority intends to empanel the Survey Institutions through an open competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the empanelment and the local conditions before submitting the Proposal by paying a visit to the Authority, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

1.4 Availability of RFP Document

The document can be downloaded from the Official Website of the Authority (<https://dmeo.gov.in/tenders>) and CPPP - Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>).

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the “**PDD**”).

1.6 Brief description of the Selection Process

The Authority has adopted a single-stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals for empanelment, comprising of technical bid to be submitted on the CPP Portal.

After the receipt of proposals, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. At the time of commissioning of a Project, a limited tender process will be carried out as specified in Clause 2.25 where proposals will be ranked according to their combined technical and financial scores, or just financial scores, as shall be specified in Project RFP. The first ranked Applicant shall be selected for negotiation (the “**Selected Applicant**”) while the second ranked Applicant will be kept in reserve.

1.7 Currency conversion rate and payment

- 1.7.1. For the purposes of technical evaluation of Applicants, Rs. 75 (Rupees seventy-five) per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the

aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

- 1.7.2. Upon empanelment and subsequent award of a Project, all payments to the Survey Institution shall be made in INR in accordance with the provisions of the Project RFP. The Survey Institution may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Survey Institution. No retainer fee shall be paid to any empanelled Survey Institution merely because such Survey Institution has been empanelled.

1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

#	Event Description	Date
1	Last date for receiving queries/clarifications	Friday, 17 September, 2021
2	Pre-Proposal Conference	Tuesday, 21 September, 2021
3	Authority response to queries	Friday, 24 September, 2021
4	Proposal Due Date or PDD	Monday, 18 October, 2021
5	Opening of Proposals	Tuesday, 19 October, 2021
6	Issue of Letter of Empanelment (LOE)	Tuesday, 2 November, 2021
7	Signing of Agreement for Empanelment	Tuesday, 9 November, 2021
8	Validity of Applications	120 days of Proposal Due Date

1.9 Pre-Proposal Queries

Prospective Applicants may address their queries to the nodal officer specified below:

Shri Raj Pal Singh
Senior Research Officer
Phone: 011 - 23096258
Email: dmeoeval-niti@gov.in

1.10 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:

Date: As specific in Clause 1.8

Time: 1500 Hrs.

Venue: To be communicated on the NITI Aayog and DMEO website

Further details regarding the Pre-proposal Conference will be updated on the official website of the Authority. Applicants may register for the same until a day prior to the Pre-proposal Conference by submitting the details of their representatives attending the pre-proposal conference at the below link:

- <https://tinyurl.com/DMEOEmpanelment>

1.11 Communications

1.11.1. All communications including the submission of Proposal should be addressed to:

Shri Raj Pal Singh
Senior Research Officer
Development Monitoring & Evaluation Office (DMEO)
C-022, 5th floor, NITI Aayog, Sansad Marg
New Delhi, 110001
Phone: 011 - 23096258
Email: dmeoeval-niti@gov.in

1.11.2. The Official Website of the Authority is: <https://dmeo.gov.in/>

Note: Please open <https://dmeo.gov.in/tenders> or CPPP - Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) to access all the posted and uploaded documents related to this RFP.

1.11.3. All communications, including submission in original form of both, Bid Security Declaration Form (as per Clause 2.20) and Power of Attorney (as per Clause 2.2.4), should have the following information, marked at the top in bold letters:

“RFP for Empanelment of Survey Institutions for Monitoring & Evaluation of Government Programs”

2. Instructions to Applicants

A. General

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this empanelment are specified in this RFP. In case an applicant institution possesses the requisite experience and capabilities required for the Empanelment, it may participate in the Selection Process either individually (the “**Sole Institution**”) or as lead member of a consortium of institutions (the “**Lead Member**”) in response to this invitation. The term applicant (the “**Applicant**”) means the Sole Institution or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2 Applicants are advised that the selection of Survey Institutions shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Section 2 (Instruction to Applicants) of the RFP. The Technical Proposal for Empanelment shall be submitted in the form at Appendix-I. Upon empanelment, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-3.

2.1.4 Professional Personnel

Upon empanelment and subsequent award of a Project, the Survey Institution shall form a multi-disciplinary team (the “**Survey Team**”) for undertaking the Project, as per the Terms of Reference laid out in the Project RFP. Provided below is an *indicative* constitution of the Survey Team for the Project consisting of key personnel (the “**Key Personnel**”) and other Professional Personnel who shall discharge their respective responsibilities as specified below. The number of Key Personnel for a particular Project and their specific responsibilities shall be outlined in the Project RFP.

S. No.	Professional Personnel	Expected Qualifications/ Experience	Length of Relevant Professional Experience	Indicative Responsibilities
Key Personnel				
1	Team Leader/Project-in-Charge (the “Team Leader”)	Master’s Degree (or equivalent) in Economics, Statistics, Econometrics, Management, Population Demographics, Developmental Studies or	10 years	<ul style="list-style-type: none"> • S/He will lead, co-ordinate and supervise the central and field team for survey and questionnaire design, conducting of the survey, and act as a focal point to the Authority throughout the duration of the Project. • S/He will be responsible for: <ul style="list-style-type: none"> ○ Overall execution of the Project from data collection

S. No.	Professional Personnel	Expected Qualifications/ Experience	Length of Relevant Professional Experience	<i>Indicative Responsibilities</i>
		related field(s). Ph.D. will be preferred.		<p>plan to data analysis, report writing and presentation</p> <ul style="list-style-type: none"> ○ Accountable leadership providing supervision and guidance, problem solving support and leading discussions with senior stakeholders ○ Project management of the project as per agreed activities, timelines and deliverables ○ Supervise framing of all activities as per the deliverables and milestones, and ensuring such deliverables & milestones are satisfactorily delivered/met ○ Communication related activities ○ Working with the client project team and stakeholders ○ Sending periodic updates, and highlighting challenges in project execution
2	Research/ Monitoring & Evaluation (M&E) Expert	Master's Degree (or equivalent) in Economics, Statistics, Econometrics, Management, Operations Research, Data Science or related field(s)	5 years	<ul style="list-style-type: none"> ● S/He will be responsible for: <ul style="list-style-type: none"> ○ Survey Design ○ Design of quantitative/qualitative tools like discussion guides for focus group discussions, agenda for in-depth interviews and household-level survey questionnaires etc ○ Sampling framework ○ Training materials ○ Data management ○ Implementation of the survey ○ Data analysis and ○ Preparation of report and presentation of findings ● S/He will define the detailed work plan, and manage the

S. No.	Professional Personnel	Expected Qualifications/ Experience	Length of Relevant Professional Experience	<i>Indicative Responsibilities</i>
				<p>performance of central and field team against the work plan.</p> <ul style="list-style-type: none"> • S/He will supervise data scrutiny and ensure high data quality standards.
3	Senior Data Analyst	<p>Master's Degree (or equivalent) in Management, Economics, Statistics, Information Technology, Computer Science or related field(s) and Undergraduate Degree (or equivalent) in Engineering, Information Technology, Computer Science or related field(s)</p>	5 years	<ul style="list-style-type: none"> • The Senior Data Analyst will provide support in developing the data collection tools and survey design and sampling plan. • S/He will be responsible for developing the data analysis plan and shall provide support in development of training material. • S/He will ensure timely data-upload, resolve data gaps, maintain accuracy and relevance of data used for the project. • S/He will analyse and shape the data to develop logical and conceptual data flow in support of the project. • S/He will provide insights and inputs on primary data, ensure data quality checks are taken up at regular intervals. • S/He will ensure data quality of the primary data collected and the use of latest analytical tools for qualitative and quantitative data analysis • S/He will also be responsible for: <ul style="list-style-type: none"> ○ Providing database support, standardization etc. ○ Reviewing and assessing application of IT for project implementation, M&E, etc. ○ Ensuring IT-based primary data collection, surveys, etc. ○ Providing analysis, insights and inputs from the survey
4	Field Manager	<p>Master's Degree (or equivalent) preferably in Economics, Statistics, Management,</p>	5 years	<ul style="list-style-type: none"> • The Field Manager shall help design and refine qualitative and quantitative primary data collection tools like discussion guides for focus group discussions, agenda for in-depth

S. No.	Professional Personnel	Expected Qualifications/ Experience	Length of Relevant Professional Experience	<i>Indicative Responsibilities</i>
		Social Sciences or related field(s)		<p>interviews and household-level survey questionnaires.</p> <ul style="list-style-type: none"> • S/He will organize and oversee the data collection and use of qualitative and quantitative survey techniques. • S/He will support documentation; and assist in various aspects of survey design, such as the sampling plan and field protocols. • S/He will train survey teams on proper sampling and interviewing techniques; and provide as-needed technical assistance; and provide quality control and technical support. • S/He will finalize contractual and logistical arrangements with local survey institution (s), if any. • S/He shall ensure the households, establishments, facilities and other survey respondents are selected properly and represent the sample. • S/He will assist Research/M&E Expert in drafting of work plan, thereby providing requisite inputs for field survey schedule. • S/He will also conduct KIIs at national/international level. • S/He will not indulge either in unethical or mal practices or use field visits for personal gain/advantages during data collection.
Other Professional Personnel				
5	Supervisor	Graduate Degree (or equivalent) preferably in Economics, Statistics or related field(s)	5 years	<ul style="list-style-type: none"> • The supervisor will supervise, monitor, and coordinate the day-to-day operations and work of field team responsible for the survey. • S/He will also conduct KIIs at State/ District level. • S/He will report the day-to-day operations of the field team

S. No.	Professional Personnel	Expected Qualifications/ Experience	Length of Relevant Professional Experience	<i>Indicative Responsibilities</i>
				<p>responsible for the survey to the Field Manager of the survey.</p> <ul style="list-style-type: none"> • S/He will conduct quality checks of conducted surveys, field inspections and compile the recorded surveys in the district and reports to the central team. • S/He will ensure that the data is uploaded at the backend post collection and is available to the Authority in real time. • S/He will not indulge either in unethical or mal practices or use field visits for personal gain/advantages during data collection.
6	Investigator	Graduate Degree (or equivalent) preferably in Economics, Statistics or related field(s)	2 years	<p>S/He will be responsible for collecting the data.</p> <ul style="list-style-type: none"> • The field investigator shall coordinate with the respondents of households / facilities / establishments and collect the requisite data, in accordance with instructions and guidelines outlined in the project. • S/He will ensure data is collected from the eligible respondents and is in the required format. S/He will compile the data collected and report the same to the supervisor. • S/He will help identify and resolve inconsistencies in interviewees' responses by means of appropriate questioning and/or explanation. • S/He will ensure data collection as per the specified time schedule. • S/He shall identify and report to supervisors, problems in obtaining valid data. • S/He will assist field supervisor on any other tasks assigned by the supervisor. • S/He will not indulge either in unethical or mal practices or use field visits for personal

S. No.	Professional Personnel	Expected Qualifications/ Experience	Length of Relevant Professional Experience	<i>Indicative Responsibilities</i>
				gain/advantages during data collection.

The Authority reserves the right to add/ modify the responsibilities of Key Personnel at the time of Request for Proposal for the Project, as per the scope and objectives of the study.

2.2 Conditions of Minimum Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation. The Conditions of Eligibility as specified in the RFP may be relaxed for a particular Applicant, if applicable, subject to furnishing of relevant and valid documents or certificates, supporting such relaxations or exemptions under Applicable Laws.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following

- (A) **Technical Capacity:** The Applicant must be a legal entity as per Applicable Laws; Individuals are not eligible to participate in this RFP. The Applicant shall have, over the past 6 (six) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments as specified in Clause 3.1.4, of which at least 3 (three) Eligible Assignments should have included household surveys and at least 2 (two) Eligible assignments should have included establishment surveys. The Applicant should not have been debarred or blacklisted by the Central Government, any State Government, a Statutory Authority, or a Public-Sector Undertaking, from participating in any assignment.
- (B) **Financial Capacity:** The Applicant shall have received a minimum revenue of Rs. 1 (one) crore per annum from professional fees during each of the 3 (three) financial years FY 2018-19, FY 2019-20 and FY 2020-21. In case audited Annual Financial Statements for FY 2020-21 are not available, the revenues from professional fees from FY 2017-18 to be considered instead of FY 2020-21. For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing advisory, consultancy or survey services to its clients. In case of Academic/Research/Not-for-Profit Institutions, grant-in-aid for professional services will be considered as revenues.
- (C) **Availability of Key Personnel:** Upon empanelment and subsequent award of the Project, the Applicant shall offer and make available all Key Personnel meeting the requirements as shall be specified in the Project RFP.
- (D) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel working on the Project must fulfil the Conditions of Eligibility specified in the Clause 2.1.4 and those specified in the Project RFP.

2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors^{2§} stating its total revenues from professional fees during each of the 3 (three) financial years i.e., FY 2018-19, FY 2019-20 and FY 2020-21 and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant. In case audited Annual Financial Statements for FY 2020-21 are not available, the revenues from professional fees from FY 2017-18 to be considered instead of FY 2020-21.

However, for the Eligible Assignments, the Applicant can also provide requisite certificate(s) from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

2.2.4 The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.

2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.2.6 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Project (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority reserves the right to take action as per the Bid Security Declaration for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.3.2 The Authority requires that the Survey Institution provides professional, objective, and impartial advice and at all times hold the Authority’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Survey Institution shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

^{2§} Please do not attach complete printed annual financial statements. In case relevant extracts of duly audited annual financial statements containing the requisite details are provided, duly countersigned by the authorised signatory, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.3.

2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated, - in the Guidance Note at Schedule-5. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) the Applicant, its consortium member (the “**Member**”) or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in subsection (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3 (a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-Clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-Clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Applicant is also a constituent of another Applicant; or
- (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Application of either or each of the other Applicant; or
- (f) there is a conflict among this and other Survey assignments of the Applicant (including its personnel and Subcontractor) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Survey Institution will depend on the circumstances of each case. While providing survey services to the Authority for a particular Project, the Survey Institution shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing survey services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide survey services for the preparation or implementation of a project, and its

Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or

- (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-Clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-Clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 2.3.4 An Applicant eventually appointed to provide survey services for a Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment; provided further that this restriction shall not apply to survey services performed for the Authority in continuation of the Project or to any subsequent survey services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Survey Institution shall include a partner within the Survey Institution or a person who holds more than 5% (five per cent) of the subscribed and paid-up share capital of the Survey Institution, as the case may be, and any Associate thereof.

2.4 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Empanelment. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Verification of information

Applicants are encouraged to submit their respective Proposals after verification of the documents, reference materials, etc. within the purview of this RFP and the Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant

2.7.1 It shall be deemed **that by submitting the Proposal, the Applicant has:**

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority; or relating to any of the matters referred to in Clause 2.6 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified/rejected.

B. Documents

2.9 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum/Amendment issued in accordance with Clause 2.11:

Request for Proposal

1. Introduction
2. Instructions to Applicants
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Pre-Proposal Conference
6. Miscellaneous

Schedules

- 1. Terms of Reference**
- 2. Letter of Empanelment**
- 3. Form of Agreement for Empanelment**

Annex-1: Terms of Reference of Empanelment

- 4. Work Order for the Project**

Annex-1: Terms of Reference of the Project

Annex-2: Deployment of Personnel

Annex-3: Estimate of Personnel Costs

Annex-4: Cost of Services

Annex-5: Payment Schedule

Annex-6: Bank Guarantee for Performance Security

Annex-7: Approved Subcontractor(s)

- 5. Guidance Note on Conflict of Interest**

Appendices

Appendix-I: Technical Proposal for Empanelment

Form-1: Letter of Proposal for Empanelment

Form-2: Particulars of the Applicant

Form-3: Statement of Legal Capacity

Form-4: Power of Attorney

Form-5: Financial Capacity of Applicant

Form-6: Particulars of Key Personnel

Form-7: Institution's Survey Capabilities and Mechanisms for Data Quality Assurance

Form-8: Abstract of Eligible Assignments of Applicant

Form-9: Details of Applicant's Own Field Offices

Form-10: Bid Security Declaration Form

Appendix-II: Technical Proposal for Project

Form-1: Letter of Proposal for Project

Form-2: Particulars of Key Personnel

Form-3: Curriculum Vitae (CV) of Key Personnel

Form-4: Deployment of Personnel

Form-5: Other Implementation Support Team Members

Form-6: Proposed Methodology and Work Plan for the Project

Form-7: Proposal for Subcontractor(s)

Appendix-III: Financial Proposal

Form-1: Covering Letter

Form-2: Financial Proposal

Form-3: Estimate of Personnel Costs

Appendix-IV: List of Bid-Specific Provisions

2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFP may submit their queries online to the Authority through CPP portal <https://eprocure.gov.in/eprocure/app> by logging in through their registered email ID before the date mentioned in the Schedule of Selection Process at Clause 1.8.

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The Authority will post the reply to all such queries on the Official Website/CPP portal without identifying the source of queries.

2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/Amendment and posting it on the Official Website.

2.11.2 All such amendments shall be posted on the CPP portal <https://eprocure.gov.in/eprocure/app> along with the revised RFP containing the amendments and will be binding on all Applicants.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date³§.

C. Preparation and Submission of Proposal

2.12 Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Applicant shall submit its bid in the electronic form on or before the date and time as mentioned in the Schedule of Selection Process at Clause 1.8.

2.13.3 Bids along with all the scanned copies of the document should be submitted in the electronic form only through CPPP e-tendering system as mentioned above. Before the bid documents are uploaded, all attached documents should be signed using digitally signatures issued by the authorised representative (the “**Authorised Representative**”) as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or

³§ While extending the Proposal Due Date on account of an addendum, the Authority shall have due regard for the time required by Applicants to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Proposal Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

- (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- (d) by the Authorised Representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form-4) shall be uploaded alongwith the Proposal.

2.13.4 The following documents shall be sent separately to the Authority in original through Speed Post/Registered Post or delivered by hand to the person specified in the Clause 1.11.1 in a sealed envelope on or before the Proposal Due Date, failing which the Proposal shall be rejected:

- (a) Power of Attorney as required under Clause 2.13.3; and
- (b) Bid Security Declaration Form as required under Clause 2.20

The envelope specified in this Clause 2.13.4 shall clearly bear the following identification:

“RFP for Empanelment of Survey Institutions for Monitoring & Evaluation of Government Programs”

If this envelope is not sealed and marked as instructed above, NITI Aayog assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any suffered by the bidder.

Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents uploaded on the CPP portal by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.24.

2.14 Technical Proposal for Empanelment

2.14.1 Applicants shall submit the technical proposal online in the formats at Appendix-I (the **“Technical Proposal for Empanelment”**).

2.14.2 While submitting the Technical Proposal for Empanelment, the Applicant shall, in particular, ensure that:

- (a) The Bid Security Declaration is provided;
- (b) all scanned copies of the forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (c) Power of Attorney, if applicable, is executed as per Applicable Laws; and
- (d) the proposal is responsive in terms of Clause 2.22.3.

The particulars of the Personnel alongwith a copy of the CV and their deployment details shall be requested at the Request for Proposals (RFP) stage of the Project.

- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.4 Upon empanelment and subsequent award of the Project, if an individual Key Personnel makes a false averment regarding his/her qualification, experience or other particulars, or his/her commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, s/he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of the Project to the Applicant may also be liable to cancellation in such an event.
- 2.14.5 The Technical Proposal for Empanelment shall not include any financial information relating to the Technical Proposal or Financial Proposal of the Project.
- 2.14.6 The proposed team shall be composed of experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the Survey Institution should be able to complete the Project within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of the Project. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-3 of Appendix-II.
- 2.14.7 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.14.8 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet empanelled or appointed as the selected Survey Institution either by issue of the LOE or entering into of the Agreement, and if the Selected Applicant has already been issued the LOE or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Survey Institution, as the case may be.
- In such an event, the Authority reserves the right to take action as per the Bid Security Declaration for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.
- 2.14.9 Upon empanelment and subsequent award of the Project, an Applicant may, if it considers necessary, propose suitable Subcontractors in specific areas of expertise. Credentials of such Subcontractors should be submitted in Form-7 of Appendix-II. A Subcontractor, however, shall not be a substitute for any Key Personnel.

2.15 Financial Proposal

2.15.1 No Financial Proposals are being sought for empanelment. The same shall be invited at the time of Request-for-Proposal of a Project as specified in Clause 2.25.

2.16 Submission of Proposal

2.16.1 The Applicants shall submit electronically the Proposal with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be digitally signed by the Authorised Representative of the Applicant as per the terms of the RFP. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

2.16.2 The proposal shall need to be submitted online on the CPP Portal itself; manual/offline bids shall not be accepted under any circumstances. Also, the Applicant shall have to separately send Bid Security Declaration and Power of Attorney in original hard copy to the Authority as specified in the Clause 2.13.4.

2.16.3 The Technical Proposal for Empanelment must be submitted online in its folder marked “**Technical Proposal**”. The folder marked —Technical Proposal shall contain:

- (i) Application in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 9 of Appendix-I and supporting documents; and
- (ii) Scanned copy of Bid security Declaration as specified in Clause 2.20.1

2.16.4 All pages of the Technical Proposal for Empanelment must be numbered and digitally signed by the Authorised Representative of the Applicant.

2.16.5 The complete Proposal must be submitted online on or before 1100 hours on the Proposal Due Date specified in Clause 1.8. Proposals submitted by post, fax, telex, telegram, in-person or e-mail shall not be entertained.

2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate pages and only information that is directly relevant should be uploaded. This may include scanned photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

2.16.7 Upon empanelment and subsequent award of the Project, the rates quoted shall be firm throughout the period of performance of the Project up to and including acceptance of the Project by the Authority and discharge of all obligations of the Survey Institution under the work order of the Project.

2.17 Proposal Due Date

2.17.1 Proposal should be submitted online on the CPP portal, on or before 1100 hours on the Proposal Due Date specified in Clause 1.8 in the manner and form as detailed in this RFP. The Applicant is advised to retain the acknowledgement of the online submission of the bid for future reference.

2.17.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

Proposals submitted after the due date will not be accepted by the CPP portal and hence will automatically be rejected. DMEO will in no case be responsible if the bid is not submitted online within the specified timelines.

2.19 Modification/ substitution/ withdrawal of Proposals

2.19.1 The Applicant may modify, substitute, or withdraw its proposal by logging into the CPP portal prior to the proposal due date and time.

2.19.2 No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.

2.19.3 Any request for alteration/modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.20 Bid Security

2.20.1 The Applicant shall furnish, as part of its Proposal, a Bid Securing Declaration as per format specified in Appendix-I Form-10.

2.20.2 Any Bid not accompanied by the Bid Security Declaration shall be rejected by the Authority as non-responsive.

2.20.3 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Authority reserves the right to take action as per the Bid Security Declaration for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant submits a non-responsive Proposal;
- (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.25.9;
- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or
- (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

2.21 Performance Security

2.21.1 The Applicant, by submitting its Application pursuant to the Project RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
- (c) if the Selected Applicant commits a breach of the Agreement.

2.21.2 An amount equal to 3% (three per cent) of the work order Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.

D. Evaluation Process and Empanelment

2.22 Evaluation of Technical Proposals for Empanelment

2.22.1 The Authority shall open the Proposals at 14:00 hours on the next working day after the Proposal Due Date via online bid opening.

2.22.2 Proposals withdrawn prior to proposal due date shall not be considered for evaluation in accordance with Clause 2.19.

2.22.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- (a) the Technical Proposal for Empanelment is received in the form specified at Appendix-I; (Forms 2, 4, 6, 7, 8 and 9 to be submitted in attached excel format)
- (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
- (c) it is accompanied by the Bid Security Declaration Form as specified in Clause 2.20.1.
- (d) it is digitally signed, numbered and submitted as stipulated in Clauses 2.13 and 2.16;
- (e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- (f) it contains all the information (complete in all respects) as requested in the RFP;
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

- 2.22.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.22.5 The Authority shall subsequently examine and evaluate Technical Proposals for Empanelment in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 2.22.6 After the technical evaluation, the Authority shall prepare a list of shortlisted Applicants in terms of Clause 3.2 for empanelment.
- 2.22.7 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.22.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it.
- 2.22.9 After selection, a Letter of Empanelment (the “**LOE**”) shall be issued, in duplicate, by the Authority to the Empaneled Survey Institution, and the Empaneled Survey Institution shall, within 7 (seven) days of the receipt of the LOE, sign and return the duplicate copy of the LOE in acknowledgement thereof. In the event the duplicate copy of the LOE duly signed by the Empaneled Survey Institution is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, reserves the right to take action as per the Bid Security Declaration of such Applicant, on account of failure of the Empaneled Survey Institution to acknowledge the LOE.
- 2.22.10 After acknowledgement of the LOE as aforesaid by the Selected Applicant, it shall execute the Agreement with the Authority (in the form specified at Schedule-3) within the period prescribed in the Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.
- 2.22.11 A separate work order will be issued to the selected Survey Institution for each project based on evaluation process as specified in Clause 2.25.
- 2.22.12 The Authority also reserves the right to empanel any other agency or employ any agency outside the list of empaneled agencies, if required.

2.23 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.24 Clarification

- 2.24.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.24.2 If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. Award of Project

2.25 Evaluation Process for Project, Proposals and Negotiations

- 2.25.1 At the time of commissioning of the Project, the Authority shall shortlist organizations amongst the empanelled Survey Institutions that meet the eligibility criteria of the Project. Accordingly, Request for Proposal (RFP) for the Project shall be shared with such organizations alongwith the specific Terms of Reference, thereby inviting proposals for the Project.
- 2.25.2 The Authority may choose to carry out a two-envelope techno-financial evaluation or a single-envelope financial evaluation amongst the empanelled institutions depending on the requirements of the Project. The selection process and criteria for evaluation shall be outlined in the RFP of the Project.
- 2.25.3 Please note that the empanelment with the Authority does not guarantee that any or all Survey Institutions will be invited to bid for, or be awarded any project/assignment as a consequence of empanelment. The Authority is not under any obligation to provide or secure any assignment or contract to any individual, organization or institution.
- 2.25.4 Work contracts, if any, will be assigned by the Authority or line departments/agencies at their discretion and as per guidelines as outlined in the Project RFP.
- 2.25.5 Applicants shall submit online the financial proposal in the formats at Appendix-III (the **“Financial Proposal”**, also referred to as the **“Bill-of-Quantity”**) clearly indicating the total cost of the Project (Item [G] of Form-2 of Appendix-III) in both figures and words, in Indian Rupees (INR or Rs.), and signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 2.25.6 While submitting the Financial Proposal, the Applicant shall ensure the following:
- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

- (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (iii) Costs (including break down of costs) shall be expressed in INR.

2.25.7 For projects requiring additional technical evaluation along with financial evaluation, the evaluation of technical proposal shall be carried out as per process in accordance with the criteria for technical evaluation laid out in the Project RFP. A date and time will be notified to all Applicants for announcing the result of technical evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be uploaded. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation, combined evaluation and final ranking of the Proposals shall be carried out as per terms laid out in Project RFP.

2.25.8 For projects with a Least Cost Selection (LCS) process where technical proposals are not required, a single-envelope financial evaluation process shall be carried out, and the Project shall be awarded to the lowest (L1) bidder as per Rule 193 of GFR 2017.

2.25.9 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Survey Institution under this RFP and also, Project RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.25.10 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.25.11 The Authority will examine the credentials of all Subcontractors proposed for the Project and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.26 Substitution of Key Personnel

2.26.1 Upon empanelment and subsequent award of a Project, the Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.26.2 The Authority expects all the Key Personnel to be available during implementation of the Project. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Survey Institution. In the case of a second

substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

2.26.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

2.26.4 In case the Authority is not satisfied with the performance of any Key Personnel, the Authority may initiate a request for substitution of such Key Personnel. This substitution will also be subject to payment deductions as described in Clause 2.26.2.

2.27 Indemnity

2.27.1 The Survey Institution shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.28 Award of Project

2.28.1 After selection of an Empaneled Survey Institution for the project, a work order (**the “Work Order”**) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the work order, sign and return the duplicate copy of the work order in acknowledgement thereof. In the event the duplicate copy of the work order duly signed by the Selected Applicant is not received by the stipulated date, the Authority, unless it consents to extension of time for submission thereof, reserves the right to take action as per the Bid Security Declaration on account of failure of the Selected Applicant to acknowledge the work order, and the next highest-ranking Applicant may be considered.

2.28.2 Schedule 4 i.e., ‘Form of Work Order for the Project’ is hereby provided into the RFP for reference. Once signed by both parties, an Order shall be deemed incorporated into the Agreement for Empanelment. In the event of any conflict between the provisions of the Agreement and any of the provisions contained in an Order, the provisions of the Order shall govern to the effect of such conflict in respect of that Order.

2.29 Execution of Project

2.29.1 After acknowledgement of the work order as aforesaid by the Selected Applicant, it shall execute Project within the period prescribed in the Project RFP. The Selected Applicant shall not be entitled to seek any deviation in the work order.

2.30 Commencement of Project

2.30.1 The Survey Institution shall commence the Services for the respective Project within 7 (seven) days of the issue of the work order for such Project, or such other date as may be mutually agreed. If the Survey Institution fails to commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Authority reserves the right to take action as per the Bid Security Declaration in accordance with the provisions of Clause 2.20.3.

2.31 Proprietary Data

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Survey Institution, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Survey Institution to the Authority in relation to the Project shall be the property of the Authority. The Survey Institution shall make suitable arrangements for the preservation of data collected during the study, such as filled in schedules, tabulation or working sheets, reports, photographs etc., relating to the Project in electronic form and this shall be shared with the Authority at the time of submission of Final report. The ownership of all such data shall remain with the Authority. All raw data compiled during the Survey assignment shall be transferred to the authority. No data collected in context of the study may be destroyed or otherwise disposed of or given to any other organization/individual, unless so approved by the Authority.

2.32 Empanelment Tenure

2.32.1 The period of validity of empanelment shall be 3 (three) years from the Effective Date of Empanelment. After the expiry of 3 (three) years period, the Authority may choose to renew the empanelment for additional 2 (two) years (subject to renewal for one year at a time, with maximum of two years) on the request of the empaneled Survey Institution and furnishing of requisite documents as decided by the Authority.

2.32.2 The Authority plans to open up submissions of applications for empanelment on an annual basis. Any interested Survey Institution, who did not apply or qualify in an earlier attempt, or voluntarily withdrew from the DMEO panel of Survey Institutions or would like to get their empanelment category upgraded can re-apply for fresh empanelment at the next available opportunity. However, de-empaneled Survey Institution are barred from applying to DMEO for re-empanelment either in the original name and title, or in any new nomenclature for the next three years.

2.33 Withdrawing from Empanelment

2.33.1 Any Empaneled Survey Institution may withdraw from the panel at any time by giving one month's advance notice in writing to DMEO.

2.33.2 However, any ongoing assignment(s) must either be completed to the satisfaction of the sponsoring agency or the full project cost should be refunded before such withdrawal.

2.34 De-empanelment

2.34.1 DMEO reserves the right to de-empanel (i.e., remove from its empanelment list) any Institution, if they:

- (i) Express inability or lack of interest in DMEO's survey work on three occasions
- (ii) Fail to display professionalism in their work
- (iii) Indulge in corrupt or fraudulent practices
- (iv) Fail to observe the basic evaluation/assessment ethics
- (v) Fail to complete the assignments on schedule
- (vi) Indulge in plagiarism
- (vii) Accept any inducements/gratification for doing an undue favor

- (viii) Bring discredit to the Authority or any other public agency by their deeds or acts
- (ix) Abuse the data/information/report in their custody
- (x) Are found to have made false/incorrect declarations to the Authority or any other public agency
- (xi) Are convicted by courts for professional misconduct or violation of any law
- (xii) Face liquidation or are declared as bankrupt/insolvent
- (xiii) Undergo major structural changes that impair evaluation functions
- (xiv) Are black listed or declared in-eligible by any government agency
- (xv) Abuse the empanelment status for wrongful gains
- (xvi) Attempt to wield undue influence on DMEQ or any other public agency
- (xvii) Indulge in exploitative labor/HR practices
- (xviii) Fail to maintain the required quality standards in the evaluation work
- (xix) Fail to pay taxes as per law
- (xx) Any other reasons deemed fit by DMEQ

3. Criteria for Evaluation

3.1 Evaluation of Technical Proposals for Empanelment

3.1.1 The Technical Proposal for Empanelment will be evaluated based on Applicant's experience, its understanding of TOR, its survey capabilities and competence, and the strength and experience of the Key Personnel.

3.1.2 Only those Applicants whose Technical Proposals get a score of 60 (sixty) marks or more out of 100 (one hundred) shall qualify for further consideration and shall be ranked from highest to the lowest based on their technical score (S_T).

3.1.3 The scoring criteria to be used for evaluation shall be as follows.

S No	Parameter	Weightage	Criteria
1	Organizational Appraisal	40%	<p>The applicant shall be evaluated as per below parameters (Max 100 points) -</p> <ol style="list-style-type: none"> 1. Years since commencement of field surveys (Max. 10 points)⁴ <ul style="list-style-type: none"> ○ 3 - 5 years : 3 points ○ 5 - 7 years : 5 points ○ 7 - 10 years : 8 points ○ > 10 years : 10 points 2. Average Revenues from professional fees for the 3 (three) financial years, FY 2018-19, FY 2019-20 and FY 2020-21⁵ (Max 10 points)⁶ <ul style="list-style-type: none"> ○ Rs. 1 - 2 crores : 3 points ○ Rs. 2 - 5 crores : 5 points ○ Rs. 5 - 10 crores : 8 points ○ > 10 crores : 10 points 3. Key Personnel Capacity (Max 25 points)⁷ <ul style="list-style-type: none"> ○ Total Number of Key Personnel on Payrolls⁸ of Applicant Institution (Max 10 points) <ul style="list-style-type: none"> ● <20 : 0 points ● 20-30 : 3 points ● 30-50 : 5 points ● 50-100 : 8 points ● > 100 : 10 points ○ Total Number of Key Personnel with PhD on Payrolls⁹ of Applicant Institution (Max 5 points) <ul style="list-style-type: none"> ● 1-5 : 3 points ● 6-10 : 4 points ● >10 : 5 points

⁴ Applicant to be scored as per details provided in Appendix-I - Form-2 #1.4

⁵ In case audited Annual Financial Statements for FY 2020-21 are not available, the revenues from professional fees from FY 2017-18 to be considered instead of FY 2020-21

⁶ Applicant to be scored as per details provided in Appendix-I - Form-5

⁷ Applicant to be scored as per details provided in Appendix-I - Form-2, #1.9

⁸ For only permanent employees on payrolls of Applicant; Exclude subcontractors or contractual employees

⁹ For only permanent employees on payrolls of Applicant; Exclude subcontractors or contractual employees

S No	Parameter	Weightage	Criteria
			<ul style="list-style-type: none"> ○ Average Work Experience of Key Personnel on Payrolls¹⁰ of Applicant Institution (Max 10 points) <ul style="list-style-type: none"> • <2 years : 0 points • 2-5 years : 5 points • >5 years : 10 points 4. Previous work experience in undertaking surveys across India (Max 30 points) <ul style="list-style-type: none"> ○ 1 point per State/UT¹¹ (The Applicant shall have to select amongst the provided list States/Union Territories (UTs), such States/UTs where the Applicant has conducted at least one Eligible Assignment in the past) 5. Sectoral Experience in Field Surveys (Max 20 points) <ul style="list-style-type: none"> ○ 1 point for every Sector¹² (The Applicant shall have to select amongst the provided list of sectors, such sectors where it has conducted at least one Eligible Assignment in the past) 6. Ability to execute panel survey or repeated cross-section survey (Max 5 points)¹³
2.	Institution's Survey Capabilities and Mechanisms for Data Quality Assurance	10%	The applicant shall be evaluated as per the responses provided in Appendix-I Form-7 (Max 100 points).
3.	Relevant Experience of the Applicant: Quantum of Eligible Assignments	20%	<p>The applicant shall be evaluated on number of Eligible Assignments depending on Client Category (Max 100 points)¹⁴ -</p> <ol style="list-style-type: none"> 1. Eligible Assignment with Central Government Departments/ Undertakings (Max 40 points) <ul style="list-style-type: none"> ○ 10 points for each Eligible Assignment 2. Eligible Assignment with UN organizations/ Bilateral/Multilateral agencies (Max 30 points) <ul style="list-style-type: none"> ○ 10 points for each Eligible Assignment 3. Eligible Assignment with State or UT Government Departments/Undertakings, regulatory commission,

¹⁰ For only permanent employees on payrolls of Applicant; Exclude subcontractors or contractual employees

¹¹ Applicant to be scored as per details provided in Appendix-I, Form-2, # 1.10

¹² Applicant to be scored as per details provided in Appendix-I, Form-2, # 1.13

¹³ Applicant to be scored as per details provided in Appendix-I, Form-2, # 1.14

¹⁴ Applicant to be scored as per details of Assignments provided in Appendix-I, Form-8

S No	Parameter	Weightage	Criteria
			tribunal, statutory authorities, public sector entities, development partners, international NGOs or private sector entities (Max 30 points) <ul style="list-style-type: none"> o 5 points for each Eligible Assignment <i>*Every Eligible Assignment shall be considered and awarded points only against one of the above Client Categories. For Eligible Assignments spanning across multiple Client Categories, the Applicant may select one based on its principal client.</i>
4	Relevant Experience of the Applicant: Quality of Eligible Assignments	30%	The applicant shall be evaluated based on the size and quality of Eligible Assignments, as provided in Form-8 (Max 100 points).
Grand Total		100	

3.1.4 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, survey assignments in the **Indian subcontinent** involving **quantitative and/or qualitative data collection** (viz. household surveys, establishment surveys, facility surveys, etc.) which involved enumerators using tablets or smart phones for data entry and management, granted by **UN organizations / Bilateral / Multilateral agencies, Central or State or UT government departments / undertakings, other agencies** viz. regulatory commissions, tribunals, statutory authorities or public sector entities, **development partners, international NGOs or private sector entities** in respect of **monitoring and evaluation**, shall be deemed as Eligible Assignments (the “Eligible Assignments”).

Provided that the Applicant Institution claiming credit for an Eligible Assignment shall have, prior to PDD, received professional fees of at least **Rs. 30 (thirty) lakhs** for such assignment, and where credit is being claimed by a Key Personnel, s/he should have completed the relevant assignment prior to PDD.

Provided further that if the Applicant Institution is claiming credit for an Eligible Assignment which was undertaken for a **private sector entity**, such assignment shall have been completed prior to PDD and the Applicant shall have received professional fees of at least **Rs. 60 (sixty) lakhs**.

Provided that the Eligible Assignments have been completed in the **6 (six) financial years** preceding the PDD, or have been initiated in the 6 (six) financial years preceding the PDD and are currently ongoing.

3.2 Short-listing of Applicants and Empanelment

The technically-qualified applicants as per Clause 3.1 shall be ranked based on their technical scores and an empanelment list of Survey Institutions shall be prepared by Size of the Institution (viz, Micro, Small, Medium, Large)¹⁵, States/UTs¹⁶, Sectors¹⁷, Survey Type¹⁸ and Overall. Each technically-qualified Applicant shall also be graded under Empanelment Categories A, B, C and D as per below Technical Score Range.

Technical Score Range	Empanelment Category
90-100%	A
80-90%	B
70-80%	C
60-70%	D

¹⁵ As per the guidelines of Ministry of Micro, Small & Medium Enterprises

¹⁶ List of States/UTs as provided in Appendix-I, Form-2, # 1.10

¹⁷ List of Sectors as provided in Appendix-I, Form-2, # 1.13

¹⁸ Types of Surveys as provided in Appendix-I, Form-2, # 1.12

4. Fraud and Corrupt Practices

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, take action as per the Bid Security Declaration, or forfeit and appropriate the Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOE or the Agreement, if an Applicant or Survey Institution, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOE or the execution of the Agreement, such Applicant or Survey Institution shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Survey Institution, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOE or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOE or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOE or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
 - (b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. Pre-Proposal Conference

- 5.1** Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants who have downloaded the RFP document from the Official Website of the Authority shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate based on prior registration as per Clause 1.10.

- 5.2** During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. Miscellaneous

- 6.1** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3** It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4** All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5** The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

Schedules

Schedule-1: Terms of Reference

(Refer Clause 1.1.5)

TERMS OF REFERENCE

FOR

Empanelment of Survey Institutions for Monitoring & Evaluation of Government Programs

Contents:

1. Introduction
2. Objectives of the M&E Studies
3. Scope of Services
4. Primary Data Collection Methodology
5. Mechanisms to ensure Data Quality
6. Listing of Stakeholders to be consulted
7. Deliverables and Timelines
8. Payment Terms and Schedule
9. Structure of the Reports
10. Support from NITI Aayog
11. Reporting
12. Meetings
13. Miscellaneous

Terms of Reference

1. Introduction

- 1.1. The Development Monitoring and Evaluation Office (DMEO) was established by the Government of India as an attached office of the NITI Aayog on September 18, 2015 by merging the erstwhile Programme Evaluation Organization and the Independent Evaluation Office. DMEO has been given the mandate to monitor and evaluate Central Government funded programmes and initiatives. DMEO's mandate is also to strengthen monitoring and evaluation capacity across various ministries and departments in the Government of India, and help the State Governments to build monitoring and evaluation capacity.
- 1.2. Under the programme evaluation mandate, DMEO on a regular basis, conducts impact and process evaluations of the Central Sector Schemes/Centrally Sponsored Schemes/Programmes on the request of the various implementing ministries of Government of India, Prime Minister's Office, Cabinet Secretariat, Standing Committee on Finance, among others. Under its monitoring activities, DMEO is focused on outcome monitoring of the programmes/ schemes of the Government of India. It also conducts reviews of impact, relevance, reach, efficiency, cost effectiveness, timeliness, management, and other aspects of program or policy as needed.
- 1.3. As part of its evaluation studies, DMEO undertakes impact and process evaluation of government programme/scheme. The office is expected to assess the performance of schemes; document good practices as well as shortfall on achievements; identify bottlenecks and gaps in scheme design and implementation, including capacities of stakeholders, level of coordination, interest/ motivation/ participation of stakeholders, monitoring mechanisms, government policies; and provide recommendations to improve programme design, implementation, and outcomes.
- 1.4. Data collection, either in form of primary quantitative (sample survey) or qualitative (structured) data collection, are pre-requisites for evaluation of any schemes/ studies. Through the empanelment of survey institutions, DMEO is seeking to empanel qualified and eligible organizations, who can be invited to conduct qualitative and quantitative surveys as part of Monitoring and Evaluation (M&E) studies conducted regularly by DMEO.
- 1.5. Upon empanelment and subsequent award of a Project, the Survey Institution shall assist DMEO with primary data collection to supplement and triangulate secondary analysis conducted on various government schemes, policies, programmes, etc. The data collection exercise may include surveys for process and impact evaluations or quick evaluations (rapid assessments).

2. Objectives of the M&E Studies

- 2.1. DMEO, NITI Aayog has been entrusted with the development monitoring and evaluation functions including:
 - (i) to monitor progress and efficacy of strategic and long-term policy and programme frameworks and initiatives to help innovative improvements, including necessary mid-course corrections; and
 - (ii) to actively monitor and evaluate the implementation of programmes and initiatives, including the identification of the needed resources so as to strengthen the probability of success and scope of delivery.

- 2.2. The Development & Monitoring Evaluation Office (DMEO), attached to NITI Aayog, fulfils this responsibility through its independent performance monitoring and evaluation (M&E) studies.
- 2.3. The purpose of these studies is to provide a detailed assessment of performance of government schemes/programs on the Relevance, Effectiveness, Efficiency, Sustainability, Impact and Equity (REESI + E) Framework or similar assessment frameworks, and also identify bottlenecks and evidence-based gaps in scheme design and implementation including capacities of stakeholders, level of coordination, interest/ motivation/ participation of stakeholders, government policies, monitoring mechanisms, best practices among others.
- 2.4. These studies are aimed at providing the line ministries with actionable insights and inputs on the selected scheme's harmonization and rationalisation with the vision of the Ministry, the scheme's strengths, weaknesses, and best practices, and thereby providing recommendations and interventions for necessary course correction.
- 2.5. The evaluation of a government scheme/program may be initiated at different stages of the scheme lifecycle, corresponding broadly with baseline, mid-line and end-line evaluations -
 - 2.5.1. Evaluation of a scheme at **inception stage** can help understand whether the proposed scheme design and implementation is best suited to achieve the set objectives. This may include cost-benefit analysis of several policy alternatives.
 - 2.5.2. Evaluation of a **new/newly re-structured scheme** can help provide timely inputs and suggestions for fine-tuning the design, implementation and monitoring mechanism of the scheme, at the initial stages itself.
 - 2.5.3. Schemes at their **mid-line stage** are expected to start showing tangible outputs and achievements on medium-term outcomes. Evaluation of the scheme at this stage can help provide substantial inputs regarding the efficiency and effectiveness of the program, thereby suggesting interventions to further improve program delivery and impact.
 - 2.5.4. Evaluation of scheme nearing the **sunset point** can help provide timely inputs and suggestions which can be used by the Ministry/Department in its decision-making process for scheme continuation or restructuring or rationalization.
- 2.6. The two major types of studies conducted by DMEO include:
 - 2.6.1. **Flagship Scheme Evaluation Study:**

This type of study refers to the evaluation of the most important schemes of the Government of India, addressing sectoral priorities which include health, education, environment, irrigation, urban and rural development, employment etc. These schemes are driven by the Nodal Ministry/Department of Government of India and have considerably high budgetary outlay of approximately Rs 2,000 cr and above. The evaluations of these schemes are highly rigorous and involve a larger sample to be surveyed.
 - 2.6.2. **Quick Assessment Study (QAS):**

QAS is short duration, need-based, systematic and objective study of schemes/programs. It is an appraisal of a government scheme/program conducted over a short duration of time (ideally between 3 - 6 months). It

allows rapid provision of timely policy inputs for an existing scheme/programme/policy, or for a scheme/programme/policy that has been newly introduced.

2.7. Sectors for Studies:

Provided below is an indicative list of Sectors for DMEO's Monitoring and Evaluation studies of government programs / initiative / schemes:

- Agriculture & Allied Activities (includes Animal Husbandry, Livestock and Livestock Products, Fisheries, Integrated Watershed Management and Irrigation, etc.)
- Drinking Water, Sanitation and Hygiene
- Education and Skills Development
- Employment and Livelihoods
- Energy (includes Electrification, PNG/CNG/LPG, Solar Energy, Wind Energy, etc.)
- Environment, Forest and Climate Change
- Financial Services (includes Financial Inclusion, Banking, MFI, etc.)
- Health and Nutrition
- Housing
- Industry, Trade and Commerce (Includes Manufacturing and Services)
- Infrastructure (Includes Roads & Highways, Railways, Shipping - Ports & Inland Waterways, Irrigation Projects, Digital Connectivity Infrastructure, Airports, etc.)
- Internal Security and Home Affairs
- Justice Delivery / Judiciary
- Mining & Minerals
- Rural Development
- Social Inclusion
- Tourism, Travel and Hospitality
- Urban Transformation
- Water Resources
- Women and Child Development
- Others

3. Scope of Services

- 3.1. The empaneled agency shall be responsible for conducting qualitative and quantitative surveys and related works including designing of survey, field plans, field visits, inspections, training etc. as part of Monitoring and Evaluation (M&E) studies conducted regularly by DMEO.
- 3.2. The surveys for M&E studies may vary by size and scale, depending on the sampling methodology and requirements of the Project.

- 3.3. The exact scope of services, sampling methodology, survey types, size of the surveys, survey instruments, project duration, Key Personnel requirement and geographical coverage (in terms of regions, States/UTs, districts, villages/wards, blocks, etc.) shall be communicated to the shortlisted empaneled institutions, as part of the Terms of Reference of the specific Project.
- 3.4. The evaluation studies typically involve a combination of different forms of surveys, including but not limited to the following (refer to TOR Clause 4.1 for further details):
 - Household Surveys
 - Establishment Surveys
 - Facility Surveys
 - Key Informant Interviews
 - Focus Group Discussions
- 3.5. The empaneled agency shall be responsible for conducting such qualitative and quantitative surveys across the country in select States and UTs, as defined in the Project RFP.

For the purpose of these surveys, the country is typically divided into 6 geographical Regions i.e. (i) North & Central, (ii) South, (iii) East, (iv) West, (v) North-East and (vi) Northern Hilly states.

Region-wise list of States/UTs is provided in the table below:

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

- 3.6. The Survey Institution shall be responsible for data collection, data processing, data scrutiny, data validation, data analysis etc. of all collected data.
- 3.7. Upon empanelment and subsequent award of a Project, the Survey Institution shall be expected to:
 - Develop the **survey instruments** viz. discussion guides for focus group discussions, interview guides for in-depth interviews and structured questionnaires, schedules for surveys, etc. as applicable to the Project in consultation with DMEO.
 - Preparation of the **Survey Plan**

- Establish a **managerial structure** for field operations
 - Identify suitable field investigators and conduct **training/capacity building**
 - **Pre-test, pilot** and **finalise** the required tools in partnership with DMEO team
 - Define size of pilot survey and **conduct pilot**, if required, in partnership with DMEO team
 - Establish appropriate **IT hardware and application software** for data collection and management.
 - Conduct **survey fieldwork**, collect and compile quality data from areas identified for sampling
 - Ensure **high quality data** management and adherence to quality assurance mechanisms as per agreed protocols, plans and schedules.
 - **Collate data** collected through both quantitative and qualitative tools and conduct data cleaning and validation checks
 - **Submit raw data** (unit level data) and other agreed deliverables to DMEO
 - Run **preliminary data analysis** and **cross-tabulations** and submit output and final tables
 - Incorporate **concurrent feedback** into the workflow
 - Complete any other related tasks as required by the Authority
- 3.8. The Survey Institution shall adhere to scientific procedures of data collected and ensure that the data is complete, valid, relevant and appropriate to the survey objectives and instruments. Data collected should be regularly assessed for accuracy, validity, consistency and appropriateness.
- 3.9. In addition to the above listed activities, the Authority might also seek help from the Survey Institution in the design of survey methodology, sampling plan, questionnaire design and detailed primary data analysis, as needed. The exact scope of services of a particular Project shall be shared at the time of Request for Proposal for the respective Project.

4. Primary Data Collection Methodology

The Survey Institution shall help conduct both qualitative and quantitative surveys so as to help assess the scheme from relevance, effectiveness, efficiency, sustainability, impact, equity and coherence perspective. The Survey Institution shall seek consent from the respondents before conducting the survey.

4.1. Types of Surveys

4.1.1. Household Surveys

A group of persons normally living together and taking food from a common kitchen is defined as a household. A household may contain one or more members. Members of the household may or may not be related by blood. It includes temporary stay-away (those whose total period of absence from household is expected to be less than six months) but excludes temporary visitors and guests (with expected total stay of less than 6 months). Survey

based on households may be treated as household survey¹⁹. Household survey questionnaires generally contain household level questions and individual level questions.

The household survey is important to evaluate the quantity and quality of outputs (services rendered by the government or publicly funded services both directly and through private or non-government organizations). Household surveys also give deeper insights into outcomes and can possibly also help establish cause-effect relationship between an individual scheme outputs to overall outcomes. Depending on the scope of the Project, the Survey Institution could be expected to conduct a survey across a sample of households and household members so as to assess the beneficiary-level perspective of the programmes.

4.1.2. Establishment Surveys

Establishment may be an undertaking/firm/agency that is engaged in production and/or distribution of goods and/or services other than for the sole purpose of their own consumption. Examples of establishments are workshops, factories, manufacturing plants, warehouses, shops, offices, firms, schools, hospitals, depots, mines, coaching centres, tailoring shops etc. Establishments may be located at residential or commercial house An Establishment Survey (ES) is a sample survey of such establishments (undertakings/firms/agency).

Depending on the scope of the Project, the Survey Institution could be expected to conduct a survey across a sample of establishments with due representation from various sectors, so as to assess the establishment-level perspective of government policies/initiatives/programmes. Establishments to be covered can be stratified as per the standard definitions of micro, small, medium and large establishments as per the Ministry of Micro, Small and Medium Enterprises. Since a large number of establishments are unregistered, due representation of the same shall have to be ensured in the sampling plan.

4.1.3. Facility Surveys

Facility Survey, in context of this RFP refers to a survey of institutions/offices implementing government programmes/schemes. The Facility Survey is designed to provide basic information on the availability and quality of infrastructure, resources and management systems, and on the capacity to provide various quality services. Examples include government schools, government hospitals, PHCs, CHCs, Anganwadi Centres, post offices, skill training centres etc.

Depending on the scope of the Project, the Survey Institution could be expected to conduct a survey of a selected sample of facilities/units to assess the impact of the programmes.

4.1.4. Key Informant Interviews/Structured Surveys/Interviews

This tool is a personal interview that is carried out with one respondent at a time. This is purely a conversational method and invites opportunities to get

¹⁹ NSS, MoSPI definition on household may be followed

details in depth from the respondent. This method provides a great opportunity to gather qualitative insights and identify gaps in delivery of services.

Herein, the Survey Institution shall be expected to conduct structured surveys or key informant interviews with key officials from the central Ministries/Departments, state-level implementing bodies and district/block/village level administration. Other key stakeholders supporting implementation or indirectly involved in enabling the scheme's success, as well as opinion-makers or other individuals at the village level could also be interviewed. National-level key informants could also include experts from recognized national think tanks, institutions and prominent non-profit organizations.

Since various schemes have different target groups, it has to be ensured that the sample and geography selection for Key Informants factors in representation from each of the respective target groups/geographies. The Survey Institution shall ensure there is adequate representation from all levels (viz national, region, district, state, etc.) when finalizing the sampling plan for the project.

4.1.5. Focus Group Discussions

A focus group is a group interview of approximately 6 (six) to 8 (eight) people who share similar characteristics or common interests. A facilitator guides the group based on a predetermined set of topics. The facilitator creates an environment that encourages participants to share their perceptions and points of view. Focus groups are useful for gathering qualitative feedback on activities, projects and services, generating and evaluating data from different groups that use a service or facility, or that an agency wants to target; generating and evaluating data from homogenous groups within a local community or population, and developing topics, themes and questions for further research activities like questionnaires and more detailed interviews. They are generally used in conjunction with other forms of investigation as they can help triangulate, contextualize and otherwise explain quantitative findings.

Depending on the scope of a particular Project, the Survey Institution could be expected to conduct Focus Group Discussions, generally at block/village/ward/city level with diverse groups involving implementing stakeholders, opinion-makers as well as selected beneficiaries. Since various schemes have different target groups, it is to be ensured that the sample and geography selection for focus group discussions, factors in representation from each of the respective target groups/geographies.

4.2. **Sample Design**

- 4.2.1. The sample design for the survey shall be drafted in such a way that the selected sample is representative, and spread over geographic sub-areas and population sub-groups properly. The size of the sample shall take into account competing needs so that costs and representativeness are optimally balanced. Given the all-India nature of implementation of some schemes, the sampling methodology could involve multi-stage, stratified and clustered

features. The sample size shall be determined using statistical techniques with reasonable assumptions relevant to the Project.

- 4.2.2. The different sampling methodologies include random sampling, purposive sampling, systematic sampling, stratified sampling, clustered sampling, multi-stage sampling among others may be adopted for data collection.
- 4.2.3. The States/UTs may be selected randomly/purposely out of regional classifications depending upon the nature of the Project. For example, for a social study, States may be selected based on their population, whereas for health-related study, States may be selected on their ranking in health indices and so on. The total number of samples to be allocated to the States and UTs may also be in proportion to population as per Census 2011 or other auxiliary information like State's contribution to defined parameters like education, health etc. depending upon the nature of the project. Similarly, allocation of sample size between rural and urban sector may be done either on the basis of their population size or predefined parameters/auxiliary information.
- 4.2.4. In case of stratified sampling methodology, all the districts within each selected State/UT could be classified into 2 to 3 strata, depending upon the nature of the project, based on key sectoral performance/index, and districts will be selected from each stratum. Within each district of a State/ UT, generally speaking, two basic strata may be formed: i) rural stratum comprising of all rural areas of the district and (ii) urban stratum comprising of all the urban areas of the district. Furthermore, depending upon the nature of the project, 4-5 villages/blocks/wards may be selected in each district using stratified sampling. Selection of a state, district or village in each stratum shall be based on either systematic random or probability proportional to size (PPS) sample selection technique. The number of households and facilities per village/block/ward shall depend on the scope and scale of the Project. Also, it shall be ensured that aspirational districts, Left Wing Extremist (LWE) affected districts and island areas are not inadvertently left out, if relevant.
- 4.2.5. The Survey Institution, in discussion with the Authority, could make use of clusters of households or establishments in order to keep costs to a manageable level but at the same time it must avoid being overly clustered.
- 4.2.6. Please note that the above methodology is indicative and the actual survey design, sampling plan and size would vary depending on the scale and scope of the Project.

4.3. **System & Tools**

- 4.3.1. Household, Facility or Establishment Surveys, conducted by personal interview method, shall be carried out using Computer Assisted Personal Interview (CAPI) system. These surveys may also be conducted via online, telephonic or other remote means by contacting the targeted population, depending on the objectives of the Project and in discussion with the Authority.
- 4.3.2. The agency will make the requisite number of hand-held devices and other tools available to facilitate digital data collection by survey teams. The Authority will bear no responsibility for the payment, storage and field level deployment and use of hand-held devices.

- 4.3.3. The Survey Institution shall be expected to maintain adequate backup of collected data to avoid data loss/damage.
- 4.3.4. The Survey Institution shall provide to the Authority, copies of the datasets and data entry error reports/logs that show the frequency of discrepancies noted and actions taken to rectify.

4.4. **Regional Translation**

The Survey Institution shall be expected to develop survey questionnaire/schedules pages for CAPI system and translate them in regional languages as applicable for the use of data collection by investigators.

4.5. **Interview Recording & GPS Capture**

The Survey Institution should capture full audio-recording of the personal interview and GPS data of the households and establishments compulsorily for quality checks. The Survey Institutions may also consider capturing video recordings of the survey to enhance quality checks.

4.6. **Training**

The investigators along with their supervisor are required to attend briefing(s) / training(s) given by the Survey Institution at its offices or convenient places, before each round of survey work, without any additional cost to DMEO.

The Survey Institution has to ensure that only those investigators who have attended and cleared the training program during each round of the survey may be allowed to undertake the field investigation/ data collection.

4.7. **Regional Knowledge**

Moreover, knowledge of the regions, local languages etc. is essential and Survey Institution must ensure capacity in terms of trained field investigators/supervisors and other resources to undertake the field survey region-wise.

5. **Mechanisms to ensure Data Quality**

A multi-pronged robust process for quality control shall need to be followed during data collection for the Project. Provided below is an indicative non-exhaustive list of mechanisms to ensure data quality:

- 5.1. The field investigators to be engaged for conducting the household survey & key informant interviews/FGDs should meet the minimum education qualifications as defined in the RFP. 2-step training (classroom and then on-the-field training) should be conducted for all field investigators.
- 5.2. Standard operating procedures (SOP) shall need to be put in place to ensure requisite protocols are followed by the enumerator in scheduling beneficiary interviews / KIIs / FGDs.
- 5.3. It is recommended that Pre-test should be conducted for about 50 to 100 respondents and pilots should be conducted on at least 2% of the sample size to fine tune the inquiry tools. A brief on the learnings from such a pilot exercise and subsequent improvements in the tools/questionnaires should also be shared with the Authority.
- 5.4. 100% of data collected should be validated against a validation checklist, prepared in discussion with the Authority. Missing data points should be recollected. Automated conditional checks can be enabled wherein dubious records collected from the field are flagged for review by supervisor and other core team members.

- 5.5. In case of household survey, at least 25% data should also be telephonically verified and if not verified via phone, back checks should be undertaken to ensure at least 25% data verification.
- 5.6. Use of mobile-based, near real-time and geo-tagged data collection and validation tools should be done to ensure efficiency and accuracy in data collection. Access to tools and data should be provided to the Authority.
- 5.7. The Survey Institution shall be expected to conduct thorough/exhaustive quality checks (i.e., correctness, consistency, data entry/coding etc.) and ensure data quality.
- 5.8. The field-work should be conducted under proper supervision of the Survey Institution ensuring desired quality within stipulated time as per the guidelines provided by the Authority.
- 5.9. The Authority reserves the right to cross-check the quality and accuracy of data through audio, telephonic and field verification. For field verification, the Survey Institution should ensure that the concerned investigator accompanies the Authority officials for identification of the respondent/location, when requested.

6. Listing of stakeholders to be consulted

- 6.1. A detailed list of stakeholders to be interacted with during the key informant interviews, FGDs, institutional surveys, etc. shall be provided at the time of Request for Proposal for the project.

7. Deliverables & Timelines

- 7.1. The detailed list of deliverables and exact timelines with regards to a particular Project shall be shared with the shortlisted Survey Institutions as part of the scope of the Project.
- 7.2. An indicative list of deliverables has been provided below –
 - (i) **Inception report** with final scope, methodology, approach, survey design, sampling plan and pilot-tested survey instruments
 - (ii) **Mid-term report** with initial findings of the survey
 - (iii) **Draft Project Report** with overall findings of the survey, circulated for stakeholder consultations
 - (iv) **Final Project Report** after incorporation of inputs from all the concerned stakeholders
- 7.3. All the reports are required to be submitted in hard copy in triplicate and in soft copy. In addition to the reports, for further analysis in future, verifiable raw data in soft copy should also be shared with NITI Aayog. This will include detailed transcriptions of key informant interviews and focus group discussions as well as raw data from household surveys in MS Excel/CSV format.

8. Payment Terms and Schedule

- 8.1. The payment schedule of the Survey Institution on award of project shall be linked to the deliverables of the Project. Provided below is an indicative breakup of the payment schedule; The actual break up shall be shared as part of the ToRs of the Project:

Key Date No.	Description of Deliverables	Payment
KD 1	Finalization of Methodology & Survey plan	20%

KD 2	Completion of Training of Field staff and Commencement of Data Collection	10%
KD 3	Completion of Data Collection	30%
KD 4	Data processing and Table Generation	10%
KD 5	Draft Final Report	15%
KD 6	Final Report	15%

9. Structure of the Reports

- 9.1. The Structure of the Reports shall be shared with the Survey Institution, at the time of Request for Proposal for the project. The report shall include *inter alia* Executive Summary, Introduction, Background to the Project including Scope and Objectives of the Survey, Approach and Methodology, Survey Data Analysis, Survey Findings, Recommendations, Conclusions and Report Limitations. The References and other supporting documents should be provided in the Appendices.
- 9.2. All reports must be coherent, polished, professionally edited, well laid out and clearly organized narratives with appropriate and relevant supporting graphics (wherever necessary), comprehensive endnotes and annexures.
- 9.3. Mere cutting, copy-pasting charts and other information from a presentation into a word document does not constitute a report, and will be rejected.

10. Support from NITI Aayog

- 10.1. The Authority shall make available the following materials required for the conduct of the survey, before the launch of each round of the survey: –
 - Survey scope, coverage, sample size and sampling design
 - An Authority letter authorizing the Survey Institution to collect requisite information (data) from the households/establishments/facilities/individuals
 - Any other material as and when decided and mutually agreed by both the Authority and the Survey Institution.
- 10.2. Any additional material or information required for better contextual understanding of the Project shall be provided at the time of Request for Proposal for the Project.

11. Reporting

- 11.1. Upon empanelment and subsequent award of a Project, the Selected Survey Institution will work closely with the Authority. The Authority shall establish a Working Group (the “WG”) to enable conduct of this assignment. A designated Project Director of the Authority will be responsible for the overall coordination and project development. S/He will play a coordinating role in dissemination of the Survey Institution’s outputs, facilitating discussions, and ensuring required reactions and responses to the Survey Institution.
- 11.2. The Survey Institution may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority.
- 11.3. The Survey Institution will make a presentation at different stages (Inception report, Mid-term report, Draft Final report, Final report, etc.) for discussion with the WG at a meeting. This will be a working document. The Survey Institution is required to prepare and submit a weekly update that includes and describes, *inter alia*, general progress

to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on.

- 11.4. Regular communication with the WG and the Project Director is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.
- 11.5. The Deliverables will be submitted as per schedule provided in the scope of the Project.
- 11.6. The Survey Institution shall make available a dashboard for availability of captured data and survey status on real-time basis.

12. Meetings

- 12.1. Upon empanelment and subsequent award of a Project, the Authority may review with the Survey Institution, any or all of the documents and advice forming part of the Assignment, in meetings and conferences which will be held at the Authority's office.

13. Miscellaneous

- 13.1. The Survey Institution shall have/establish an office at the Project Base Location, for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office during the duration of the assignment. The authorised officials of the Authority may visit the Survey Institution's Project Office or field locations any time during office hours for inspection and interaction with the Survey Institution's Personnel.
- 13.2. The Survey Institution shall mobilize and demobilize its Professional Personnel and Support Personnel with the concurrence of the Authority and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office. These time sheets/ attendance sheets shall be made available to the Authority as and when asked for and a copy of such record shall be submitted to the Authority at the end of each calendar month.
- 13.3. All the Project outputs including primary data shall be compiled, classified and submitted by the Survey Institution to the Authority in soft form apart from the reports indicated in the Deliverables (Paragraph 7). The Project outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Assignment shall stand completed on acceptance by the Authority of all the Deliverables of the Survey Institution. The Authority shall issue a certificate to that effect.

Schedule-2: Letter of Empanelment

(Refer Clause 2.22.9)

LETTER

OF

**Empanelment for Survey Institutions for Monitoring &
Evaluation of Government Programs**

Letter of Empanelment

No. I-34013/02/2021-DMEO
Government of India
NITI Aayog
Development Monitoring and Evaluation Office
Sansad Marg, New Delhi -110001

<Enter Date>

Subject: Empanelment of Survey Institutions for Monitoring & Evaluation of Government Programs

Sir/Madam,

In reference to the RFP Notice No. ***, the Competent Authority of NITI Aayog has approved your empanelment with Development Monitoring and Evaluation Office (DMEO), NITI Aayog for a period of 3 (three) years w.e.f. ***. This period may be extended for a further period of additional 2 (two) years (subject to one year at a time) based on your performance and /or need of DMEO, NITI Aayog.

The terms of empanelment will be governed by the Agreement for Empanelment (proforma of which is enclosed in the RFP). Two sets of the same are enclosed herewith, you are requested to kindly sign the same and return both sets to NITI Aayog in acknowledgment and acceptance of the empanelment within 7 (seven) days of receipt of this Letter of Empanelment. One set of the executed version of the Agreement of Empanelment will be sent to you for your records.

Shri Raj Pal Singh
Senior Research Officer
Development Monitoring & Evaluation Office (DMEO)
C022, 5th floor, NITI Aayog, Sansad Marg
New Delhi, 110001
Email: dmeoeval-niti@gov.in

Schedule-3: Form of Agreement for Empanelment

(Refer Clause 2.29.1)

AGREEMENT

FOR

**Empanelment for Survey Institutions for Monitoring &
Evaluation of Government Programs**

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AGREEMENT

Empanelment for Survey Institutions for Monitoring & Evaluation of Government Programs

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the day of the month of 20..., between, on the one hand, the President of India acting through Development Monitoring & Evaluation Office (DMEO), NITI Aayog (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the “**Survey Institution**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority vide its Request for Proposal for Empanelment of Survey Institutions for Monitoring and Evaluation of Government Programs (hereinafter called the “**Empanelment**”) to support DMEO for conducting of qualitative and quantitative surveys (hereinafter called the “**Project**”);
- (B) the **Survey Institution** submitted its proposal for empanelment, whereby the **Survey Institution** represented to the Authority that it meets the eligibility criteria, had the required professional skills, and is in agreement to be empanelled. In the said proposal, the **Survey Institution** also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the **Survey Institution**, awarded the **Empanelment to the Survey Institution** vide its Letter of **Empanelment** dated (the “**LOE**”); and
- (D) in pursuance of the LOE, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. General

1.1 Definitions and Interpretation

- 1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:
 - (a) “**Additional Costs**” shall have the meaning set forth in Clause 6.1.2;
 - (b) “**Agreement**” means this Agreement, together with all the Annexes;
 - (c) “**Work Order Value**” shall have the meaning set forth in Clause 6.1.2;
 - (d) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
 - (e) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;

- (f) **“Conflict of Interest”** shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (g) **“Dispute”** shall have the meaning set forth in Clause 9.2.1;
- (h) **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) **“Government”** means the Government of
- (j) **“INR, Re. or Rs.”** means Indian Rupees;
- (k) **“Member”**, in case the Survey Institution consists of a joint venture or consortium of more than one entity, means any of these entities, and “Members” means all of these entities;
- (l) **“Party”** means the Authority or the Survey Institution, as the case may be, and Parties means both of them;
- (m) **“Personnel”** means persons hired by the Survey Institution or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (n) **“Resident Personnel”** means such persons who at the time of being so hired had their domicile inside India;
- (o) **“RFP”** means the Request for Proposal document in response to which the Survey Institution’s proposal for providing Services was accepted;
- (p) **“Services”** means the work to be performed by the Survey Institution pursuant to this Agreement, as described in the Terms of Reference hereto;
- (q) **“Subcontractor”** means any entity to which the Survey Institution subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
- (r) **“Third Party”** means any person or entity other than the Government, the Authority, the Survey Institution or a Subcontractor.
- (s) **“Project”** shall have the meaning set forth in clause 2.2
- (t) **“Project RFP”** means the Request for Proposal (RFP) for subsequent Projects
- (u) **“Terms of Reference”** shall have the meaning set forth in clause 3.1.2.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;

- (c) RFP; and
- (d) Letter of Empanelment.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Survey Institution. The Survey Institution shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Survey Institution shall be as set forth in the Agreement, in particular:

- (a) the Survey Institution shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Survey Institution in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Survey Institution, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Survey Institution's Representative set out below in Clause 1.10 or to such other person as the Survey Institution may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-

mail to the number as the Survey Institution may from time to time specify by notice to the Authority;

- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Survey Institution; provided that if the Survey Institution does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post, it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of the Project RFP and at such locations as are incidental thereto, including the offices of the Survey Institution. The Survey Institution shall, as and when requested by Authority, make available its Personnel/Key Personnel, at no additional fees, for conferences and meetings in connection with the Services at the office of Authority or elsewhere.

1.9 Authority of Member-in-charge

In case the Survey Institution consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Survey Institution's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10 Authorised Representatives

- 1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Survey Institution, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.
- 1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:
.....
.....
Tel:
Mobile:
Email:
- 1.10.3 The Survey Institution may designate one of its employees as Survey Institution's Representative. Unless otherwise notified, the Survey Institution's Representative shall be:
.....
.....
Tel:
Mobile:
Email:

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Survey Institution shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. Commencement, Completion and Termination of Agreement

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “**Effective Date**”).

2.2 Provision of Services

The Survey Institution shall provide Services under this Agreement as and when it receives a work order for a Project (the “Project”) from Authority, or as is otherwise required by Authority. The Survey Institution shall commence the Services within a period of 7 (seven) days from the Effective Date of the work order, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Survey Institution does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks’ notice to the Survey Institution, declare this Agreement to be null and void.

2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the expiry of 3 (three) years from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Survey Institution hereunder.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Survey Institution arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, 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 adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Subcontractor or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.
- (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 event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, 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.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Survey Institution shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than 30 (thirty) days after the Survey Institution has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Survey Institution, suspend all payments to the Survey Institution hereunder if the Survey Institution shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Survey Institution to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Survey Institution of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Survey Institution, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Survey Institution fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Survey Institution becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Survey Institution fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Survey Institution submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Survey Institution knows to be false;
- (e) any document, information, data or statement submitted by the Survey Institution in its Proposals, based on which the Survey Institution was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Survey Institution is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Survey Institution

The Survey Institution may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Survey Institution pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Survey Institution that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Survey Institution may have subsequently granted in writing) following the receipt by the Authority of the Survey Institution's notice specifying such breach;
- (c) as the result of Force Majeure, the Survey Institution is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 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, or which expressly survive such termination or expiration; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Survey Institution's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Survey Institution's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Survey Institution 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 Survey Institution and equipment and materials furnished by the Authority, the Survey Institution shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Survey Institution (after offsetting against these payments any amount that may be due from the Survey Institution to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Survey Institution's personnel.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Survey Institution

3.1 General

3.1.1 Standards of Performance

The Survey Institution shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Survey Institution shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Subcontractors or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Survey Institution is specified in the Terms of Reference (the "**TOR**") at Annex-1 of this Agreement, and that specific to a Project shall be specified in the Annex-1 of the Work Order. The Survey Institution shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Survey Institution shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Subcontractor, as well as the Personnel and agents of the Survey Institution and any Subcontractor, comply with the Applicable Laws.

3.2 Conflict of Interest

- 3.2.1 The Survey Institution shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Survey Institution and Affiliates not to be otherwise interested in the Project

The Survey Institution agrees that, during the term of this Agreement and after its termination, the Survey Institution or any Associate thereof and any entity affiliated with the Survey Institution, as well as any Subcontractor and any entity affiliated with such Subcontractor, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest;; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment; provided further that this restriction shall not apply to survey services provided to the Authority in continuation of the Project or to any subsequent survey services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Survey Institution shall include a partner in the Survey Institution or a person who holds more than 5% (five per cent) of the subscribed and paid-up share capital of the Survey Institution, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Survey Institution nor its Subcontractor, nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Survey Institution not to benefit from commissions, discounts, etc.

The remuneration of the Survey Institution pursuant to Clause 6 hereof shall constitute the Survey Institution's sole remuneration in connection with this Agreement or the Services and the Survey Institution shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Survey Institution shall use its best efforts to ensure that the Personnel and agents similarly shall not receive any such additional remuneration.

- 3.2.5 The Survey Institution and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Survey Institution, without being liable in any manner whatsoever to the Survey Institution, if it determines that the Survey Institution has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the

time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Survey Institution is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Survey Institution shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Survey Institution is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "**corrupt practice**" means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOE or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOE or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOE or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- (b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

- 3.3.1 The Survey Institution, its Subcontractors and the Personnel of either of them shall not, either during the term or within 5 (five) years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, documents, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Survey Institution, its Subcontractors and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Survey Institution is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.
- 3.3.2 Notwithstanding the aforesaid, the Survey Institution, its Subcontractors and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:
- (i) was in the public domain prior to its delivery to the Survey Institution, its Subcontractors and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Survey Institution, its Subcontractors and the Personnel of either of them;
 - (ii) was obtained from a third party with no known duty to maintain its confidentiality;
 - (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Survey Institution, its Subcontractors and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
 - (iv) is provided to the professional advisers, agents, auditors or representatives of the Survey Institution or its Subcontractors or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Survey Institution or its Subcontractors or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.
- 3.3.3. Without prejudice to the generality of the above clauses 3.3.1 and 3.3.2, the Survey Institution shall not, except with the prior sanction of Authority, or in the bonafide discharge of their duties, participate in a radio/T.V. broadcast/telecast or contribute an article or write a letter to a newspaper pseudonymously or in the name of any other person, if such book, article, broadcast/telecast or letter relates directly to the work pursuant to this Agreement, not only during the period of empanelment, but also thereafter.
- 3.3.4. Data contained in the assigned documents shall not be used by the Survey Institution, Personnel or any other person working with the Survey Institution in any capacity for any published materials including doctoral thesis or for any degree/diploma, etc.

3.4 Liability of the Survey Institution

- 3.4.1 The Survey Institution's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Survey Institution shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Survey Institution or on the part of any person or firm acting on behalf of the Survey Institution in carrying out the Services, the Survey Institution, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
- (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (a) the work order Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Survey Institution may be entitled to receive from any insurance maintained by the Survey Institution to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.
- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Survey Institution's liability, if any, for damage to Third Parties caused by the Survey Institution or any person or firm acting on behalf of the Survey Institution in carrying out the Services subject, however, to a limit equal to 3 (three) times the work order Value.

3.5 Insurance to be taken out by the Survey Institution

- 3.5.1 (a) Upon empanelment and subsequent award of a Project, the Survey Institution shall, for the duration of the Project, take out and maintain, and shall cause any Subcontractor to take out and maintain, at its (or the Subcontractor's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.
- (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Survey Institution shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of the work order.
- (c) If the Survey Institution fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Survey Institution, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Survey Institution, and the Survey Institution shall be liable to pay such amounts on demand by the Authority.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Survey Institution and the Survey Institution shall procure an undertaking from the insurance company to this effect; provided that in the event the Survey Institution has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three)

times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Survey Institution or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 1 (one) crore;
- (b) employer's liability and workers' compensation insurance in respect of the Personnel of the Survey Institution and of any Subcontractor, in accordance with Applicable Laws; and
- (c) professional liability insurance for an amount no less than the work order Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

3.6 Accounting, inspection and auditing

The Survey Institution shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Survey Institution's costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.7 Survey Institution's actions requiring the Authority's prior approval

The Survey Institution shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Professional Personnel as are not listed in Annex-2 of the work order.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Subcontractor and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Survey Institution shall remain fully liable for the performance of the Services by the Subcontractor and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement.

3.8 Reporting obligations

The Survey Institution shall submit to the Authority the reports and documents specified in the Agreement and in the work order, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Survey Institution to be property of the Authority

- 3.9.1 All plans, specifications, designs, reports and other documents (collectively referred to as “**Project Documents**”) prepared by the Survey Institution (or by the Subcontractors or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Project Documents shall vest with the Authority. Any Project Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Project Document is created and the Survey Institution agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Survey Institution.
- 3.9.2 The Survey Institution shall, not later than termination or expiration of this Agreement, deliver all Project Documents to the Authority, together with a detailed inventory thereof. The Survey Institution may retain a copy of such Project Documents. The Survey Institution, its Subcontractors or a Third Party shall not use these Project Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 3.9.3 The Survey Institution shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘Claims’) which may arise from or due to any unauthorised use of such Project Documents, or due to any breach or failure on part of the Survey Institution or its Subcontractors or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10 Equipment and materials furnished by the Authority

Equipment and materials made available to the Survey Institution by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Survey Institution shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Survey Institution shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.11 Providing access to Project Office and Personnel

The Survey Institution shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority’s official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Survey Institution and verify the records relating to the Services for his satisfaction.

3.12 Accuracy of Documents

The Survey Institution shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other

details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Survey Institution or arises out of its failure to conform to good industry practice. The Survey Institution shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey/investigations.

4. Survey Institution's Personnel and Subcontractors

4.1 General

The Survey Institution shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

- 4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Survey Institution's Personnel shall be described in Annex-2 of the work order. The estimate of Personnel costs and person day rates shall be specified in Annex-3 of the work order.
- 4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 of the work order may be made by the Survey Institution by written notice to the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the work order Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.
- 4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the work order may be increased by agreement in writing between the Authority and the Survey Institution, provided that any such increase shall not, except as otherwise agreed, cause payments under the respective work order to exceed the work order Value set forth in Clause 6.1.2.
- 4.2.4 The Survey Institution shall be solely responsible for remuneration/fee of the Personnel without any liability whatsoever to the Authority.

4.3 Approval of Personnel

- 4.3.1 The Professional Personnel listed in Annex-2 of the work order shall be considered hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.
- 4.3.2 If the Survey Institution hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-II (Form-3) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Survey Institution may propose an alternative person for the Authority's consideration. In the

event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Project. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Survey Institution and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 50% (fifty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Survey Institution's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the person days of service set forth in Annex-2 of the work order. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Authority, and the Survey Institution shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Resident Team Leader and Project Manager

The person designated as the Team Leader of the Survey Institution's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Survey Institution shall designate a suitable person as Project Manager (the "**Project Manager**") who shall be responsible for day-to-day performance of the Services.

4.7 Subcontractors

Subcontractors listed in Annex-7 of the work order shall be deemed approved by the Authority. The Survey Institution may, with prior written approval of the Authority, engage additional Subcontractors or substitute an existing Subcontractor. The hiring of Personnel by the Subcontractors shall be subject to the same conditions as applicable to Personnel of the Survey Institution under this Clause 4.

5. Obligations of the Authority

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Survey Institution, its Subcontractors and the Personnel with work permits and such other documents as may be necessary to enable the Survey Institution, its Subcontractors or the Personnel to perform the Services;

- (b) facilitate prompt clearance through customs of any property required for the Services;
and
- (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.

5.2 Access to land and property

The Authority warrants that the Survey Institution shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Survey Institution as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Survey Institution as a result thereof pursuant to Clause 6.1.3.

5.3 Change in Applicable Law

If, after the date of this Agreement or the work order, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Survey Institution in performing the Services, by an amount exceeding 2% (two per cent) of the work order Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Survey Institution under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid work order Value.

5.4 Payment

In consideration of the Services performed by the Survey Institution under this Agreement, the Authority shall make to the Survey Institution such payments and in such manner as is provided in Clause 6 of this Agreement.

6. Payment to the Survey Institution

6.1 Cost estimates and work order Value

- 6.1.1 An abstract of the cost of the Services payable to the Survey Institution shall be set forth in the Annex-4 of the work order.
- 6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the work order value (the “**Work Order Value**”) as specified in the work order. The Parties agree that the work order value does not include the Additional Costs specified in Annex-4 of the work order (the “**Additional Costs**”).
- 6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Survey Institution in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the work order Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Survey Institution shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:

- (a) A Mobilisation Advance for an amount upto 10% (ten per cent) of the work order Value shall be paid to the Survey Institution on request and against a Bank Guarantee from a Scheduled Bank in India in an amount equal to such advance, such Bank Guarantee to remain effective until the advance payment has been fully set off as provided herein. The advance outstanding shall attract simple interest @ 10% (ten per cent) per annum and shall be adjusted in four equal instalments from the first four stage payments due and payable to the Survey Institution, and the accrued interest shall be recovered from the fifth instalment due and payable thereafter.
- (b) The Survey Institution shall be paid for its services as per the Payment Schedule at Annex-5 of the work order, subject to the Survey Institution fulfilling the following conditions:
 - (i) No payment shall be due for the next stage till the Survey Institution completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
 - (ii) The Authority shall pay to the Survey Institution, only the undisputed amount.
- (c) The Authority shall cause the payment due to the Survey Institution to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**Due Date**”). Interest at the rate of 10% (ten per cent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such Due Date.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Survey Institution and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Survey Institution specifying in detail, the deficiencies in the Services. The Survey Institution shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- (e) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Survey Institution to the Authority within 30 (thirty) days after receipt by the Survey Institution of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (d). Any delay by the Survey Institution in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (f) A certain portion of the work order Value shall be earmarked as Final Payment to be made to the Survey Institution upon completion of Services. In the event of non-completion of Services within 2 (two) years of the Effective Date, the Final Payment

shall not become due to the Survey Institution, save and except the costs incurred for meeting its reimbursable expenses during the period after expiry of 24 (twenty-four) months from the Effective Date, including travel costs and personnel costs, at the agreed rates.

- (g) All payments under the work order shall be made to the account of the Survey Institution as may be notified to the Authority by the Survey Institution.

7. Liquidated Damages and Penalties

7.1 Performance Security

7.1.1 The Authority shall retain by way of performance security (the “**Performance Security**”), 3% (three per cent) of all the amounts due and payable to the Survey Institution, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Survey Institution at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Survey Institution hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

7.1.2 The Survey Institution may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-6 of the work order.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation or plagiarism is detected in the data, data analysis or reports, submitted by the Survey Institution and such error or variation is the result of negligence or lack of due diligence on the part of the Survey Institution, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Survey Institution by way of deemed liquidated damages, subject to a maximum of the work order Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1% (one per cent) of the work order Value per week, subject to a maximum of 10% (ten per cent) of the work order Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. In case of delay, Authority may, in its sole discretion, decide to cancel the work order for the particular Project without any liability to the Survey Institution. However, in case of delay due to reasons beyond the control of the Survey Institution, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Survey Institution in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Survey Institution for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. Fairness and Good Faith

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement 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 failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. Settlement of Disputes

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

- 9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.
- 9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon CEO, NITI Aayog and the Chairman of the Board of Directors of the Survey Institution or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the

Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be a sole arbitrator whose appointment or an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment²⁰ shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Survey Institution and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The Survey Institution and the Authority agree that an Award may be enforced against the Survey Institution and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
Survey Institution:

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

SIGNED, SEALED AND DELIVERED

For and on behalf of
Authority

(Signature)
(Name)
(Designation)
(Address)

2.

²⁰ Where the work order value specified in Clause 6.1.2 of this Agreement is expected to be less than Rs. 2 crores, the provision for a sole arbitrator shall be retained and where the work order value is likely to be more than Rs. 2 crores, the provision for a Board shall be retained.

Annex-1: Terms of Reference of Empanelment²¹

(Refer Clause 3.1.2)

(Reproduce as per RFP for Empanelment)

²¹ The TOR is indicative and may be suitably modified in the work orders of respective Assignments to meet Assignment specific requirements.

Schedule-4: Form of Work Order for the Project

(Refer Clause 2.1.3)

WORK ORDER

FOR

Conducting Surveys for

.....

Conducting Surveys for
.....

Work Order to Undertake [Name of Project]

The Development Monitoring & Evaluation Office (DMEO), NITI Aayog, (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) has:

- (A) Requested for Proposals dated 20..., for conducting qualitative and/or quantitative surveys (hereinafter called the “**Survey**”) for the Project (hereinafter called the “**Project**”);
- (B) the **Survey Institution** submitted its proposal for the aforesaid work, whereby the **Survey Institution** represented to the Authority that it meets the eligibility criteria, had the required professional skills, and in the said proposal, the **Survey Institution** also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP, the Agreement and the Order;

NOW, THEREFORE, the Authority hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this work order.
 - Annex-1: Terms of Reference
 - Annex-2: Deployment of Personnel
 - Annex-3: Estimate of Personnel Costs
 - Annex-4: Cost of Services
 - Annex-5: Payment Schedule
 - Annex-6: Bank Guarantee for Performance Security
 - Annex-7: Approved Subcontractor(s)
2. This Order is entered into pursuant to the Agreement for ‘**Empanelment for Survey Institutions for Monitoring & Evaluation of Government Programs**’ dated 20..., between the Authority and the Survey Institution. Terms used in the Agreement shall have the same meaning herein.
3. The mutual rights and obligations of the Authority and the Survey Institution shall be as set forth in the Agreement and in the work order, in particular:
 - (a) The Survey Institution shall carry out the work in accordance with the provisions of the Agreement and the work order; and
 - (b) Client will make payments to the Survey Institution in accordance with the provisions of the work order.

Signed for and on behalf of
Survey Institution:

(Signature)
(Name)
(Designation)
(Address)

Signed for and on behalf of
Authority

(Signature)
(Name)
(Designation)
(Address)

Annex-1: Terms of Reference of the Project

(Refer Clause 3.1.2)

(Reproduce as per Project RFP)

Annex-2: Deployment of Personnel

(Refer Clause 4.2)

(Reproduce as per Form-4 of Appendix-II)

Annex-3: Estimate of Personnel Costs

(Refer Clause 4.2)

(Reproduce as per Form-3 of Appendix-III)

Annex-4: Cost of Services

(Refer Clause 6.1)

(Reproduce as per Form-2 of Appendix-III)

Annex-5: Payment Schedule

(Refer Clause 6.3)

(Reproduce as per Project RFP)

Annex-6: Bank Guarantee for Performance Security

(Refer Clause 7.1.2)

To

[The President of India /Governor of]

acting through

.....
.....
.....

In consideration of acting on behalf of the [President of India/Governor of] (hereinafter referred as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at (hereinafter referred as the “**Survey Institution**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. dated (hereinafter referred to as the “**Agreement**”) and subsequent work order valued at Rs. (Rupees) the assignment for survey services in respect of the Project, and the Survey Institution having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.

We, (hereinafter referred to as the “**Bank**”) at the request of the Survey Institution do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Survey Institution of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Survey Institution of any of the terms or conditions contained in the said Agreement or by reason of the Survey Institution’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

3. We, (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Survey Institution in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Survey Institution shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have

been fully and properly carried out by the said Survey Institution and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Survey Institution from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Survey Institution and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Survey Institution or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Survey Institution or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Survey Institution(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [..... (indicate the date falling 365 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Annex-7: Approved Subcontractor(s)

(Refer Clause 6.3)

(Reproduce as per Form-9 of Appendix-I)

Schedule-5: Guidance Note on Conflict of Interest

(Refer Clause 2.3.3)

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Survey Institutions should be deemed to be in a conflict-of-interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Survey Institutions should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a Survey Institution or between Survey Institutions and present or future contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and Survey Institutions:
 - (i) Potential Survey Institution should not be privy to information from the Authority which is not available to others;
 - (ii) potential Survey Institution should not have defined the project when earlier working for the Authority;
 - (iii) potential Survey Institution should not have recently worked for the Authority overseeing the project.
 - (b) Survey Institutions and contractors:
 - (i) No Survey Institution should have an ownership interest or a continuing business interest or an on-going relationship with a potential contractor save and except relationships restricted to project-specific and short-term assignments; or
 - (ii) no Survey Institution should be involved in owning or operating entities resulting from the project; or
 - (iii) no Survey Institution should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.
4. The normal way to identify conflicts of interest is through self-declaration by Survey Institutions. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the Survey Institutions become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the Survey Institution’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable

of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a Survey Institution coupled with provision of safeguards to the satisfaction of the Authority.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if Survey Institutions drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when Survey Institutions advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the Survey Institutions. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for Survey Institutions to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Survey Institutions should not only avoid any conflict of interest but should also report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

Appendices

Appendix-I: Technical Proposal for Empanelment

(Refer Clause 2.1.3)

Form-1:

Letter of Proposal for Empanelment

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Subject: "RFP for Empanelment of Survey Institutions for Monitoring & Evaluation of Government Programs"

Dear Sir,

With reference to your RFP Document dated, I/ we, having examined all relevant documents and understood their contents, hereby submit our Proposal for Empanelment as Survey Institution for conducting qualitative of quantitative surveys for DMEO. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of empanelment as the Survey Institution for the aforesaid Services.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for

proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Survey Institution, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Survey Institution.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.²²§
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the empanelment of Survey Institution or in connection with the Selection Process itself in respect of the above-mentioned Services.
14. The Bid Security Declaration Form is attached, in accordance with the RFP document.
15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the empanelment is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
17. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
18. In the event of my/our institution/ consortium being empaneled as the Survey Institution, I/we agree to enter into an agreement in accordance with the form at Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
19. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any

²²§ In case the Applicant is unable to provide the certification specified in Paragraph 12, it may precede the Paragraph by the words viz. —Except as specified in Schedule hereto. The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Applicant for pre-qualification hereunder.

documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Empanelment.

20. This Technical Proposal shall constitute the Application for Empanelment which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
(Name and seal of the Applicant/Lead Member)

APPENDIX-I

Form-2:
Particulars of the Applicant
(To be submitted in attached excel format)

1.1	Title of RFP: Empanelment of Survey Institutions
1.2	Nature of Work: Qualitative and Quantitative Surveys
1.3	State whether applying as Sole Institution or Lead Member of consortium: Sole Institution or Lead Member of a consortium
1.4	<p>State the following:</p> <p>Details of the Applicant -</p> <p>Name of the Institution:</p> <p>Legal status (e.g., incorporated private company, unincorporated business, partnership etc.):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Year of commencement of field surveys:</p> <p>Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business (in not more than 500 characters)</p> <p>Details of the Authorized signatory of the Applicant -</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>E-mail address:</p>
1.5	<p>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Institutions:</p> <p>(i) Name of Institution:</p> <p>(ii) Legal Status and country of incorporation:</p> <p>(iii) Registered address and principal place of business:</p>

1.6	For the Applicant, (in case of a consortium, for each Member), state the following information:	
	(i) In case of non-Indian Institution, does the Institution have business presence in India? If so, provide the office address(es) in India.	Yes/No
	(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last three years?	Yes/No
	(iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last three years?	Yes/No
	(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?	Yes/No
	(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last three years?	Yes/No
	Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this empanelment.	
1.7	(i) Does the Applicant's Institution /company (or any member of the consortium) combine functions as a Survey Institution along with the functions as a contractor and/or a manufacturer?	Yes/No
	(ii) If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a Survey Institution to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on the Projects in any other capacity?	Yes/No
1.8	(i) Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Services?	Yes/No
	(ii) If yes, does the Applicant agree that it will only be acceptable as Survey Institution, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on the Projects (including tendering relating to any goods or services for any other part of the Project) other than that of the Survey Institution?	Yes/No
	(iii) If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on the Projects and they agree to limit their role to that of Survey Institution for the Authority only?	Yes/No
1.9	Key Personnel (as defined in Clause 2.1.4) (Details to be provided in Form-6)	
	(i) Strength of Key Personnel (Provide count of Key Personnel on Payrolls of Applicant Institution ²³ on the date of Application)	

²³ For only permanent employees on payrolls of Applicant; Exclude subcontractors or contractual employees

	<ul style="list-style-type: none"> • Team Leader/Project-in-Charge 							
	<ul style="list-style-type: none"> • Research/Monitoring & Evaluation (M&E) Expert 							
	<ul style="list-style-type: none"> • Senior Data Analyst 							
	<ul style="list-style-type: none"> • Field Manager 							
	<ul style="list-style-type: none"> • Total Strength 							
	(ii) Average Work Experience of Key Personnel (in years)							
1.10	<p>States/UTs Experience in Field Surveys:</p> <p>States/Union Territories (UTs) where the Applicant possesses Survey Team²⁴ to conduct field-based, in-person surveys, and has conducted at least one Eligible Assignment²⁵ in such States/UTs (Please indicate Yes/No as relevant)</p> <table border="1"> <tr> <td> <p>North & Central</p> <input type="checkbox"/> Chandigarh <input type="checkbox"/> Chhattisgarh <input type="checkbox"/> Delhi <input type="checkbox"/> Haryana <input type="checkbox"/> Madhya Pradesh <input type="checkbox"/> Punjab <input type="checkbox"/> Uttar Pradesh</td> <td> <p>South</p> <input type="checkbox"/> Andhra Pradesh <input type="checkbox"/> Karnataka <input type="checkbox"/> Kerala <input type="checkbox"/> Lakshadweep <input type="checkbox"/> Puducherry <input type="checkbox"/> Tamil Nadu <input type="checkbox"/> Telangana</td> <td> <p>East</p> <input type="checkbox"/> Andaman & Nicobar Islands <input type="checkbox"/> Bihar <input type="checkbox"/> Jharkhand <input type="checkbox"/> Orissa <input type="checkbox"/> West Bengal</td> </tr> <tr> <td> <p>West</p> <input type="checkbox"/> Dadra & Nagar Haveli and Daman & Diu <input type="checkbox"/> Goa <input type="checkbox"/> Gujarat <input type="checkbox"/> Maharashtra <input type="checkbox"/> Rajasthan</td> <td> <p>North East</p> <input type="checkbox"/> Arunachal Pradesh <input type="checkbox"/> Assam <input type="checkbox"/> Manipur <input type="checkbox"/> Meghalaya <input type="checkbox"/> Mizoram <input type="checkbox"/> Nagaland <input type="checkbox"/> Sikkim <input type="checkbox"/> Tripura</td> <td> <p>Northern Hilly States</p> <input type="checkbox"/> Himachal Pradesh <input type="checkbox"/> Jammu & Kashmir <input type="checkbox"/> Ladakh <input type="checkbox"/> Uttarakhand</td> </tr> </table>		<p>North & Central</p> <input type="checkbox"/> Chandigarh <input type="checkbox"/> Chhattisgarh <input type="checkbox"/> Delhi <input type="checkbox"/> Haryana <input type="checkbox"/> Madhya Pradesh <input type="checkbox"/> Punjab <input type="checkbox"/> Uttar Pradesh	<p>South</p> <input type="checkbox"/> Andhra Pradesh <input type="checkbox"/> Karnataka <input type="checkbox"/> Kerala <input type="checkbox"/> Lakshadweep <input type="checkbox"/> Puducherry <input type="checkbox"/> Tamil Nadu <input type="checkbox"/> Telangana	<p>East</p> <input type="checkbox"/> Andaman & Nicobar Islands <input type="checkbox"/> Bihar <input type="checkbox"/> Jharkhand <input type="checkbox"/> Orissa <input type="checkbox"/> West Bengal	<p>West</p> <input type="checkbox"/> Dadra & Nagar Haveli and Daman & Diu <input type="checkbox"/> Goa <input type="checkbox"/> Gujarat <input type="checkbox"/> Maharashtra <input type="checkbox"/> Rajasthan	<p>North East</p> <input type="checkbox"/> Arunachal Pradesh <input type="checkbox"/> Assam <input type="checkbox"/> Manipur <input type="checkbox"/> Meghalaya <input type="checkbox"/> Mizoram <input type="checkbox"/> Nagaland <input type="checkbox"/> Sikkim <input type="checkbox"/> Tripura	<p>Northern Hilly States</p> <input type="checkbox"/> Himachal Pradesh <input type="checkbox"/> Jammu & Kashmir <input type="checkbox"/> Ladakh <input type="checkbox"/> Uttarakhand
<p>North & Central</p> <input type="checkbox"/> Chandigarh <input type="checkbox"/> Chhattisgarh <input type="checkbox"/> Delhi <input type="checkbox"/> Haryana <input type="checkbox"/> Madhya Pradesh <input type="checkbox"/> Punjab <input type="checkbox"/> Uttar Pradesh	<p>South</p> <input type="checkbox"/> Andhra Pradesh <input type="checkbox"/> Karnataka <input type="checkbox"/> Kerala <input type="checkbox"/> Lakshadweep <input type="checkbox"/> Puducherry <input type="checkbox"/> Tamil Nadu <input type="checkbox"/> Telangana	<p>East</p> <input type="checkbox"/> Andaman & Nicobar Islands <input type="checkbox"/> Bihar <input type="checkbox"/> Jharkhand <input type="checkbox"/> Orissa <input type="checkbox"/> West Bengal						
<p>West</p> <input type="checkbox"/> Dadra & Nagar Haveli and Daman & Diu <input type="checkbox"/> Goa <input type="checkbox"/> Gujarat <input type="checkbox"/> Maharashtra <input type="checkbox"/> Rajasthan	<p>North East</p> <input type="checkbox"/> Arunachal Pradesh <input type="checkbox"/> Assam <input type="checkbox"/> Manipur <input type="checkbox"/> Meghalaya <input type="checkbox"/> Mizoram <input type="checkbox"/> Nagaland <input type="checkbox"/> Sikkim <input type="checkbox"/> Tripura	<p>Northern Hilly States</p> <input type="checkbox"/> Himachal Pradesh <input type="checkbox"/> Jammu & Kashmir <input type="checkbox"/> Ladakh <input type="checkbox"/> Uttarakhand						
1.11	<p>Network of Own Field Offices:</p> <p>1.Total number of field offices across India - 2. Number of States/UTs covered - (List of field offices along with their addresses to be provided in Form-9)</p>							
1.12	<p>Experience in Types of Surveys:</p> <p>Types of Surveys where the Applicant possesses Survey Team²⁶ to conduct field-based, in-person surveys, and has conducted at least three Eligible Assignments²⁷ in such Types of Surveys (Please indicate Yes/No as relevant)</p> <input type="checkbox"/> Household Surveys <input type="checkbox"/> Establishment Surveys <input type="checkbox"/> Facility Surveys <input type="checkbox"/> Key Informant Interviews/Structured Surveys/Interviews <input type="checkbox"/> Focus Group Discussions							

²⁴ As defined in Clause 2.1.4

²⁵ As defined in Clause 3.1.4; Details of respective Eligible Assignments to be provided in Appendix-I, Form-8

²⁶ As defined in Clause 2.14

²⁷ As defined in Clause 3.1.4; Details of respective Eligible Assignments to be provided in Appendix-I, Form-8

1.13	<p>Sectoral Experience in Field Surveys:</p> <p>Sectors in which the Applicant possesses Survey Team²⁸ to conduct field-based, in-person surveys, and has conducted at least one Eligible Assignment²⁹ in such Sectors (Please indicate Yes/No as relevant)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Agriculture & Allied Activities (includes Animal Husbandry, Livestock and Livestock Products, Fisheries, Integrated Watershed Management and Irrigation, etc.) <input type="checkbox"/> Drinking Water, Sanitation and Hygiene <input type="checkbox"/> Education and Skills Development <input type="checkbox"/> Employment and Livelihoods <input type="checkbox"/> Energy (includes Electrification, PNG/CNG/LPG, Solar Energy, Wind Energy, etc.) <input type="checkbox"/> Environment, Forest and Climate Change <input type="checkbox"/> Financial Services (includes Financial Inclusion, Banking, MFI, etc.) <input type="checkbox"/> Health and Nutrition <input type="checkbox"/> Housing <input type="checkbox"/> Industry, Trade and Commerce (Includes Manufacturing and Services) <input type="checkbox"/> Infrastructure (Includes Roads & Highways, Railways, Shipping - Ports & Inland Waterways, Digital Connectivity Infrastructure, Airports, etc.) <input type="checkbox"/> Internal Security and Home Affairs <input type="checkbox"/> Justice Delivery / Judiciary <input type="checkbox"/> Mining & Minerals <input type="checkbox"/> Rural Development <input type="checkbox"/> Social Inclusion <input type="checkbox"/> Tourism, Travel and Hospitality <input type="checkbox"/> Urban Transformation <input type="checkbox"/> Water Resources <input type="checkbox"/> Women and Child Development <input type="checkbox"/> Others, specify _____
1.14	<p>Does the Applicant have a provision for a panel of respondents (Households or Establishments) which can be surveyed repeatedly over time?</p> <ul style="list-style-type: none"> <input type="checkbox"/> Yes <input type="checkbox"/> No <p>If Yes, provide more details about the panel below: (in not more than 500 characters)</p>
	<p>This is to certify that the aforesaid information is true and correct to the best of my knowledge and belief.</p> <p style="text-align: right;">(Signature, name and designation of the authorised signatory) For and on behalf of</p>

²⁸ As defined in Clause 2.1.4

²⁹ As defined in Clause 3.1.4; Details of respective Eligible Assignments to be provided in Appendix-I, Form-8

APPENDIX-I

Form-3:
Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

.....

.....

.....

Dear Sir,

Sub: RFP for Empanelment of Survey Institutions for Monitoring & Evaluation of Government Programs

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, the constitution of which has been described in the Proposal³⁰), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that(insert individual's name) will act as our Authorised

Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory) For and on behalf of

.....

³⁰\$ Please strike out whichever is not applicable

APPENDIX-I

Form-4:
Power of Attorney

Know all men by these presents, we, (name of Institution and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr/Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Empanelled Survey Institution to support DMEO in conducting of qualitative and quantitative surveys, proposed by the (the “**Authority**”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted
.....
(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-I

Form-5:
Financial Capacity of the Applicant
(To be submitted in attached excel format)

(Refer Clause 2.2.2 (B))

S. No.	Financial Year	Annual Revenue (In Rs. crores)
1.		
2.		
3.		

Certificate from the Statutory Auditor[§]

This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm Date:

(Signature, name and designation of the authorised signatory)

[§] In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: Please do not attach any printed Annual Financial Statement. In case relevant extracts of duly audited Annual Financial Statements containing the requisite details are provided, duly countersigned by the authorised signatory, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.3.

APPENDIX-I

Form-6:

Particulars of Key Personnel³¹ on Payrolls of Applicant

(To be submitted in attached excel format)

S. No.	State	City	Designation of Key Personnel (viz. Team Leader, Research / M&E Expert, Senior Data Analyst, Field Manager)	Total Count of Key Personnel by Role	Breakup by Educational Qualification ³²		Breakup by No. of years of experience		
					PhDs	Post Graduates	>15 years	10-15 years	5-10 years ³³
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

³¹ For only permanent employees on payrolls of Applicant; Exclude subcontractors or contractual employees

³² For degrees obtained from the accredited foreign Boards/universities, the Applicant shall furnish a self-declaration on the academic equivalence to the 'Minimum Educational Qualifications' as defined in Clause 2.1.4, at the time of submitting proposal for Project RFP.

³³ Not applicable for Team Leader since the minimum Length of Professional Experience for Team Leader is 10 years

APPENDIX-I

Form-7:

Institution's Survey Capabilities and Mechanisms for Data Quality Assurance

(To be submitted in attached excel format)

(Refer Point 2 of Clause 3.1.3)

1.	<p>Methodologies for Data Collection: Select from the interview modes provided below, those where the Applicant possesses technical expertise, requisite systems/applications and experience <i>(Please indicate Yes/No as relevant)</i></p>		
	<p> <input type="checkbox"/> CAPI (Computer Assisted Personal Interview) <input type="checkbox"/> CATI (Computer Assisted Telephone Interview) <input type="checkbox"/> CAWI (Computer Assisted Web Interview) <input type="checkbox"/> IVRS (Interactive Voice Response System) <input type="checkbox"/> PAPI (Pen-and-Paper Personal Interview) <input type="checkbox"/> CASI (Computer Assisted Self interview) ³⁴ <input type="checkbox"/> Others, specify _____ </p>		
2.	<p>Quantitative and Qualitative Data Quality Assurance Techniques: Select from the list provided below, those mechanisms as employed by the Applicant for data quality assurance? <i>(Please indicate Yes/No as relevant)</i></p>		
	<p> <input type="checkbox"/> Real-time tracking of enumerator movements <input type="checkbox"/> Comprehensive Videography and Photography with Geo-tagging <input type="checkbox"/> Real-time updation of data onto the servers <input type="checkbox"/> Concurrent monitoring of data quality <input type="checkbox"/> Automated rules/algorithms for flagging of data anomalies for review <input type="checkbox"/> Random checking of record data and transcribed interviews by supervisor <input type="checkbox"/> Automated detecting of patterns in data submission and flagging for review <input type="checkbox"/> Others, specify _____ </p>		
3.	<p>Data Analysis & Visualization Platforms: Select from the list provided below, those platforms where the Applicant possesses inhouse expertise and experience. <i>(Please indicate Yes/No as relevant)</i></p>		
	<p>Quantitative Data Analysis</p> <p> <input type="checkbox"/> STATA <input type="checkbox"/> SPSS <input type="checkbox"/> R <input type="checkbox"/> Python <input type="checkbox"/> SAS <input type="checkbox"/> MS Office (Excel) <input type="checkbox"/> Others _____ </p>	<p>Qualitative Data Analysis</p> <p> <input type="checkbox"/> NVivo <input type="checkbox"/> ATLAS.ti <input type="checkbox"/> MAXQDA <input type="checkbox"/> Taguette <input type="checkbox"/> Others _____ </p>	<p>Data Visualization & Dashboard</p> <p> <input type="checkbox"/> PowerBI <input type="checkbox"/> Tableau <input type="checkbox"/> QlikView <input type="checkbox"/> Others _____ </p>

³⁴ Includes ACASI=audio computer-assisted self-interview; VCASI=video computer-assisted self-interview AVCASI=audio-video computer-assisted self-interview

4.	<p>Does the Applicant possess previous experience of using more than 100 handheld devices for a particular survey, and setting up of dedicated secure servers, real-time dashboards, online data analysis and schematics for nation-wide social surveys?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>If Yes, provide details below of one such Assignment below: <i>(in not more than 500 characters)</i></p>
5.	<p>Does the Applicant have an in-house technical team to ensure scripting, data collection, compilation, aggregation, analysis and dashboard development for Surveys?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>If Yes, provide details about their capabilities below: <i>(in not more than 500 characters)</i></p>
6.	<p>Quality Certification / Accreditation / Compliance: Select from the list provided below, those quality certifications / accreditations / compliance as secured or possessed by the Applicant: <i>(Please indicate Yes/No as relevant)</i></p> <p><input type="checkbox"/> ISO Certification (List all relevant ISO Certifications below)</p> <p>_____</p> <p><input type="checkbox"/> Compliance to MRSI Code of conduct <input type="checkbox"/> Compliance to the ICC/ESOMAR International Code on Market, Opinion and Social Research and Data Analytics <input type="checkbox"/> Compliance to GDPR (The General Data Protection Regulation)</p> <p>Self-attested copy of ISO Certificate(s) and other supporting documents for above Certifications / Accreditations / Compliance valid as on the date to be attached.</p>
7.	<p>Data Management and Security Protocols: Select from the list provided below, those data management and security practices as adopted by the Applicant? <i>(Please indicate Yes/No as relevant)</i></p> <p><input type="checkbox"/> Mobile Device Management (MDM) <input type="checkbox"/> Encryption of data on the portable devices <input type="checkbox"/> Restricted Data Access and Controls <input type="checkbox"/> In-country Data Hosting <input type="checkbox"/> Password Protection on data collection and storage devices <input type="checkbox"/> Storing of Respondent Consent electronically <input type="checkbox"/> PII (Personally Identifiable Information) Security Controls <input type="checkbox"/> Data Loss Prevention and Backup Recovery <input type="checkbox"/> Others _____</p>

Note: Points will be deducted for writing lengthy and out of context responses.

APPENDIX-I

Form-8:

Abstract of Eligible Assignments of the Applicant^{\$}

(To be submitted in attached excel format)

(Refer Clause 3.1.4)

Note: Please ensure only one line item per Eligible Assignment. In case of an Eligible Assignment belonging to multiple survey types or and States/UTs, all such options to be ticked or provided in the respective columns.

S. No	Name of Project	Name of Client and Address	Name and Telephone no. of Client Representative	Start Date dd/mm/yyyy	End Date dd/mm/yyyy	Survey Size	Client Category ³⁵	Type of Surveys ³⁶	States/ UTs Covered ³⁷	Sector ³⁸	Professional fees ^{\$\$} received by the Applicant (in Rs. lakhs)	Brief description of the Project (in not more than 1000 characters)	Description of services performed by the Applicant Institution (in not more than 1000 characters)
(1)	(2) ^{\$}	(3.1)	(3.2)	(4.1)	(4.2)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
1													
2													
3													

³⁵ As defined in the Glossary and Clause 3.1.4

³⁶ Select from list as provided in Appendix-I - Form-2 Point 1.12, as appropriate for respective Eligible Assignment; Multiple States/ UTs can be selected

³⁷ Select from list as provided in Appendix-I - Form-2 Point 1.10, as appropriate for respective Eligible Assignment; Multiple Survey Types can be selected

³⁸ Select from list as provided in Appendix-I - Form-2 Point 1.13, as appropriate for respective Eligible Assignment

S. No	Name of Project	Name of Client and Address	Name and Telephone no. of Client Representative	Start Date dd/mm/yyyy	End Date dd/mm/yyyy	Survey Size	Client Category ³⁵	Type of Surveys ³⁶	States/ UTs Covered ³⁷	Sector ³⁸	Professional fees ^{\$\$} received by the Applicant (in Rs. lakhs)	Brief description of the Project (in not more than 1000 characters)	Description of services performed by the Applicant Institution (in not more than 1000 characters)
(1)	(2) ^{\$}	(3.1)	(3.2)	(4.1)	(4.2)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
4													
5													
6													
7													
8													
...													

^{\$} The Applicant should provide details of only those projects that have been undertaken by it under its own name.

^{\$\$} Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

Certificate from the Statutory Auditor^{\$}

This is to certify that the information contained in Column 10 above is correct as per the accounts of the Applicant and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

^{\$}In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

APPENDIX-I

Form-9:
Details of Applicant's Own Field Offices
(To be submitted in attached excel format)

S. No.	States / UTs	City	Address of Field Office
1			
2			
3			
4			
5			
6			
7			
...			

APPENDIX-I

Form-10:
Bid Security Declaration Form

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

**Subject: Bid Securing Declaration for "RFP for Empanelment of Survey Institutions for
Monitoring & Evaluation of Government Programs"**

Dear Sir,

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, proposals must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our proposal during the period of proposal validity specified in the RFP; or
- (b) having been notified of the acceptance of our proposal by the Authority during the period of proposal validity (i) fail or refuse to execute the Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to the Applicants.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not empaneled, upon the earlier of (i) the receipt of your notification of the Empanelment List; or (ii) thirty days after the expiration of the validity of my/our Bid.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
(Name and seal of the Applicant/Lead Member)

Appendix-II: Technical Proposal for Project
(For Project Purposes Only; Shouldn't be submitted at the time of Empanelment)

Form-1:
Letter of Proposal for Project

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Subject: "RFP for"

Dear Sir,

With reference to your RFP Document dated, I/ we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Survey Institution for the Project. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Survey Institution for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the RFP Document for Empanelment;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document for Empanelment, in respect of any tender or request for proposal issued by or any agreement entered into

with the Authority or any other public sector enterprise or any government, Central or State; and

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP for Empanelment, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Survey Institution, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document for Empanelment.
9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Survey Institution.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.³⁹§
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Survey Institution or in connection with the Selection Process itself in respect of the above-mentioned Project.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the Project RFP.
16. In the event of my/our institution/ consortium being selected as the Survey Institution, I/we agree to enter into an agreement in accordance with the form at Schedule–4 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
17. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Project.

³⁹§ In case the Applicant is unable to provide the certification specified in Paragraph 12, it may precede the Paragraph by the words viz. —Except as specified in Schedule hereto. The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Applicant for pre-qualification hereunder.

18. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
(Name and seal of the Applicant/Lead Member)

APPENDIX-II

(For Project Purposes Only; Shouldn't be submitted at the time of Empanelment)

Form-2:

Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification ⁴⁰	Length of Professional Experience	Present Employment		No. of Eligible Assignments ^{\$}
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

^{\$}Refer Form-3 of Appendix-II: Curriculum Vitae (CV) of Key Personnel

⁴⁰ For degrees obtained from the accredited foreign Boards/universities, the applicant shall furnish a self-declaration on the academic equivalence to the 'Minimum Educational Qualifications' as defined in Clause 2.1.4.

APPENDIX-II

(For Project Purposes Only; Shouldn't be submitted at the time of Empanelment)

**Form-3:
Curriculum Vitae (CV) of Key Personnel**

1. **Proposed Position:**

2. **Name of Personnel:**

3. **Date of Birth:**

4. **Nationality:**

5. **Educational Qualifications:**

6. **Employment Record:**

(Starting with present position, list in reverse order every employment held.)

7. **List of all Assignments on which the Personnel has worked:**

S No	Name of the project	Name of Client	Name of Firm where employed	Designation of the Key Personnel on the assignment	Start Date of Services (dd/mm/yyyy)	End Date of Services (dd/mm/yyyy)	Estimated cost of project (in Rs. lakhs)	Brief description of the Project (in not more than 1000 characters)	Description of services performed by the Key Personnel (in not more than 1000 characters)

8. **Details of the current assignment and the time duration for which services are required for the current assignment.**

Certification:

- I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place.....

(Signature and name of the authorised signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel
2. Each page of the CV shall be recently signed and dated in blue ink or digitally signed by the Personnel concerned and digitally countersigned by the Authorised Representative of the Applicant Institution along with the seal of the firm. A copy of the CV signed by respective Key Personnel, duly countersigned by the authorised signatory, shall be accepted. Unsigned CVs shall be rejected.

APPENDIX-II

(For Project Purposes Only; Shouldn't be submitted at the time of Empanelment)

Form-5:

Other Implementation Support Team Members

S.No.	Item of Work/ Activity	To be carried out by		Person-Days by Week Numbers																			
		Name	Designation	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1.																							
2.																							
3.																							
4.																							
5.																							
6.																							
7.																							
8.																							
9.																							
10.																							

APPENDIX-II

(For Project Purposes Only; Shouldn't be submitted at the time of Empanelment)

Form-6:

Proposed Methodology and Work Plan for the Project

(including Mechanisms for Data Quality Assurance)

(not more than 1500 words)

(Refer Project RFP)

The proposed methodology and work plan shall include *inter alia* the following, dependent on scope of services of the Project:

- (i) **Understanding of Terms of Reference:** The Applicant shall clearly state its understanding of the TOR of the Project, and also highlight its important aspects. The Applicant may supplement various requirements of the Project TOR, and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the Project TOR.
- (ii) **Survey Sampling Strategy** (including *inter alia* sampling framework and strategy for quantitative and qualitative surveys, sampling plan, pilot survey strategy)
- (iii) **Design of Survey Instruments** (as per project requirements)
- (iv) **Methodology for Survey Execution and Primary Data Collection Management** (including *inter alia* training and deployment of Survey Team, Survey Team organogram, data collection plan, field mobilization plan, inspection/ supervision)
- (v) **Survey Technology and Systems** (including *inter alia* technology and systems by the Institution to ensure accurate data collection, quality assurance, use of visualization dashboard for real time data monitoring for the Project)
- (vi) **Quality Assurance Mechanisms** (including *inter alia* data scrutiny and processing plan, verification process, real time validation of data, capturing GPS co-ordinates of place of interview)
- (vii) **Quantitative and Qualitative Data Analysis Techniques** (as per project requirements)
- (viii) **Others**

Note: Points will be deducted for writing lengthy and out of context responses.

APPENDIX-II

(For Project Purposes Only; Shouldn't be submitted at the time of Empanelment)

**Form-7:
Proposal for Subcontractor(s)**

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
No. of Years in business in the above Fields				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Subcontractor Name: Designation: Telephone No: Email:				
4. Details of Firm's previous experience				
Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
1.				
2.				
3.				

(Signature and name of the authorised signatory)

Note:

1. The Proposal for Subcontractor(s) shall be accompanied by the details specified in Forms 12 and 13 of Appendix-I.
2. Use separate form for each Subcontractor

**Appendix-III:
Financial Proposal for Project**

(For Project Purposes Only; Shouldn't be submitted at the time of Empanelment)

**Form-1:
Covering Letter**

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Dear Sir,

Subject: RFP for conducting surveys for

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our institution as Survey Institution for above.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-III
(Refer Clause 2.25.5)

(For Project Purposes Only; Shouldn't be submitted at the time of Empanelment)

Form-2:
Financial Proposal

In addition to the format provided below, the financial proposal also needs to be submitted in the Bill-of-Quantity excel format as provided separately in the tender documents.

Item No.	Description	Amount (Rs.)
A.	RESIDENT PERSONNEL	
I.	Remuneration for Resident Professional Personnel (inclusive of all personal allowances)	
II.	Remuneration for Resident Support Personnel (inclusive of all personal allowances)	
	Sub-total Resident Personnel (A1):	
B.	LOCAL COSTS	
I.	Office Rent	
II.	Office Consumables like stationery, communication etc.	
III.	Office Furniture and Equipment (Rental)	
IV.	Reports and Document Printing	
V.	Surveys & Investigations	
VI.	Miscellaneous Expenses	
	Subtotal Local Costs (B):	
C.	POST SERVICES CONSULTATIONS	
	7 person days each of	
I.	Team Leader/Project-in-Charge	
II.	Research/ Monitoring & Evaluation (M&E) Expert	
III.	Senior Data Analyst	
IV.	Field Manager	
	Subtotal Post Report Consultations (C):	
D.	SUBTOTAL OF A+B+C	
E.	OVERHEAD EXPENSES @. % of (D)	
F.	GOODS AND SERVICES TAX (F)	
G.	TOTAL (including taxes) (D+E+F) (in Rs.) In Indian Rupees(in figures) (in words)	
H.	ADDITIONAL COSTS (not included in Survey assignment)⁴¹	
I.	Domestic travel from Institution's office to the Project Office (restricted to five return economy class air fares for each Key	

⁴¹ Not included in the Excel Template considering the Additional Costs in Item H shall not be reckoned for purposes of financial evaluation

	Personnel)	
II.	Return journeys from Project Office to Authority's office to attend meetings held by the Authority (provide indicative amount for five return fares)	
	Total of Additional Costs (H)	
I.	TOTAL COST OF THE PROJECT (G+H) In Indian Rupees (in figures) (in words)	

Note:

1. The financial evaluation shall be based on the above Financial Proposal, excluding Additional Costs. The total in Item G shall, therefore, be the amount for purposes of evaluation. Additional Costs in Item H shall not be reckoned for purposes of financial evaluation.
2. Estimate of Costs for Item A-I and A-II shall be as per Form-3.
3. Miscellaneous Expenses in Item B(VI) shall not exceed 15% (fifteen per cent) of the total amount in Item D.
4. Domestic Air Fare in Item H I shall not be payable to the Survey Institution's Personnel who are normally stationed in Delhi NCR.
5. All costs shall be reimbursed on production of a Statement of Expenses, duly certified by the Authorised Representative. However, no details of expenditures would be sought for overhead expenses, which will be reimbursed in proportion to the total expenses under Item D.
6. The reimbursement of expenses shall be limited to the amounts indicated above.
7. Savings of upto 20% (twenty per cent) under any head of expenditure specified in the summary of Financial Proposal may be reappropriated by the Survey Institution and added to any other head of expenditure, subject to a ceiling of 10% (ten per cent) in respect of the recipient head of expenditure. Upon Notification of such reappropriation to the Authority, the Financial Proposal shall be deemed to be amended, and payment shall be made accordingly.
8. No escalation on any account will be payable on the above amounts.
9. All other charges not shown here and all insurance premia are considered included in the person day rate/ overhead/ miscellaneous expenses.
10. The Authority may require the Key Personnel to visit the Project/ the Authority's offices for further consultations after their Final Report has been accepted. The cost (remuneration including personal allowances) of 7 (seven) person days of each Key Personnel is included in the Financial Proposal. The Authority may require upto 15 (fifteen) extra days of consultation with any or all Key Personnel on payment of additional charges. For any increase as compared to the aforesaid 7 (seven) days, payment shall be computed solely on the basis of relevant person day rates specified in the Financial Proposal. In all cases, return full fare economy class airfare shall be reimbursed in addition, as per actuals.
11. The Authority may require Professional Personnel to visit the Project/the Authority's offices for further consultations or undertake desk work after the report has been accepted. The Additional Costs on this account shall be paid to the Survey Institution as per agreed person day rates and economy return airfare as per actuals shall also be reimbursed. However, the total number of additional person days requisitioned hereunder shall not exceed 120 (one hundred and twenty)

12. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
13. For the purposes hereof **Statement of Expenses** means a statement of the expenses incurred on each of the heads indicated in the Financial Proposal; provided that in relation to expenses on Personnel, the Statement of Expenses shall be accompanied by the particulars of Personnel and the person days spent on the Project.

APPENDIX-III

(For Project Purposes Only; Shouldn't be submitted at the time of Empanelment)

Form-3:

Estimate of Personnel Costs

ID No.	Position	Name	Person-Days (Rs.)	Total Person-Days	Amount (Rs.)
A1 (I). Remuneration for Resident Professional Personnel (including all personal allowances)					
Total					
A2 (II). Remuneration for Resident Support Personnel (including all personal allowances)					
Total					
Total:					

Appendix-IV: List of Bid-Specific Provisions⁴²\$

A. Clauses with currency-based footnotes

1. Introduction.
2. Clause 2.2.3: Conditions of Eligibility of Applicants.
3. Clause 2.11.3: Amendment of RFP.

Note: The above footnotes marked – “\$” shall be retained in the RFP for guidance of the Applicants while submitting their respective Proposals.

B. Schedules with non-numeric footnotes

All non-numeric footnotes marked – “\$” in the Schedules shall be retained in the respective Schedules for guidance of the Applicants while submitting their respective Proposals.

C. Appendices with non-numeric footnotes

All non-numeric footnotes in the Appendices shall be retained in the respective Appendices for guidance of the Applicants. These shall be omitted by the Applicants while submitting their respective Proposals.

D. Schedules and Appendices with blank spaces

All blank spaces in the Schedules and Appendices shall be retained in the RFP. These shall be filled up when the format of the respective Schedule or Appendix is used.

⁴²\$ This Appendix-IV contains a list of Clauses, Schedules and Appendices that would need to be suitably modified for reflecting bid-specific provisions. This Appendix-IV may, therefore, be included in the RFP document to be issued to prospective Applicants.

ABOUT THIS DOCUMENT

The Development Monitoring and Evaluation Office (DMEO) intends to empanel qualified and eligible organizations, who can be invited to conduct qualitative and quantitative surveys as part of Monitoring and Evaluation (M&E) studies conducted regularly by DMEO. In regards to the same, DMEO is inviting proposals from institutions, which have requisite experience in this field.

ABOUT DMEO, NITI AAYOG

The Development Monitoring and Evaluation Office (DMEO), attached to NITI Aayog, is the apex monitoring & evaluation (M&E) office in the country, with a mandate to drive evidence-based policy making through M&E of government policies and programmes. Since its inception in 2015, the Office aims to shift the discourse of public policy towards rigorous, data-driven, citizen-centric, and decentralized policymaking, to improve governance and facilitate the formation of a New India. Visit us at www.dmeo.gov.in



NITI Aayog



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