



सत्यमेव जयते

**NITI Aayog**



## **Selection of Technical Consultant**

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### **Request for Proposal (RfP)**

Evaluation Study of Pradhan Mantri Kisan Urja Suraksha  
Evam Utthaan Mahabhiyan (PM KUSUM) Scheme

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File No. I-19011/61/2021-DMEO

**September 2025**

**Government of India**

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I-19011/61/2021-DMEO

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

### Invitation for Proposals

Date: 24/09/2025

**Subject:** Request for Proposal (RFP) for Evaluation of Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyan (PM KUSUM) Scheme.

The Development Monitoring and Evaluation Office (DMEQ), National Institution for Transforming India (NITI) Aayog, Government of India, intends to engage a Technical Consultant to support the **Evaluation of Pradhan Mantri Kisan Urja Suraksha Evam Utthaan Mahabhiyan (PM KUSUM) Scheme**, details of which have been provided in the RFP document.

DMEQ, NITI Aayog invites proposals for this assignment, from national/international firms/organisations/institutions, which have requisite experience in this field as detailed in the RFP. The salient features of the study, eligibility criteria and instructions on how to bid and other details are available in the RFP document uploaded on the DMEQ website (<https://dmeo.gov.in/tenders>) and Government e-Marketplace (<https://gem.gov.in/>). Important information & tentative dates are given in section 1 of the RFP.

Interested applicants are requested to log into Government e-Marketplace (GeM) and submit their RFP response online, on or before **October 16, 2025 (Thursday)**, Time 17:00 hours (5:00 Pm). Applicants can also refer to resources available on GeM (<https://gem.gov.in/support/sellers/?lang=english>) for further queries.

Shri Ashish Diwan  
Economic Officer  
Development Monitoring & Evaluation Office  
(DMEQ) Room No-431, NITI Aayog, Sansad Marg,  
New Delhi, 110001  
Email: [dmeoeval-niti@gov.in](mailto:dmeoeval-niti@gov.in)

### **Disclaimer**

- i. 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.
- ii. This RFP is neither an agreement nor an offer 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 Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. 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, statements or information contained in this RFP and obtain independent advice from appropriate sources.
- iii. 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.
- iv. Applicants are advised that selection shall be based on their meeting various criteria enumerated in the different clauses of the RFP. 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.
- v. 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.
- vi. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, statements, assessment or

assumption contained in this RFP.

- vii. 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 Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
- viii. The selection Process shall be governed by the dispute settlement mechanisms (DSM) (Manual for Procurement of Consultancy and Other Services, June 2022).
- ix. 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 Consultancy is subsequently awarded to it.

## Acronyms

|             |  |
|-------------|--|
| <b>B.E.</b> | Budget Estimates                             |
| <b>CAPI</b> | Computer Aided Personal Interviews           |
| <b>CV</b>   | Curriculum Vitae                             |
| <b>DMEO</b> | Development Monitoring and Evaluation Office |
| <b>FGD</b>  | Focus Group Discussion                       |
| <b>GeM</b>  | Government e-Marketplace                     |
| <b>KII</b>  | Key Informant Interview                      |
| <b>NGOs</b> | Non-Government Organization                  |
| <b>R.E.</b> | Revised Estimates                            |
| <b>RFP</b>  | Request for Proposal                         |
| <b>TIS</b>  | Tender Information Summary                   |

## Glossary for RFP

|                                  |  |
|----------------------------------|--|
| <b>Applicant</b>                 | As defined in RFP Clause 1.2.1                 |
| <b>Authorized Representative</b> | As defined in RFP Clause 1.12.2(d)             |
| <b>Authority</b>                 | As defined in RFP Clause 1.1                   |
| <b>Bid Security</b>              | As defined in RFP Clause 1.16                  |
| <b>Conditions of Eligibility</b> | As defined in RFP Clause 1.4                   |
| <b>Conflict of Interest</b>      | As defined in RFP Clause 1.5                   |
| <b>Consultancy Team</b>          | As defined in RFP Clause 1.3                   |
| <b>Consultant</b>                | As defined in RFP Clause 1.1(b)                |
| <b>Eligible Assignments</b>      | As defined in RFP Clause 4.2                   |
| <b>Financial Proposal</b>        | As defined in RFP Clause 1.14                  |
| <b>Key Personnel</b>             | As defined in RFP Clause 1.3                   |
| <b>Lead Member</b>               | As defined in RFP Clause 1.2.1                 |
| <b>Legal entity</b>              | As defined in RFP Clause 1.4.2 (A)             |
| <b>LOA</b>                       | Letter of Award as specified in RFP Clause 3.4 |

|                                 |  |
|---------------------------------|--|
| <b>Professional Personnel</b>   | As defined in RFP Clause 1.13.6          |
| <b>Proposal</b>                 | As defined in RFP Clause 1.2             |
| <b>Proposal Due Date or PDD</b> | As defined in Tender Information Summary |
| <b>Selected Applicant</b>       | As defined in RFP Clause 4.5.2           |
| <b>Selection Process</b>        | As defined in RFP Clause 1.2.2           |
| <b>Sole Firm</b>                | As defined in RFP Clause 1.2.1           |
| <b>Support Personnel</b>        | As defined in RFP Clause 1.13.6          |
| <b>Team Leader</b>              | As defined in RFP Pgs 2-3 and Appendix 1 |
| <b>Technical Proposal</b>       | As defined in RFP Clause 1.13            |

## **Glossary for Schedules**

|                                |  |
|--------------------------------|--|
| <b>Form of Agreement</b>       | Form of Agreement as in Schedule-2       |
| <b>Agreement</b>               | As defined in Schedule-2 Clause 1.1.1(a) |
| <b>Agreement Value</b>         | As defined in Schedule-2 Clause 6.1.2    |
| <b>Applicable Laws</b>         | As defined in Schedule-2 Clause 1.1.1(c) |
| <b>Associate</b>               | As defined in Schedule-3 Clause 9(f)     |
| <b>Deliverables</b>            | As defined in Schedule-1 Clause 7        |
| <b>Effective Date</b>          | As defined in Schedule-2 Clause 1.1.1(g) |
| <b>Final Evaluation Report</b> | As specified in Schedule-1 Clause 10     |
| <b>Inception Report</b>        | As specified in Schedule-1 Clause 7      |
| <b>Member</b>                  | As defined in Schedule-2 Clause 1.1.1(j) |
| <b>Personnel</b>               | As defined in Schedule-2 Clause 1.1.1(l) |
| <b>Project Manager</b>         | As defined in Schedule-2 Clause 4        |
| <b>Services</b>                | As defined in Schedule-2 Clause 1.1.1(n) |
| <b>TOR</b>                     | As defined in Schedule-1                 |



**Tender Information Summary (TIS)**

| <b>1.0 Basic Tender Details</b> |   |  |
|---------------------------------|---|--|
| 1.1.                            | Tender Title/<br>Name of Assignment               | RfP for Evaluation of Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyan (PM KUSUM) Scheme Selection of Technical Consultant |
| 1.2.                            | File Number                                       | I-19011/61/2021-DMEO   |
| 1.3.                            | Tender Type                                       | RfP - Open Tendering   |
| 1.4.                            | Tender Category                                   | Services   |
| 1.5.                            | Proposal Submission                               | Two Separate Proposals viz Technical & Financial be submitted on GeM Portal  |
| 1.6.                            | Product Category                                  | Consultancy  |
| 1.7.                            | Selection Method                                  | Quality & Cost Based Selection (QCBS) in 70:30 Ratio   |
| 1.8.                            | Appointing Arbitration                            | Head of the Procuring Organization   |
| 1.9.                            | Language for all type Communication               | English only   |
| 1.10                            | Form of Contract                                  | Lumpsum  |
| 1.11                            | Organization:                                     | NITI Aayog   |
| 1.12                            | The Procuring Entity:                             | DMEO- NITI Aayog   |
| 1.13                            | Mode of Procurement                               | Online- through GeM Portal   |
| 1.14                            | Tender Inviting Authority (TIA)                   | DG DMEO- NITI Aayog  |
| 1.15                            | Office Address & Communication for Correspondence | Shri Ashish Diwan<br>Development Monitoring & Evaluation Office (DMEO) Room No-431, NITI Aayog, Sansad Marg New Delhi, 110001        |

|                               |  |   |
|-------------------------------|--|---|
|                               |  | Email: <a href="mailto:dmeoeval-niti@gov.in">dmeoeval-niti@gov.in</a>   |
| <b>2.0. Critical Dates</b>    |  |   |
| 2.1.                          | Publication on RFP on GeM Portal   | 24/09/2025 (Wednesday)  |
| 2.2.                          | Pre-Proposal Queries   | Yes   |
| 2.3.                          | Last date for Receiving queries /clarification   | 01/10/2025 (Wednesday)  |
| 2.4.                          | 1.Mode & Address for submission of Pre-Proposal Conference<br>2.Link for Pre-Proposal Conference | Email: <a href="mailto:dmeoeval@niti.gov.in">dmeoeval@niti.gov.in</a><br><br><a href="https://forms.gle/Sys4d7bNfheFH34w6">https://forms.gle/Sys4d7bNfheFH34w6</a>  |
| 2.5.                          | Pre-Proposal Conference, Date, Time & Venue  | 06/10/2025 (Monday), 11AM<br>Link:<br><a href="https://dmeo.webex.com/dmeo/j.php?MTID=md5e7b8fc24ec40e9132958476069ce65">https://dmeo.webex.com/dmeo/j.php?MTID=md5e7b8fc24ec40e9132958476069ce65</a><br>Venue: R.N.523 |
| 2.6.                          | Authority response to Queries  | 08/10/2025 (Wednesday)  |
| 2.7.                          | Proposal Due Date (PDD)/Last date <sup>1</sup>   | 15/10/2025 (Wednesday)  |
| 2.8.                          | Opening of Technical Proposals   | 16/10/2025 (Thursday)   |
| 2.9.                          | Proposal Validity (Days from the date of Proposal Opening)                                       | 90 Days   |
| <b>3.0 Terms of Reference</b> |  |   |
| 3.1                           | Period of Contract   | 5 Months  |
| 3.2.                          | Service Details:   | As per Terms of Reference / Scope of Work.  |

<sup>1</sup> \$ 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.

| <b>4.0 Documents relating to Bid Security and Performance Security</b> |  |   |
|--|--|---|
| 4.1.   | Bid Security (EMD) Amount in INR:                                | Rs 3 Lakhs  |
| 4.2.   | Is Bid Securing Declaration permitted in lieu of Bid Security?   | Only for educational institutions as per RFP Clause 1.16.2                                |
| 4.3.   | Performance Security   | 3% of the Award Value   |
| 4.4.   | Bid/ Performance Security to be addressed/ in favor of:          | PAO, NITI Aayog   |
| 4.5.   | Form of Bid/ Performance Security                                | Refer Checklist of documents  |
| 4.6.   | Payment Schedule   | Inception report = 20%<br>Mid-term report =30%<br>Draft report = 30%<br>Final report =20% |
| <b>5.0 Critical URL Links</b>  |  |   |
| <b>A</b>   | <b>Appendix I (Technical Proposal)</b>                           |   |
| 5.1  | Letter of Proposal   | <i>Form-1</i>   |
| 5.2.   | Particulars of Applicant   | <i>Form-2</i>   |
| 5.3  | Statement of Legal Capacity                                      | <i>Form-3</i>   |
| 5.4  | Power of Attorney  | <i>Form-4</i>   |
| 5.5.   | Financial Capacity of the Applicant                              | <i>Form-5</i>   |
| 5.6  | Particulars of Key Personnel                                     | <i>Form-6</i>   |
| 5.7  | Proposed Methodology & Work Plan                                 | <i>Form-7</i>   |
| 5.8  | Eligible Assignments of the applicant                            | <i>Form-8</i>   |
| 5.9  | Deployment of professional Personnel                             | <i>Form-9</i>   |
| 5.10   | Support Personnel  | <i>Form-10</i>  |
| 5.11   | (a) Bid Security Declaration Form<br><br>(b) Udyam Certification | (a) <i>Form-11(for government owned universities/academic institutions only)</i>          |

|           |  |   |
|-----------|--|---|
|           |  | <i>(b) UDYAM Certification for MSME Applicant</i> |
| 5.12      | Letter of Intent for Technical Collaboration | <i>Form-12</i>                                    |
| <b>B</b>  | <b>Appendix II (Financial Proposal)</b>      |   |
| 5.13      | Covering Letter                              | <i>Form-1</i>                                     |
| 5.14      | Financial Proposal                           | <i>Form-2</i>                                     |
| 5.15      | Estimated Personnel Cost                     | <i>Form-3</i>                                     |
| <b>C.</b> | <b>Documents of LOA</b>                      |   |
| 5.16      | Form of Agreement                            | <i>Schedule-2</i>                                 |
| 5.17      | Terms of Reference                           | <i>Schedule 1 of the RFP</i>                      |
| 5.18      | Deployment of Personnel                      | <i>Appendix I Form 9</i>                          |
| 5.19      | Estimate of Personnel Costs                  | <i>Appendix II Form 3</i>                         |
| 5.20      | Cost of Services                             | <i>Appendix II Form 2</i>                         |
| 5.21      | Payment Schedule                             | <i>Schedule 2 Annex 5</i>                         |
| 5.22      | Bank Guarantee for Performance Security      | <i>Schedule 2 Annex 6</i>                         |
| 5.23      | Judicial Stamp Paper                         | <i>To be appended with Form of Agreement</i>      |
| 5.24      | Guidance Note on Conflict of Interest        | <i>Schedule-3</i>                                 |

**Checklist of documents**

| <b>01. Documents to be uploaded on GeM Portal online on or before PDD:</b> |   |   |
|--|---|---|
| 1.1.   | Technical Proposal  | As per Appendix-I, Form 1-12 (available on DMEO website)                                      |
| 1.2.   | Financial Proposal  | As per Appendix-II, Form 1-3 (available on DMEO)  |
| <b>02. Documents to be submitted offline.</b>                              |   |   |
| 2.1.   | Bid Security<br>[Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque (only for EMD), Bank Guarantee]                             | To be submitted up to 5 days after PDD.   |
| 2.2.   | Power of Attorney   | To be submitted before the award of Contract (Appendix-I Form-4 as available on DMEO website) |
| <b>03. Documents to be submitted offline on signing of Contract:</b>       |   |   |
| 3.1.   | Performance Security (3% of Award Value)<br>[Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque (only for EMD), Bank Guarantee] | Bank Guarantee to be submitted as per Schedule 2 Annex 6 (available on DMEO Website)          |
| 3.2.   | Form of Agreement   | Schedule-2 (as available on DMEO website)   |
| 3.3.   | Judicial Stamp Paper (To be appended with Agreement)  | On Rs 200 Stamp Paper   |

## **1. Introduction and Instructions to Applicants**

### **1.1. Background**

- (a) The Development Monitoring and Evaluation Office (DMEO) (**“the Authority”**) is an attached office of NITI Aayog. Constituted in September 2015 by merging the erstwhile Program Evaluation Office (PEO) and the Independent Evaluation Office (IEO), DMEO works to fulfill the monitoring and evaluation (M&E) mandate and to build the M&E ecosystem in India. DMEO has been mandated to actively monitor and evaluate the implementation of schemes, programs and Initiatives of the Government of India (GoI) to strengthen their implementation and scope of delivery on an ongoing basis. Further, evidence-based policy making should be integral to overall governance structure in the country.

#### **(b) Request for Proposal**

The Authority invites proposals (**the “Proposals”**) for selection of a Technical Consultant (**the “Consultant”**) who shall conduct an evaluation study of the Scheme, in accordance with the TOR (**collectively the “Consultancy”**).

### **1.2. Scope of Proposal**

- 1.2.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (**the “Sole Firm”**) or as lead member of a Consortium of firms (**the “Lead Member”**) in response to this invitation. The term applicant (**the “Applicant”**) means the Sole Firm (in case of firms) or the Lead Member of a Consortium or Universities or Academic Institutions as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 1.2.2 The Authority has adopted a two-stage selection process (collectively the “Selection Process”) for evaluating the Proposals comprising technical and financial bids. In the first stage, a technical evaluation will be carried out. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, a financial evaluation will be carried out. Proposals will finally be ranked according to their combined technical and financial scores. The first ranked Applicant shall be selected for negotiation (**the “Selected Applicant”**).
- 1.2.3 The Applicant shall submit its proposal (Both Technical & Financial) on GeM Portal. The Technical Proposal shall be submitted in the form as per Appendix-I (as available on DMEO website) and the Financial Proposal to be submitted in the form as per

Appendix-II (as available on DMEO website) . The Forms to be uploaded on GeM can be accessed on DMEO Website (www.dmeo.gov.in). Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified as per Schedule-2 (as available on DMEO website). The responsibility for the completion of study in terms of submission of deliverables and achievements of milestones, as prescribed in Terms of Reference, lies with the Applicant.

- 1.2.4 Sub-Contracting by the applicant is not permitted. However, for conducting field surveys the applicant may engage field investigators or field survey firms. The responsibility to maintain the highest quality of data collected from this study lies with the applicant. The applicant shall submit the credentials of the survey firms proposed for conducting the field survey in the inception reports.

### 1.3 Key Personnel

The Consultant shall form a multi-disciplinary team (the “**Consultancy Team**”) for undertaking this assignment. The Consultancy Team shall consist the key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified below as per Appendix 1 of RFP:

| S. No. | Key Personnel <sup>2</sup>                                 | Years of Experience | Relevant Experience  | Educational Qualification <sup>3</sup> |
|--------|--|---------------------|--|--|
| 1      | <b>Team Leader</b>   | Minimum 15 years    | At least 5 years in the last 10 years immediately preceding the date of submission of application in handling evaluation/assessment/research studies or projects in the social sector. | Master’s Degree (or equivalent)        |
| 2      | <b>Energy Expert – (Renewable Energy)- Project Manager</b> | Minimum 10 years    | At least 3 years of relevant work experience in evaluation/assessment/research studies or projects in Renewable energy or other related sectors  | Master’s Degree (or equivalent)        |

<sup>2</sup> The upper age limit of the proposed key personnel shall not exceed the age of 60 years.

<sup>3</sup> 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'

| S. No. | Key Personnel <sup>2</sup> | Years of Experience | Relevant Experience  | Educational Qualification <sup>3</sup>                                   |
|--------|----------------------------|---------------------|--|--|
| 4      | Economist/Statistician     | Minimum 8 years     | At least 3 years of experience Analyze financial efficiency, cost-benefit analysis, income impacts on farmers, and subsidy/funding models. | Master's degree in Economics/Statistics, Econometrics or related fields. |
| 5      | Evaluation Expert          | Minimum 8 years     | At least 3 years of experience in public policy, monitoring, evaluation and research   | Master's Degree (or equivalent)  |

The responsibilities to be undertaken by the Key Personnel during the course of the evaluation study is outlined in Appendix 1.

#### 1.4 Conditions of Minimum Eligibility of Applicants

1.4.1 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 Minimum 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.

1.4.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following

- (A) **General Eligibility of the Applicant:** The Applicant must be a **legal entity** as per Applicable Laws. The '**legal entity**' denotes an organization, that is recognized as a distinct entity under law. It can be an incorporated Company or LLP under Indian Laws or university, academic institution and research & development organization. The Applicant should not have been debarred or blacklisted on the date of application by the Central Government, any State Government, any Statutory Authority of the Government, or a Public-Sector Undertaking, from participating in any consulting assignment.



- (B) **Technical Capacity:** The Applicant should have, **over the past 8 (Eight) financial years** preceding the PDD, undertaken **a minimum of 2 (two) Eligible Assignments** as specified in Clause 4.2
- (C) **Financial Capacity:** The Applicant should have a minimum annual total revenue/turnover of Rs 4 Cr preceding 3 (three) financial years from the date of the application.
- (D) **Availability of Key Personnel:** The Applicant should offer and make available all Key Personnel meeting the requirements specified in Appendix 1 of RFP.
- (E) **Age limit of Key Personnel:** All Key Personnel must be below the age of 60 Years and fulfill the Minimum Conditions of Eligibility specified on pages 2-3 of RFP:

1.4.3 The Applicant should enclose with its Proposal, certificate(s) from its Statutory Auditors<sup>4</sup> stating its Annual Turnover/Total Revenue<sup>5</sup> for the preceding 3 (three) financial years from the date of application. In the event that the Applicant does not have a statutory auditor, it should provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

1.4.4 The Applicant should submit a Power of Attorney (POA) as per the format of Appendix-1, Form-4 (as provided on DMEO website). However, that such Power of Attorney would not be required if the Application is signed by a partner in case the Applicant is a partnership firm or limited liability partnership.

In the case of government owned academic institutions in lieu of POA, a letter of authorization duly signed by the competent authority such as Head of the Department, Dean, Registrar, Director etc. should be submitted.

1.4.5 An Applicant should, during the last three years, neither have 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, nor have been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.

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<sup>4</sup> \$ 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 authorized signatory, a separate certification by statutory auditors would not be necessary.

<sup>5</sup> Turnover of university means Revenue from all sources + Grant in Aid

- 1.4.6 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.

## **1.5 Conflict of Interest**

- 1.5.1 An Applicant shall not have a conflict of interest as per Schedule 3 (as available on DMEQ website) that may affect the Selection Process or the Consultancy. 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 or 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.
- 1.5.2 It is expected that the Consultant shall provide 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 Consultant should 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.
- 1.5.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note on conflict of interest at Schedule-3 (as available on DMEQ website).

## **1.6 Number of Proposals**

No Applicant or its Associate should submit more than one Application for the Consultancy. 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. If any Applicant or its Associate is found to submit more than one application either individually or as a member of any consortium, all of their applications shall be rejected.

## **1.7 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.

## **1.8 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.

## **1.9 Right to reject any or all Proposals**

1.9.1 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.

1.9.2 Without prejudice to the generality of Clause 1.9.1, the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation on the part of the applicant 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. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, the Authority reserves the right to annul the Selection Process.

## **1.10 Clarifications**

1.10.1 Applicants should seek clarifications, if any, on the RFP either through GeM portal (<https://gem.gov.in/>) by logging in through their registered ID or by sending an email to [dmeo.eval@gmail.com](mailto:dmeo.eval@gmail.com) before the date mentioned in the TIS (Critical Dates).

The Authority shall endeavor 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 shall post the reply to all such queries on the Official Website/GeM portal without identifying the source of queries.

1.10.2. The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 1.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

### **1.11. Amendment of RFP**

- 1.11.1.** At any time prior to the Proposal Due Date, the Authority may, for any reason, modify the RFP document by the issuance of Amendment and posting it on the Official Website at <https://dmeo.gov.in>
- 1.11.2.** All such amendments shall be posted on the GeM portal <https://gem.gov.in/> along with the revised RFP containing the amendments and will be binding on all Applicants.
- 1.11.3.** 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 Date.

### **Preparation and Submission of Proposal**

#### **1.12. Format and signing of Proposal**

- 1.12.1.** The Applicant shall provide all the information sought under this RFP. The Authority will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 1.12.2.** Bids along with all the scanned copies of the document should be submitted in the electronic form only through the GeM e-tendering system before the PDD. Before the bid documents are uploaded, all attached documents should be signed using digital signatures of any of the following:
- (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
  - (c) by a duly authorized person holding the Notarized Power of Attorney, in case of a Limited Company or a corporation; or
  - (d) by the Authorized Representative of the Lead Member holding the notarized Power of Attorney, in case of consortium.
  - (e) by the Competent Authority from the Educational Institution

A Notarized copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public in the form specified in Appendix-I (Form-4) (as provided on DMEO website) shall be uploaded along with the Proposal.

1.12.3. The documents mentioned below shall be sent separately to the Authority in original through Speed Post/Registered Post or delivered by hand to the person specified in **‘Invitation to Proposal’ (page no.4 of this RFP)**.

- a) Notarized Power of Attorney as required under Clause 1.4.4 prior to the award of contract and,
- b) Insurance Surety Bond/Demand Draft/Account Payee/ Fixed deposit/ Receipt/ Banker’s Cheque /Bank Guarantee (including e-Bank Guarantee) towards Bid Security or Bid Security Declaration, as required under Clause 1.16. Scanned copy of the same shall be uploaded on the GeM portal. Hard copy of the same will have to be submitted directly to the Authority not later than 5 (five) working days after the bid opening (Opening of Technical Proposal date & time).

Kindly note that, the proposal shall be rejected if a hard copy of the Bid security or Bid Security Declaration is not submitted not later than 5 (five) working days after the bid opening. However, the hard copy of Power of Attorney shall be submitted prior to the award of contract.

The envelope should be sealed and shall clearly subscript the following:

RFP for “Evaluation of Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyan Scheme, 2025-26”

1.12.4. Applicants should note the Proposal Due Date, as specified in TIS, 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 GeM portal by the closing time of Proposal Due Date as specified in the TIS. 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.

1.12.5. The Authority is neither a party nor a principal in the relationship between the Applicant and the organization hosting the e-procurement portal (hereinafter called the GeM Portal). Applicants must comply with the rules, regulations, procedures, and implied conditions/ agreements of the GeM portal, including registration, compatible Digital

Signature Certificate (DSC) etc. Consultants shall settle clarifications and disputes, if any, regarding the Portal directly with them. The Consultant is advised to go through the terms and conditions of the GeM Portal carefully before applying.

### **1.13. Technical Proposal**

1.13.1. Applicants should submit the technical proposal online on GeM Portal in the prescribed formats available at Appendix-I (the “**Technical Proposal**”) (as provided on DMEO website)’.

1.13.2. While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- a. The Bid Security or Bid Security Declaration is provided;
- b. All scanned copies of the forms are submitted in the prescribed formats and signed by the authorized signatories;
- c. Power of Attorney, if applicable, is executed as per Applicable Laws;
- d. CVs of all Key Personnel and other professional personnel are duly signed
- e. Key Personnel and other professional meet the Minimum Conditions of Eligibility laid down at Annexure-A of the RFP;
- f. Only one CV for each Key Personnel position has been furnished and no alternates are given.
- g. The latest CVs are signed and dated in blue ink or digitally signed by the respective Personnel, and digitally countersigned by the authorized signatory. Only a copy of the CV signed by respective Key Personnel, duly digitally countersigned by the authorized signatory, shall be accepted. If 50% of the submitted CVs, are not signed by the key personnel, the evaluation of the technical bid shall be carried without considering these unsigned CVs and, if this Consultant is finally selected, the signed CVs shall be submitted by the Selected Consultant before signing of the LoA . The replacement of such key personnel would not be allowed during the evaluation of bids. If 75% of the submitted CVs are not signed by the respective proposed key personnel, the proposal shall be treated as non-responsive and rejected at the technical evaluation stage.
- h. The CVs contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- i. Professional Personnel proposed should have good working knowledge of English language;
- j. All Key Personnel will be available for the period indicated in the TOR;

k. The proposal is responsive in terms of Clause 2.1.3.

1.13.3. Failure to comply with the requirements spelt out in this Clause 1.13 shall make the Proposal liable to be rejected.

1.13.4. If it is found by the Authority at any stage that an applicant or individual Key Personnel has made a false averment regarding his qualification, experience or any other particulars, or his commitment regarding availability for the Project is not fulfilled, the Applicant, Individual Person or both shall be liable under breach of Code of Integrity for Public Procurement and shall be debarred for any future assignment of the Authority for a period not exceeding 2 (two) year as per GFR Rule 151. The award of this Consultancy to the Applicant may also be liable to **be cancelled** in such an event. In such an event, the Authority also reserves the right to forfeit bid security and/or debar the Applicant, without prejudice to any other right or remedy that may be available to the Authority.

1.13.5. The Technical Proposal should not include the financial proposal or any information relating to the Financial Proposal. In the event of the financial proposal being included in the technical proposal the bid will be treated as non-responsive and rejected at technical evaluation stage.

1.13.6. The proposed team should 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 Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Annexure-A of RFP shall be included in the proposed team of Professional Personnel. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-6 of Appendix-I.

1.13.7. 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.

#### **1.14. Financial Proposal**

1.14.1. Applicants should submit online the financial proposal in the Prescribed Formats available at Appendix-II (the **“Financial Proposal”**), clearly indicating the total cost of the Consultancy (Form-2 of Appendix-II, as provided on DMEQ website) in both

figures and words, in Indian Rupees (INR or ₹), and signed by the Applicant's authorized signatories as mentioned in Clause 1.12.2. 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. In the event of a difference between the figures shown in the Financial Proposal Form-2 and the GeM Portal, the amount encrypted & submitted through GeM portal shall prevail

1.14.2. While submitting the Financial Proposal, the Applicant should ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall 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 should 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 should be exclusive of any tax liabilities.
- (iii) The consultant is liable to pay all the taxes as applicable for this consultancy. Also, all payments by the Authority shall be subject to deduction of taxes at source as per Applicable Laws.
- (iv) Costs (including breakdown of costs) shall be expressed in INR exclusive of tax liabilities.

## **1.15. Submission of Proposal/e-Bid**

1.15.1 The Applicants should submit the Proposal in the prescribed formats provided in the respective links as per TIS of this RFP on GeM Portal with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be digitally signed by the Applicant's authorized signatories as mentioned in Clause 1.12.2. In case the proposal is submitted on the document downloaded from the 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/format 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.



1.15.2 The proposal should be submitted online on the GeM Portal only; manual/offline bids shall not be accepted under any circumstances. Also, the applicant will have to send the original hard copy of Bid Security or Bid Security Declaration and Notarized Power of Attorney separately as specified in Clause 1.12.3(b).

1.15.3 The Technical and Financial bids must be submitted separately on GeM Portal in their respective folders/options, one clearly marked “**Technical Proposal**” and the other clearly marked “**Financial Proposal**”. If financial proposal is included in the *folder/option* of technical proposal, the bid will be summarily rejected. The folder marked —Technical Proposal shall contain:

- (i) Application in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 12 of Appendix-I and supporting documents; and
- (ii) Scanned copy of Bid security Declaration or Bid Security Declaration as specified in Clause 1.12.3(b).

The folder marked —Financial Proposal shall contain the Financial Proposal in the prescribed format (Forms 1, 2 & 3 of Appendix-II).

1.15.4. The complete Proposal must be submitted online on or before 17:00 hours on the Proposal Due Date as specified in TIS. Proposals submitted by post, fax, telex, telegram, in-person or e-mail shall not be entertained.

1.15.6 The Proposal should be made in the Forms specified in this RFP at Appendix-I and Appendix-II. All such forms are also available on DMEO <https://dmeo.gov.in>. 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, etc. will be considered.

1.15.7 The rates quoted in the financial proposal should be firm throughout the period of performance of the assignment up to and including acceptance of the final report by the Authority and discharge of all obligations of the Consultant under the Agreement.

## **1.16 Bid Security**

1.16.1 The Applicant should furnish as part of its Proposal, a bid security of Rs. 3 lakhs in the form of Insurance Surety Bonds/Demand Draft/ Account Payee/ Fixed Deposit/ Receipt/ Banker’s Cheque /Bank Guarantee (including e-Bank Guarantee) issued by

one of the Nationalized/ Scheduled Banks in India in favor of PAO, NITI Aayog payable at New Delhi, except Micro and Small Enterprises (MSEs) who are registered on the Udyam Portal of Ministry of Micro, Small and Medium Enterprises (MSME) (subject to compulsory submission of Udyam Certification) ([Udyam Portal](#)).

- 1.16.2 In the event that the first ranked Applicant commences the assignment as required in Clause 3.5, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case later than 120 (one hundred and twenty) days from PDD. After the award of the contract, the Selected Applicant's Bid Security shall be returned within 30 (thirty) days on receipt of the performance security in accordance with the provisions thereof. Bid securities of the unsuccessful bidders during the first stage i.e. technical evaluation, would be returned within 30 days of declaration of results of the technical evaluation. In case of government owned universities/academic institutions, the Applicant shall furnish, as part of its Proposal, a Bid Security Declaration (instead of bid security) as per format specified in Appendix-I Form-11. Universities/academic institutions (hereunder referred to as universities/institutions)/ should be recognized by University Grant Commission or any State or the Central Government Public Sector Undertakings (PSUs).
- 1.16.3 Any Bid not accompanied by the Bid Security or Bid Security Declaration, as the case may be, shall be rejected by the Authority as non-responsive.
- 1.16.4 The authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 1.16.5 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 forfeit the bid security or 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 5 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 Authority 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 3.1;
  - e. In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 3.5 and 3.6 respectively; or

- f. If the Applicant is found to have a Conflict of Interest as specified in Clause 1.5.

## **1.17 Performance Security**

- 1.17.1 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, its Performance Security shall be forfeited and appropriated by the Authority under circumstances specified in this Clause 1.17.4.
- 1.17.2 An amount equal to 3% (three per cent) of the Agreement Value shall be deemed to be the Performance Security. Performance Security may be furnished in the form of Insurance Surety Bond/Bank Guarantee (including e-Bank Guarantee), Account Payee Demand Draft, Fixed Deposit receipt issued by one of the Nationalized/Scheduled Banks in India.
- 1.17.3 Bid security shall be refunded to the successful bidder on receipt of Performance Security.
- 1.17.4 The Performance Security may be forfeited and appropriated by the Authority if the work submitted by the Consultant is felt to be substandard by the Authority and non-compliance with the scope of the study.

## **2. Evaluation Process**

### **2.1.Evaluation of Proposals**

- 2.1.1. The Authority shall open the Proposals at 17:00 hours on the next working day after the Proposal Due Date via online bid opening. The folder of Technical Proposal shall be opened first. The folder of Financial Proposal shall be kept locked for opening at a later date.
- 2.1.2. Proposals withdrawn prior to Proposal Due Date shall not be considered for evaluation.
- 2.1.3. Test of Responsiveness: 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 if:
  - a. The Technical Proposal is received in the forms specified at Appendix-I; (All forms to be scanned and uploaded in pdf form on GeM Portal duly signed by

the authorized signatory, statutory auditor and/or key personnel, as applicable)

- b. It is received by the Proposal Due Date including any extension thereof pursuant to Clause 1.2;
- c. It is accompanied by the Bid Security or Bid Security Declaration Form as specified in Clause 1.16 or Appendix-I Form-11 (as available on DMEO website) .
- d. It is digitally signed, numbered and submitted as stipulated in Clauses 1.15;
- e. It is accompanied by the Power of Attorney as specified in Clause 1.12.3 and Appendix-I Form 4(as available on DMEO website) ;
- f. It contains all the information (complete in all respects) as requested in the prescribed formats as per TIS of the RFP.
- g. It does not contain any condition or qualification; and
- h. It does not contain the financial proposal or any information regarding the financial proposal.
- i. It is not non-responsive in terms hereof.

2.1.4. 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.

2.1.5. The Authority shall subsequently examine and evaluate Proposals in accordance with the criteria set out in Section 4 of this RFP (Criteria for Evaluation).

2.1.6. After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 4.4 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of 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 read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. 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 and final ranking of the Proposals shall be carried out in terms of Clauses 4.4 and 4.5.

## **2.2. 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.

### **2.3. Clarification**

- 2.3.1 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.
- 2.3.2 If an Applicant does not provide clarifications sought under Clause 2.3.1 above within the specified time, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding. The Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## **3. Appointment of Consultant**

### **3.1. Negotiations**

- 3.1.1 The Selected Applicant may be invited for negotiations, if necessary. The negotiations shall generally be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. There shall be no change in the scope of the work/services during negotiation. **Up to two Key Personnel** who is/are not eligible as required in Annexure-A of RFP be replaced by the Applicant with better candidate (s) as per Clause 3.1.2. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to forfeit the bid security or initiate debarment of the firm as per Bid security declaration of the Applicant in accordance with the provisions of Clause 1.16. Notwithstanding the above, the substitution of Key Personnel at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the applicant, including but not limited to resignation, death or medical incapacity. In such a case, the Selected Applicant shall offer a substitute Key Personnel within the period specified in the invitation letter to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

- 3.1.2 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.
- 3.1.3 Before issuing a Letter of Award (LoA) to the successful Applicant, the Authority may, at its discretion, ask the selected Applicant to submit self-attested copies of **relevant certificates for minimum educational qualifications and proof of relevant experiences, given in the CVs in the proposal, of the Key Personnel for verification**. If so decided, the photocopies of such self-certified documents shall be verified and signed by the authorized signatories and kept in the records as part of the contract agreement. If the consultant fails to provide such originals or in case of substantive discrepancies in such documents, the proposal will be considered as non-responsive and rejected thereon. In such cases, the Authority may forfeit the Bid Security or/and initiate suitable action as per the provision of Bid Security Declaration.
- 3.1.4 The negotiations shall be concluded with a review of the finalized draft Contract, which shall be initiated by the Authority and the Applicant's authorized representative. If the negotiations fail, the Authority shall inform the Applicant in writing of all pending issues and disagreements and provide a final opportunity for the Applicant to respond. If disagreement persists, the Authority shall declare the proposal non-responsive, informing the Applicant of the reasons for doing so. The Authority shall invite the next-ranked responsive Applicant to negotiate a Contract. Once the Authority commences negotiations with the next-ranked Applicant, the Authority shall not reopen the earlier negotiations. In case, the second ranked applicant is invited for negotiation, the lower cost, as per financial proposals, between the highest ranked applicant and the second highest ranked applicant shall be offered to the second highest ranked applicant for the award of contract.

### **3.2. Substitution of Key Personnel (During the Subsistence of the Agreement)**

- 3.2.1 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 considered only based on the Consultant's written request and due to compelling or unavoidable situations outside the reasonable control of the consultant, including but not limited to resignation, death or medical incapacity. The substitution shall be subject to the provision of equivalent or better qualified and experienced personnel being provided to the satisfaction of the Authority. 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 10% (ten per cent) of the remuneration

specified for the original Key Personnel shall be deducted from the payments due to the Consultant from the date of replacement till the completion of contract. In the case of a second substitution hereunder, such deduction shall be 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant from the date of replacement till the completion of contract. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

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

3.2.3 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.

### **3.3. Indemnity**

The Consultant shall, subject to the provisions of the Agreement, is liable to indemnify the Authority for an amount of the contract value, for any loss or damage that is caused due to any deficiency in services.

### **3.4. Award of Consultancy/draft contract and cancellation**

Letter of Award (the “LOA”) 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 LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received within 7 days of receipt of the LOA, the Authority, unless it consents to extension of time for submission thereof, reserves the right to cancel the LOA and the application and forfeit the bid security.

### **3.5. Commencement of assignment**

The agreement shall be signed between the authority and the selected applicant within 7 days of receipt of signed LOA. The date of agreement will be the date of commencement. If the Consultant fails to sign the Agreement, the Bid Security of the Consultant shall be forfeited or action shall be initiated by the Authority as per the Bid Security Declaration in accordance with the provisions of Clause 1.16.5. The Selected

Applicant shall not be entitled to seek any deviation<sup>6</sup> in the Agreement.

### **3.6. Proprietary Data**

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 Consultant, 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 Consultant to the Authority in relation to the Consultancy shall be the property of the Authority. The Consultant 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 consultancy 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.

## **4. Criteria for Evaluation**

### **4.1. Evaluation of Technical Proposals**

- 4.1.1. In the first stage, the Technical Proposal will be evaluated based on the eligibility criteria for the Applicant as laid down in Clause 1.4.2, their experience, understanding of the TOR, proposed methodology and Work Plan, and the qualifications and experience of the Key Personnel. Only those Applicants whose Technical Proposals get a score of 70 (seventy) 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.
- 4.1.2. Technical score (ST) is calculated by considering the highest Technical Proposal (TMax) and will be given a technical score (ST) of 100 points. The technical scores of other proposals will be computed as follows:

$$ST = 100 \times T / T_{Max}$$

(T = absolute score of Technical Proposal)

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<sup>6</sup> "Deviation" refers to any departure from the term and conditions specified in the RFP document.



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

| S.No. | Parameter   | Maximum Marks | Criteria  |
|-------|---|---------------|---|
| 1.    | <b>Minimum Relevant Experience of the Applicant</b> | <b>30</b>     | <p><b>Maximum 10 assignments can be submitted by the applicant. *</b></p> <p>(a) <b>Sample size of eligible assignments</b> of the applicant (10 marks). The marks will be allocated based on the following:</p> <p>Each eligible assignment with survey sample size of:</p> <ul style="list-style-type: none"> <li>• 1000-1500 respondents: 0.5 mark</li> <li>• &gt;1500-2000 respondents: 0.7 mark</li> <li>• &gt;2000 respondents: 1 mark<sup>5</sup></li> </ul> <p>(b) <b>Average annual total revenue/turnover</b> of the applicant (10 marks)</p> <ul style="list-style-type: none"> <li>• ₹4 crore to ₹ 7 crores: 8 marks</li> <li>• &gt; ₹7 crore to ₹ 10 crores: 9 marks</li> <li>• &gt; ₹ 10 crores: 10 marks</li> </ul> <p>(c) <b>Value of Eligible Assignments</b> (10 marks). The marks will be allocated based on the following:</p> <p>Each eligible assignment with value:</p> <ul style="list-style-type: none"> <li>• ₹5 Lakhs to ₹10 Lakhs: 0.8 mark</li> <li>• &gt; ₹10 Lakhs to ₹20 Lakhs: 0.9 mark</li> <li>• &gt; ₹20 Lakhs: 1 mark</li> </ul> |
| 2.    | <b>Proposed Methodology and Work Plan</b>           | <b>40</b>     | <p>Evaluation will be based on the quality of submissions, as per Appendix-I Form-7, &amp; Form-12 and the presentation made by the Applicant<sup>7</sup>.</p> <p><b>Proposed Methodology and work Plan (36 marks)</b></p> <ul style="list-style-type: none"> <li>• Understanding of ToR</li> </ul>   |

<sup>7</sup> The presentation shall be made by all the proposed team members (key personnel) only for their respective part of the proposal (in-person or virtually). The Team Leader must present the majority of the proposal (approximately 50%) of the proposal. In case of absence of Team leader and Energy Expert (Project Manager) during presentation, the proposal may be 5 by the Authority.

|              |  |            |   |
|--------------|--|------------|---|
|              |  |            | <ul style="list-style-type: none"> <li>• Methodology and Work Plan</li> <li>• Quality of Presentation</li> <li>• Response to Queries</li> </ul> <p><b>Collaboration / consortium / partnership with academic institutions (4 marks)</b></p>   |
| 3.           | <b>Experience of Proposed Key Personnel of the Applicant</b> | <b>30</b>  | <p>1. Team leader (Maximum Marks 10)</p> <p>05 to 07 years: 6marks</p> <p>&gt;07 to 9 years: 8 marks</p> <p>More than 9 years: 10 marks</p> <p>2. Energy Expert (Renewable Energy)- Project Manager (Maximum Marks 8)</p> <p>3 years to 5 years: 6 marks</p> <p>&gt;5 to 7 years: 7 marks</p> <p>More than 7 years: 8 marks</p> <p>3. Economist/ Statistician (Maximum Marks 6)</p> <p>3 to 5 years: 4 mark</p> <p>&gt;5 to 7 years: 5 marks</p> <p>More than 7 years: 6 marks</p> <p>4. Evaluation Expert (Maximum Marks 6)</p> <p>3 to 5 years: 4 mark</p> <p>&gt;5 to 7 years: 5 marks</p> <p>More than 7 years: 6 marks</p> |
| <b>Total</b> |  | <b>100</b> |   |

\* In case the applicant submits more than ten assignments, only first ten assignments will be considered for evaluation

#### 4.2. Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments, for the following projects shall be deemed as eligible assignments (the “**Eligible Assignments**”):

- a. In case the applicant submits more than ten assignments, only first ten assignments will be considered for evaluation
- b. Assessment/research/evaluation study in social inclusion/equity/justice/law & order/justice delivery sector conducted for Union/State Government/ regulatory commission/ tribunal/ bilateral agencies/ multilateral agencies/ statutory authorities/ public sector entities/ leading private sector organisations in India covering a minimum sample size of **1000 respondents**.
- c. Provided that the Eligible Assignments have been completed in the 8 (eight) financial years preceding the PDD.
- d. Provided that the value of each eligible assignment submitted by the Applicant is at least Rs. 5 Lakhs.
- e. For the Eligible Assignments, the Applicant shall provide requisite supporting documents such as copies of contracts, agreements etc. The value for the assignment should be clearly mentioned in the supporting documents provided. In the absence of supporting documents with requisite details, the assignment will not be considered as an Eligible Assignment.

#### **4.3. Shortlisting of Applicants**

The technically qualified applicants shall be short-listed for financial evaluation in the second stage.

#### **4.4. Evaluation of Financial Proposals**

- 4.4.1 In the second stage, the financial evaluation will be carried out as per this Clause. The financial score (SF) for the applicant will be arrived at based on the formula given in Clause 4.4.3.
- 4.4.2 For financial evaluation, the total cost indicated in the Financial Proposal will be considered
- 4.4.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FMin) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times F_{\text{Min}}/F$$

(F = amount of Financial Proposal)

#### 4.5. Combined and Final Evaluation

- 4.5.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Where, S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.70 and 0.30 respectively.

- 4.5.2 The “Selected Applicant” shall be the first ranked Applicant (having the highest combined score). The Authority reserves the right to take action as per the Bid Security Declaration in accordance with the provisions of Clause 1.16.5, in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in Clause 3 as the case may be.

#### 5. Fraud and Corrupt Practices

- 5.1 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, anti-competitive practice, coercive practice, conflict of interest, obstructive practice in the Selection Process or after the issue of the LOA or the execution of the Agreement. In such an event, the Authority shall, without prejudice to its any other rights or remedies, take action as per the Bid Security or Bid Security Declaration, or forfeit and appropriate the Bid Security or Performance Security, as the case may be. Further, such an Applicant or Consultant 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 of such an order.
- 5.2 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“Corrupt practice”** means making an offer, solicitation or acceptance of a bribe, reward, gift or any material benefit in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process

- (b) “**Fraudulent practice**” means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a Procurement Process or to secure a Contract, or in the execution of the agreement
- (c) “**Coercive practice**” means harming or threatening to harm persons or their property to influence their participation in the Procurement Process or affect the execution of the agreement
- (d) “**Anti-competitive practice**” means any collusion, Proposal-rigging or anti- competitive arrangement, or any other practice including cartels coming under the purview of the Competition Act, 2002, between two or more Applicants, with or without the knowledge of the Authority, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Proposal prices at artificial, non-competitive levels.
- (e) “**Conflict of interest**” means participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; if they are part of more than one Proposal in the procurement; or if their personnel have a relationship or financial or business transactions with any official of Authority who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Applicant from the Authority with an intent to gain unfair advantage in the Procurement Process or for personal gain or in any other manner specified in Clause 3 Guidance Note on Conflict of Interest .
- (f) “**Obstructive practice**” means materially impeding Authority’s investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding the Authority’s rights of an audit or access to information.

# Appendix 1

## Details of Responsibilities of Key Personnel & Expectations from DMEO

| S. No. | Key Personnel | Responsibilities   | Expectations of DMEO   |
|--------|---------------|--|--|
| 1.     | Team Leader   | <p>S/He will lead, co-ordinate and supervise the multidisciplinary team for preparation of the Evaluation Study, and act as a focal point to the Authority throughout the duration of the Consultancy. S/He will be responsible for:</p> <ul style="list-style-type: none"> <li>• Overall execution of the consultancy assignment and project management as per agreed activities, timelines and deliverables</li> <li>• Accountable leadership providing guidance, problem solving support and leading discussions with senior stakeholders</li> <li>• Defining the detailed work plan, and managing the team of consultants against the work plan</li> <li>• Coordinating with the team and other stakeholders</li> <li>• Provide strategic guidance, leadership and problem-solving support to consultant team</li> <li>• Oversee overall research design, fieldwork and data analysis</li> <li>• Ensure high quality of data, analysis and report writing and provide</li> </ul> | <ul style="list-style-type: none"> <li>• Serve as primary point of contact for DMEO for all communications.</li> <li>• Inform DMEO of the project execution plan, including timelines, and promptly communicate any subsequent revisions</li> <li>• Send periodic updates, highlighting challenges and potential solutions in project execution</li> <li>• Share field movement plan in advance for approvals/information.</li> <li>• Ensure mandatory attendance at all DMEO review meetings.</li> <li>• Coordinate timely and quality submission of deliverables to DMEO.</li> <li>• Respond promptly to all DMEO queries and requests.</li> </ul> |

| S. No. | Key Personnel                                    | Responsibilities   | Expectations of DMEO  |
|--------|--|--|---|
|        |  | insights from experience in sector projects  |   |
| 2.     | Energy Expert (Renewable Energy)-Project Manager | <p>S/He will be responsible for:</p> <ul style="list-style-type: none"> <li>• Providing subject-matter expertise and sectoral and implementation-level insights on technical and operational aspects of Components A, B, and C</li> <li>• Providing expert guidance on scheme design, feasibility, scalability, renewable energy infrastructure, policy alignment and Scheme performance</li> <li>• Assisting the Team lead in leading, co-ordinating and supervising the multidisciplinary team for the evaluation Study.</li> <li>• Working with the Economist/Statistician and Evaluation Expert to <b>align</b> sector-specific parameters in sampling, tool design, and analysis.</li> <li>• Driving discussions with senior officials in the Government at Centre and State levels</li> <li>• Leading KII's with officials, identifying gaps and challenges in issues related to operations, management and development of pumps and power plants</li> </ul> | <ul style="list-style-type: none"> <li>• Provide DMEO with regular status briefs on technical and sectoral issues</li> <li>• Participate in all DMEO meetings for sector-specific discussions.</li> <li>• Provide timely clarifications on technical aspects of data, methodology, and findings.</li> <li>• Ensure technical accuracy of deliverables shared with DMEO.</li> <li>• Serve as the technical liaison between DMEO and the evaluation team for all renewable energy-related matters.</li> </ul> |
| 3.     | Economist/Statistician                           | <p>S/He will be responsible for:</p> <ul style="list-style-type: none"> <li>• Designing the statistical</li> </ul>   | <ul style="list-style-type: none"> <li>• Share statistical framework and sampling</li> </ul>  |

| S. No. | Key Personnel     | Responsibilities   | Expectations of DMEO   |
|--------|-------------------|--|--|
|        |                   | <p>framework and data analysis plan for primary and secondary data.</p> <ul style="list-style-type: none"> <li>Finalizing quantitative data collection tools (e.g., structured questionnaires, survey modules) in alignment with study objectives.</li> <li>Applying advanced statistical and econometric techniques to analyse data, assess relationships, and estimate impacts.</li> <li>Conducting modelling and simulations with available data where required.</li> <li>Interpreting quantitative results in economic terms, linking them to policy and operational implications.</li> <li>Ensuring methodological rigour in sampling, weighting, and statistical inference.</li> </ul> | <p>plan with DMEO for review before fieldwork.</p> <ul style="list-style-type: none"> <li>Submit draft data analysis outputs to DMEO for review.</li> <li>Ensure DMEO is updated on methodological changes, if any.</li> <li>Flag data quality or sampling issues to DMEO promptly with mitigation suggestions</li> <li>Maintain transparent documentation of assumptions, formulas, and datasets shared with DMEO</li> <li>Provide clarifications on statistical and econometric analyses during DMEO reviews.</li> <li>Attend all DMEO review and technical meetings to discuss statistical methodology, data quality or data analysis.</li> </ul> |
| 4.     | Evaluation Expert | <p>S/He will be responsible for:</p> <ul style="list-style-type: none"> <li>Developing and refining the overall evaluation framework and methodology to address ToR objectives.</li> <li>Leading the design and testing of qualitative tools (e.g., KII and FGD guides) and ensuring alignment with the evaluation framework.</li> <li>Overseeing quality</li> </ul>   | <ul style="list-style-type: none"> <li>Attend all DMEO review and technical meetings where statistical methodology, data quality, quantitative findings are discussed and finalised</li> <li>Share detailed analysis plan (qualitative and mixed methods) with DMEO before analysis begins.</li> <li>Provide regular statistical</li> </ul>  |



| S. No. | Key Personnel | Responsibilities  | Expectations of DMEO  |
|--------|---------------|---|---|
|        |               | <p>assurance for all data collection processes, including field protocols, data cleaning, and validation checks.</p> <ul style="list-style-type: none"> <li>• Conducting thematic analysis of qualitative data and triangulating it with quantitative findings.</li> <li>• Managing secondary research, literature reviews, and meta-analysis to provide contextual and comparative insights.</li> <li>• Coordinating with the team to synthesise findings into coherent conclusions and evidence-based recommendations.</li> </ul> | <p>progress updates to DMEO during data cleaning and processing</p> <ul style="list-style-type: none"> <li>• Provide regular updates on qualitative data collection progress and emerging themes<br/>Flag any methodological deviations or field challenges to DMEO promptly with proposed solutions</li> <li>• Ensure DMEO receives final integrated findings and recommendations with supporting evidence.</li> </ul> |

Note: If team members are unable to execute their responsibilities effectively, a penalty shall be imposed based on the Terms of Agreement of this RfP.

**Appendix 2**  
**Schedule 2: Form of Agreement**

(See [Clause 2.1.3](#))

**AGREEMENT**  
**FOR**

**Evaluation Study of Pradhan Mantri Kisan Urja Suraksha Evam Utthaan Mahabhiyan  
(PM KUSUM) Scheme**

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## AGREEMENT

### Consultancy for Evaluation Study of

.....  
.....

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 (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 “**Consultant**” which expression shall include their respective successors and permitted assigns).

### WHEREAS

(A) The Authority vide its Request for Proposal for conducting an Evaluation Study (hereinafter called the “**Consultancy**”) for the **Evaluation Study of** \_\_\_\_\_ (hereinafter called the “**Project**”);

(B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant 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 Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated ..... (the “**LOA**”); and

(D) in pursuance of the LOA, 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) “**Agreement**” means this Agreement, together with all the Annexes;
- (b) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- (c) “**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;
- (d) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;

- (e) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (f) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;
- (g) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (h) “**Government**” means the Government of .....;
- (i) “**INR, Rs. or ₹**” means Indian Rupees;
- (j) “**Member**”, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and “**Members**” means all of these entities;
- (k) “**Party**” means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (l) “**Personnel**” means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
- (m) “**RFP**” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (n) “**Services**” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (o) “**Third Party**” means any person or entity other than the Government, the Authority, the Consultant.

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 Award.

## **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 Consultant. The Consultant 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 Consultant shall be as set forth in the Agreement, in particular:

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

## **1.4. Governing law and jurisdiction**

This Agreement, its meaning and interpretation, and the relation between the parties shall be governed by the Laws of India for the time being in force. Irrespective of the place of delivery, the place of performance or the place of payments under the agreement, the agreement shall be deemed to have been made at the place from which the Letter of Award (LoA or Agreement, in absence of LoA) has been issued. Unless otherwise specified in the agreement, the courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the 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 Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative



set out below in Clause 1.10 or to such other person as the Consultant 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 Consultant 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 Consultant; provided that if the Consultant 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 RFP and at such locations as are incidental thereto, including the offices of the Consultant.

#### **1.9. Authority of Member-in-charge**

In case the Consultant 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 Consultant'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 Consultant, 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 Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

.....

.....

Tel: .....

Mobile: .....

Email: .....

#### **1.11. Taxes and duties**

Unless otherwise specified in the Agreement, the Consultant 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

#### **1.12. Communications**

All communications under the agreement shall be served by the parties to each other in writing, in the agreement's language, and served in a manner customary and acceptable in business and commercial transactions. The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later. No communication shall amount to an amendment of the terms and conditions of the agreement, except a formal letter of amendment of the agreement expressly so designated.

### **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. Commencement of Services**

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

### **2.3. Termination of Agreement for failure to commence Services**

If the Consultant 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 Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Authority reserves the right to take action as per the Bid Security or Bid Security Declaration Form.

### **2.4. Expiry of Agreement**

Unless terminated earlier according to Clauses 2.3 or 2.9, this Agreement will expire under two conditions (i) 90 (ninety) days after delivering the final report (refer to Clause 6.3 (d) of the Terms of reference) to the Authority. or (ii) three years from the effective date, whichever occurs first, unless extended by mutual consent of the parties.

### **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 Consultant 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**

There shall be no modification in the terms and conditions of this Agreement unless the reasons are beyond the control of both parties i.e. the Applicant and the Authority. In no circumstances, the cost should be higher than the agreement cost due to modifications in the terms and conditions.

### **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 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 fulfill 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 fulfill 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. Consultation

Not later than 30 (thirty) days after the Consultant 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 Consultant, suspend all payments to the Consultant hereunder if the Consultant 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 Consultant to remedy such breach or failure within a period not exceeding 21 (twenty one) days after receipt by the Consultant of such notice of suspension.

## **2.9. Termination of Agreement**

### **2.9.1. By the Authority**

The Authority may, by not less than 21 (twenty) days' written notice of termination to the Consultant, 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 Consultant 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 21 (twenty-one ) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant 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 Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 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 Consultant

The Consultant 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 Consultant 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 Consultant 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 Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 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; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant'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 Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

#### 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 Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant they shall proceed as provided respectively by Clauses 3.9 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 Consultant (after offsetting against these payments any amount that may be due from the Consultant 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 Consultant'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 Consultant**

#### **3.1. General**

##### 3.1.1. Standards of Performance

The Consultant 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 Consultant 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 Third Parties.

##### 3.1.2. Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the “**TOR**”) at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

##### 3.1.3. Applicable Laws

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

### **3.2. Conflict of Interest**

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

3.2.2. Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant 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 one and a half years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3. Prohibition of conflicting activities

Neither the Consultant nor its 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. Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant 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 Consultant shall use its best efforts to ensure that its Personnel and agents shall not receive any such additional remuneration. .

3.2.5. The Consultant 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, anti-competitive practice,



conflict of interest, obstructive practice. 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 Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant 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 Consultant 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 Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant 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 making an offer, solicitation or acceptance of a bribe, reward or gift or any material benefit in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process
- (b) **“fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a Procurement Process or to secure a Contract, or in the execution of the agreement;
- (c) **“coercive practice”** means harming or threatening to harm persons or their property to influence their participation in the Procurement Process or affect the execution of the agreement
- (d) **“Anti-competitive practice”** means any collusion, Proposal-rigging or anti-competitive arrangement, or any other practice including cartels coming under the purview of the Competition Act, 2002, between two or more Applicants, with or without the knowledge of the Authority, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Proposal prices at artificial, non-competitive levels

- (e) **Conflict of interest**” means participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; if they are part of more than one Proposal in the procurement; or if their personnel have a relationship or financial or business transactions with any official of Authority who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Applicant from the Authority with an intent to gain unfair advantage in the Procurement Process or for personal gain
- (f) **“Obstructive practice”** means materially impede Authority’s investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or concealing evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding the Authority’s rights of an audit or access to information.

### 3.3. Confidentiality

The Consultant, and its Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, 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 Consultant, and its 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 Consultant 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.

Notwithstanding the aforesaid, the Consultant, and its 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 Consultant, and its Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants 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 Consultant,

and its 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 Consultant or its Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its 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.

### **3.4. Liability of the Consultant**

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Consultant 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 Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, 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 Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.1, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

### **3.5. Insurance to be taken out by the Consultant**

- 3.5.1. The Consultant shall, for the duration of this Agreement, take out and maintain, at its own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as stipulated in the contract or any applicable law including Labour Codes; and at the Authority's request, shall provide evidence to the Authority showing that

such insurance has been taken out and maintained and that the current premiums have been paid.

### **3.6. Accounting, inspection and auditing**

The Consultant 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 Consultant'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. Consultant's actions requiring the Authority's prior approval**

The Consultant 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.
- (b) any other action that is specified in this Agreement.

### **3.8. Reporting obligations**

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

### **3.9. Documents prepared by the Consultant to be property of the Authority**

- 3.9.1. All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “**Consultancy Documents**”) prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy 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 Consultancy Document is created and the Consultant 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 Consultant.

- 3.9.2. The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 3.9.3. The Consultant 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 Consultancy Documents, or due to any breach or failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

### **3.10. Providing access to Project Office and Personnel**

The Consultant 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 hour. 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 Consultant and verify the records relating to the Services for his satisfaction.

### **3.11. Accuracy of Documents**

The Consultant 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 Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

## **4. Consultant's Personnel**

### **4.1. General**

The Consultant 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 Consultant's Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and person day rates are specified in Annex-3 of this Agreement.

- 4.2.2. Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Consultant 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 Agreement 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.

#### **4.3. Approval of Personnel**

- 4.3.1. The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.
- 4.3.2. If the Consultant 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-I (Form-6) 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 Consultant 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 Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant 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 10% (ten 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 20% (twenty 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 Consultant'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. 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

Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

#### **4.6. Team Leader and Project Manager**

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

### **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 Consultant, its Personnel with work permits and such other documents as may be necessary to enable the Consultant, and its 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. Change in Applicable Law**

If, after the date of this Agreement, 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 Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

#### **5.3. Payment**

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

## **6.Payment to the Consultant**

### **6.1. Cost estimates and Agreement Value**

- 6.1.1. An abstract of the cost of the Services payable to the Consultant is set forth in Annex-4 of the Agreement.
- 6.1.2. Except as may be otherwise agreed under Clause 2.6, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is ₹ ..... (Rupees. ....)

### **6.2. Currency of payment**

All payments shall be made in Indian Rupees. The Consultant 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) No mobilisation Advance shall be paid to the consultant. The payment shall be made as per the Annexure 5 Payment Schedule of the RFP.
- (b) The Consultant shall be paid for its services as per the Payment Schedule at Annex-5 of this Agreement, subject to the Consultant fulfilling the following conditions:
  - (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
  - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- (c) The Authority shall cause the payment due to the Consultant to be made within 45 (forty-five) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**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 Consultant 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 Consultant specifying in detail, the deficiencies in the Services. The Consultant 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 Consultant to the Authority within 30 (thirty) days after receipt by the Consultant 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 Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (f) 30% (thirty per cent) of the Agreement Value has been earmarked as Final Payment to be made to the Consultant 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 Consultant, 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 this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

## **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 Consultant, 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 Consultant 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 Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.
- 7.1.2. The Consultant 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 this Agreement.

### **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 Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Agreement 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 Agreement Value per week, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, 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 Consultant 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 Consultant 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 Consultant 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 appointment<sup>8</sup> 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 Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4. The Consultant and the Authority agree that an Award may be enforced against the Consultant 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 |               | SIGNED, SEALED AND DELIVERED |               |
|------------------------------|---------------|------------------------------|---------------|
| For and on behalf of         |               | For and on behalf of         |               |
| Consultant:                  |               | Authority                    |               |
|                              | (Signature)   |                              | (Signature)   |
|                              | (Name)        |                              | (Name)        |
|                              | (Designation) |                              | (Designation) |
|                              | (Address)     |                              | (Address)     |
|                              |               |                              |               |
| In the presence of:          |               |                              |               |
| 1.                           |               | 2.                           |               |

<sup>8</sup> Where the Agreement Value specified in Clause 6.1.2 of this Agreement is expected to be less than ₹ 2 crores, the provision for a sole arbitrator shall be retained and where the Agreement Value is likely to be more than ₹ 2 crores, the provision for a Board shall be retained.

## **Annex 1: Terms of Reference**

*(Refer [Clause 3.1.2](#) of Schedule 2 Form of Agreement)*

(Reproduce Schedule-1 of RFP)

## **Annex 2: Deployment of Personnel**

*(Refer [Clause 4.2](#) of Schedule 2 Form of Agreement)*

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

### **Annex 3: Estimate of Personnel Costs**

*(Refer [Clause 4.2](#) of Schedule 2 Form of Agreement)*

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

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#### **Annex 4: Cost of Services**

*(Refer [Clause 6.1](#) of Schedule 2 Form of Agreement))*

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



### **Annex 5: Payment Schedule**

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

| <b>Key Date No.</b> | <b>Description of Deliverables</b>            | <b>Payment</b> |
|---------------------|---|----------------|
| KD1                 | Inception Report approved by Authority        | 20%            |
| KD2                 | Mid Term Report approved by Authority         | 30%            |
| KD3                 | Draft Evaluation Report approved by Authority | 30%            |
| KD4                 | Final Evaluation Report approved by Authority | 20%            |
|                     | <b>Total</b>                                  | <b>100%</b>    |

## Annex 6: Bank Guarantee for Performance Security

(Refer [Clause 7.1.2 of Schedule 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 “**Consultant**” 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 ..... valued at ₹ ..... (Rupees .....), (hereinafter referred to as the “**Agreement**”) the assignment for consultancy services in respect of the ..... Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to ₹ ..... (Rupees ..... ) to the Authority for performance of the said Agreement.

We, ..... (hereinafter referred to as the “**Bank**”) at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding ₹ ..... (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 Consultant 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 Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’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 ₹ ..... (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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant 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 Consultant(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 ₹ ..... 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, the .....day 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.

### **Appendix 3: Technical Proposal**

*(See Clause 1.2.2)*

Form-1:

#### **Letter of Proposal**

(On Applicant's letterhead)

(Date and Reference)

To,

.....

.....

.....

**Subject: Consultancy Services for “Evaluation Study of \_\_\_\_\_”**

Dear Sir/Madam,

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 Consultant 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 Consultant 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 1.5 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, anti-competitive practice, coercive practice, conflict of interest, obstructive practice, as defined in Clause 5.3 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 5 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, anti-competitive practice, coercive practice, conflict of interest, obstructive 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 Consultant, without incurring any liability to the Applicants in accordance with Clause 1.9 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 Consultant.
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 Consultancy for 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.<sup>[1]</sup>\$

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 Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. The Bid Security or 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 Consultancy for the Project 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 Notarised Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Appendix I Form-4.
18. In the event of my/our firm/ consortium being selected as the Consultant, 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 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 Consultancy.
20. 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.
21. I/We specifically undertake to abide by Clause 1.1 and Clause 1.2 of the RFP Document. without any demur.
22. 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 4

Form-2:

### Particulars of the Applicant

|     |  |
|-----|--|
| 1.1 | <b>Title of Consultancy:</b><br>Evaluation Study for Government Scheme/Program |
| 1.2 | <b>Title of Project:</b><br>Evaluation Study of _____                          |
| 1.3 | State whether applying as Sole Firm or Lead Member of a consortium:            |

|     |  |
|-----|--|
| 1.4 | <p>State the following:</p> <p>(i) Details of the Applicant</p> <p>Name of Company or Firm:</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>Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business</p> <p>(ii) Details of the Authorized Representative 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 Firms:</p> <p>(i) Name of Firm:</p>   |

|     |   |
|-----|---|
|     | <p>(ii) Legal Status and country of incorporation</p> <p>(iii) Registered address and principal place of business.</p>  |
| 1.6 | <p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India?</p> <p style="text-align: right;">If so, provide the office address(es) in India.<br/>Yes/No</p> <p>(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 five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p><b>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</b></p> |

|     |   |
|-----|---|
| 1.7 | <p>(i) Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer?</p> <p style="text-align: right;">Yes/No</p> <p>(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 consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?</p> <p style="text-align: right;">Yes/No/Not Applicable</p> |
| 1.8 | <p>(i) Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</p> <p style="text-align: right;">Yes/No</p>   |

(ii) If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?

Yes/No/Not Applicable

(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 this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?

Yes/No/Not Applicable

It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.

(Signature, name and designation of the authorised signatory)

For and on behalf of .....

## Appendix 5

Form-3:

### Statement of Legal Capacity

*(Applicable only in the case of a consortium, individual applicants are not required to fill out this form. )*

*(On Applicant's letter head)*

Date:, Reference

To,

.....

.....

.....

Dear Sir,

**Sub: RFP for Evaluation Study of** \_\_\_\_\_

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 Proposal<sup>[2]</sup>), 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

.....

## Appendix 6

Form-4:

### Power of Attorney

( Refer to Clause 1.4.4 and Clause 1.12.3)

Know all men by these presents, we, ..... (name of Firm 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 **Consultant for Evaluation Study of** \_\_\_\_\_ sector proposed to be developed 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 ₹ 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 7

Form-5:

### Financial Capacity of the Applicant

(Refer to Clause 1.4.2 (C))

| S. No. | Financial Year | Annual Revenue (₹ ) |
|--------|----------------|---------------------|
| 1.     |                |                     |
| 2.     |                |                     |
| 3.     |                |                     |

**Certificate from the Statutory Auditor<sup>\$</sup>**

This is to certify that (name of the Applicant) has the annual revenue shown above against the respective years.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

<sup>\$</sup> 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 1.4.3.

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[1]\$ *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.*

[2]\$ *Please strike out whichever is not applicable*

## Appendix 8

### Form-6: Particulars of Key Personnel

#### A) Details of Key Personnel

|   |  |  |
|---|--|--|
| 1 | <b>Designation</b>   |  |
| 2 | <b>Name</b>  |  |
| 3 | <b>Date of Birth</b>   |  |
| 4 | <b>Nationality</b>   |  |
| 5 | <b>Educational Qualification<sup>9</sup></b><br>(clearly mentioning the subject) |  |

| 6       | <b>Employment Record/ Professional experience</b> <i>(Starting with present position, list in reverse chronological order every employment held)</i> |             |            |          |
|---------|--|-------------|------------|----------|
| S<br>No | Name of Firm   | Designation | Start Date | End Date |
| 1       |  |             |            |          |
| 2       |  |             |            |          |
| 3       |  |             |            |          |
| ..      |  |             |            |          |
| ..      |  |             |            |          |

---

<sup>9</sup> \*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 Pg 2-3 of the RFP.

| 7    | Details of Relevant Experience |             |                    |                  |  |        |
|------|--------------------------------|-------------|--------------------|------------------|--|--------|
| S No | Name of Firm                   | Designation | Start Date (MM/YY) | End Date (MM/YY) | Role ( <i>in not more than 1000 characters</i> ) | Sector |
| 1    |                                |             |                    |                  |  |        |
| 2    |                                |             |                    |                  |  |        |
| 3    |                                |             |                    |                  |  |        |
| ..   |                                |             |                    |                  |  |        |
| ..   |                                |             |                    |                  |  |        |

**Certification:**

a. I am willing to work on the Project and I will be available for the entire duration of the Project assignment as required.

b. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

Place.....

(Signature and name of the Key Personnel)

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

## **Appendix 9**

### **Form-7:**

#### **Proposed Methodology and Work Plan**

The proposed methodology and work plan shall be described as follows:

##### **1. Understanding of TOR (not more than two pages):**

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

##### **2. Methodology and Work Plan (not more than six pages):**

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR, including approach, methodology, sampling, criteria for State/UT selection etc. The Applicant will submit the following:

- i A brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Applicant should specify the sequence, locations and timelines of important activities in the form of a Gantt chart, and provide a quality assurance plan for carrying out the Consultancy Services. It may be noted that the following broad topics should be covered by the consultant team during the presentation:
- ii Survey methodology, Methodology for carrying out the assignment including the approach used towards achieving the objectives laid down in the TOR
- iii Sampling Plan,
- iv Criteria for selection of required sample size
- v Field movement plan including details of field team composition/ details of engagement with survey agency, if any
- vi Plan for ensuring data quality while conducting the primary survey
- vii Measures to be adopted for ensuring the quality in the report
- viii Data analysis tool (both for qualitative and quantitative data
- ix Data Analysis Plan- The ways of translating findings from data analysis into recommendations
- x Detailed timelines for carrying out the assignment
- xi Any other relevant information

- xii All the proposed team members (Key Personnel) only must attend and make the presentation.

**3. Collaboration with Academic Institutions\* (not more than 2 pages):**

The Applicant will submit on how it plans to involve and collaborate with academic institutions while designing and delivering on the Project. The idea is to strengthen industry-academia-government linkages and foster a collective culture of research, innovation and advancement of knowledge.

\*\*(Universities/academic institutions (hereunder referred to as universities/institutions) should be recognized by University Grant Commission or any State or the Central Government.

Note: Marks can be deducted for writing lengthy and out of context responses.

## Appendix 10

Form-8:

### Eligible Assignments of the Applicant

(Refer Clause 4.2)

#### **A) Eligible Assignments of the Applicant \***

| S<br>N<br>o | Name of the Assignment | Brief Description of the Assignment ( <i>in not more than 1000 characters</i> ) | Is the Assignment a study related to standard of living parameters (including but not restricted to _____ ? | Is the research/evaluation study for Union/State Government/ government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc (Yes/No) | Sample size of the assignment (No. of respondents) | Name of the Client & Address | Client Category (as defined in Clause 3.1.5) | Name & Telephone no. of Client's representative | Value of assignment as per the contract / work order/ agreement of the Assignment ( <i>in ₹</i> ) | Start Date of the Assignment | End Date of the Assignment | Description of Services performed by the applicant ( <i>in not more than 1000 characters</i> ) |
|-------------|------------------------|---|---|---|--|------------------------------|--|---|---|------------------------------|----------------------------|--|
| (1)         | (2)                    | (3.1)   | (3.2)   | (3.3)   | (3.5)  | (4.1)                        | (4.2)  | (5)   | (6)   | (8)                          | (9)                        | (10)   |

|     |  |  |  |  |  |  |  |  |  |  |  |  |
|-----|--|--|--|--|--|--|--|--|--|--|--|--|
| 1   |  |  |  |  |  |  |  |  |  |  |  |  |
| ... |  |  |  |  |  |  |  |  |  |  |  |  |

\* The Applicant shall provide requisite supporting documents such as copies of contracts, agreements etc. The value for the assignment should be clearly mentioned in the supporting documents provided. In the absence of supporting documents with requisite details, the assignment will not be considered as an Eligible Assignment.



## Appendix 11

Form-9:

### Deployment of Professional Personnel

| S.No. | Designation | Name                     | Person Days (PD) |           | Person-Days by Week Numbers |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |      |  |  |  |  |  |  |  |
|-------|-------------|--------------------------|------------------|-----------|-----------------------------|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|------|--|--|--|--|--|--|--|
|       |             |                          | On-field         | In Office | 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.    |             |                          |                  |           |                             |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |      |  |  |  |  |  |  |  |
|       |             | <b>Total Person days</b> |                  |           |                             |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |      |  |  |  |  |  |  |  |

## Appendix 12

### Form-10: Support Personnel

| 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.    |                        |                      |             |                             |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |

## Appendix 13

### Form-11<sup>10</sup>:

### Bid Security Declaration Form

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

**Subject: Bid Security Declaration for Evaluation Study of \_\_\_\_\_**

Dear Sir,

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, proposals must be supported by a Bid Security 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 that this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, either upon the earlier of (i) receiving of your notification of the name of the successful Bidder's name; or (ii) thirty days after the expiration of the validity of my/our Proposal.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant/Lead Member)

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<sup>10</sup> Applicable as per Clause 1.16.2

## Appendix 14

### Form-12:<sup>[1]</sup>

#### Letter of Intent for Technical Collaboration

*(Applicable only in the case of a collaboration / consortium / partnership with Universities/Academic Institutions)*

(On Applicant's letterhead)

(Date and Reference)

To,

.....

.....

.....

**Subject: Agreement for technical collaboration for Evaluation Study of .....**

Dear Sir,

With reference to your RFP Document dated ..... I/ we, have entered into a technical partnership for the **Evaluation Study of .....** scheme. I/we, hereby, agree to collaborate and ensure direct involvement of the university/institution in carrying out the following activities<sup>[2]</sup>:

1.

.....  
.....

2.

.....  
.....

3.

.....  
.....

4.

.....  
.....

5.

.....  
.....

6.

.....  
.....

Details of Previous Experience of the academic institution<sup>[3]</sup> (Maximum 3)

| S. No | Name of Project | Project Undertaken For | Total Value of Project | Sample Size Involved | Duration of Project | Date of Completion of Project |
|-------|-----------------|------------------------|------------------------|----------------------|---------------------|-------------------------------|
| (i)   |                 |                        |                        |                      |                     |                               |
| (ii)  |                 |                        |                        |                      |                     |                               |
| (iii) |                 |                        |                        |                      |                     |                               |

I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating details related to the collaboration.

Yours faithfully,

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

(Signature, name and designation of the authorised signatory)  
(Name and seal of representative of university/ academic institution)

## **Appendix 15**

### **Financial Proposal**

Form-1:

#### **Covering Letter**

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Dear Sir,

**Subject: Consultancy Services for Evaluation Study of**  
.....**scheme**

I/We, ..... (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant 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 Appendix-II (Form 1, 2,3) of the RfP.

(See Clause 2.1.6)

Form-2:

**Financial Proposal**

| Item No.  | Description  | Amount (₹) |
|-----------|--|------------|
| <b>A.</b> | <b>PERSONNEL COSTS</b>   |            |
| 1.        | Remuneration for Professional Personnel (inclusive of all personal allowances) |            |
| 2.        | Remuneration for Support Personnel (inclusive of all personal allowances)      |            |
|           | <b>Subtotal (A):</b>   |            |
| <b>B.</b> | <b>LOCAL COSTS</b>   |            |
| 1.        | Office Rent  |            |
| 2.        | Office Consumables like stationery, communication etc.                         |            |
| 3.        | Office Furniture and Equipment (Rental)  |            |
| 4.        | Reports and Document Printing  |            |
| 5.        | Surveys & Investigations   |            |

|           |   |  |
|-----------|---|--|
| 6.        | Miscellaneous Expenses  |  |
|           | <b>Subtotal (B):</b>  |  |
| <b>C.</b> | <b>SUBTOTAL OF A+B</b>  |  |
| <b>D.</b> | <b>OVERHEAD EXPENSES @. % of (C)</b>  |  |
| <b>E.</b> | <b>GOODS AND SERVICES TAX</b>   |  |
| <b>F.</b> | <b>TOTAL (including taxes) (C+D+E) (in ₹)</b><br>In Indian Rupees<br>.....(in figures)<br>.....(in words) |  |

**Note:**

1. Estimate of Costs for Item A-I and A-II shall be as per Form-3.
2. Miscellaneous Expenses in Item B (VI) shall not exceed 15% (fifteen per cent) of the total amount in Item D.
3. No escalation on any account will be payable on the above amounts.
4. All other charges not shown here and all insurance premia are considered included in the person day rate/ overhead/ miscellaneous expenses.
5. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.



## Form-3:

**Estimate of Personnel Costs**

| <b>ID<br/>No.</b>   | <b>Position</b> | <b>Name</b> | <b>Person-<br/>Days (₹)</b> | <b>Total<br/>Person-<br/>Days</b> | <b>Amount<br/>(₹)</b> |
|---|-----------------|-------------|-----------------------------|-----------------------------------|-----------------------|
| <b>A1 (I). Remuneration for Professional Personnel (inclusive of all personal allowances)</b> |                 |             |                             |                                   |                       |
|   |                 |             |                             |                                   |                       |
|   |                 |             |                             |                                   |                       |
|   |                 |             |                             |                                   |                       |
| Total   |                 |             |                             |                                   |                       |
| <b>A2 (II). Remuneration for Support Personnel (inclusive of all personal allowances)</b>     |                 |             |                             |                                   |                       |
|   |                 |             |                             |                                   |                       |
|   |                 |             |                             |                                   |                       |
|   |                 |             |                             |                                   |                       |
| Total   |                 |             |                             |                                   |                       |
| <b>Total:</b>   |                 |             |                             |                                   |                       |

## Appendix 16

### List of Bid-Specific Provisions<sup>[4]</sup>

#### A. Clauses with currency-based footnotes

1. Introduction.
2. Clause 1.4.1: Conditions of Eligibility of Applicants.
3. Clause 1.11: 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.

---

[1] Separate signed LOIs to be submitted for each collaboration at the technical proposal submission stage and hard copies to be submitted prior to the award of contract.

[2] Indicative activities for involvement of academic institutions: Report writing, Data Collection, Data Analysis, Field Work, Data Quality assurance mechanism, Independent Referee for the evaluation report, etc.

[3] This information is sought by DMEQ to understand the existing level of M&E capacity of the academic institution. In the longer run, DMEQ intends to strengthen the core M&E ecosystem of which the Universities/Academic Institutions are critical stakeholders.

[4] *This Appendix-III contains a list of Clauses, Schedules and Appendices that would need to be suitably modified for reflecting bid-specific provisions. This Appendix-III may, therefore, be included in the RFP document to be issued to prospective Applicants*

**Terms of Reference (ToR) for**

**Evaluation of PM-KUSUM under the**

**Ministry of New and Renewable Energy**

## **Terms Of Reference (TOR) For Consultancy for Evaluation of PM-KUSUM under Ministry of New and Renewable Energy**

### **1. Quality Assurance of the Evaluation Report**

The evaluation report submitted by the Consultant must comply with DMEO's quality standards in order to be accepted. In case of any compromise in the quality of the deliverables, a suitable penalty would be imposed on the Consultant as per the provisions given in the RFP.

An indicative DMEO's quality standard followed by DMEO is given below. The consultant may include more such standards to further enhance the report quality.

#### **1.1 Executive Summary (ES)**

The executive summary (ES) is meant to be read by a wider audience, thus it must be written with extreme neatness and attention to detail. It should be written with clarity, coherence, and crispness. Findings of the report should be elaborated with key statistics and recommendations following from findings. The ES should offer more than just a synopsis of the chapters; it should also triangulate all the evidence obtained during the study from the primary survey and secondary data and policy implications to flow from such findings. The ES should be forthright in its observations, precise in its deductions, and proactive in its suggestions. ES should ideally be written in short, separate paragraphs that do not exceed five pages. All data/findings/recommendations cited from the main report need to be properly referenced using page numbers. The ES should only briefly touch upon the evaluation questions, issues, and problems. The ES needs to be sharp and centered on the conclusions and suggestions emerging from the evaluation study.

#### **1.2 Professional Language and Referencing**

The report should be written in a professional manner and in accordance with the standards of a typical double-blind, peer-reviewed publication. The report should be free from grammatical errors, plagiarism and spelling mistakes. Reports with more than 20 per cent plagiarized content will not be accepted. The plagiarism will be ascertained through software/tools such as Turnitin etc. It must adhere to the suggested report structure, and appropriately referenced with necessary citations. Any data, diagrams, and graphs must be appropriately labeled and referenced.

#### **1.3 Objective Findings and Recommendation**

The report should be a succinct, stand-alone document with objective language that may be used to inform decision-making. The findings should be presented clearly, providing sufficient evidence, and systematically addressing all the evaluation objectives. The recommendations should be clearly formulated and logically derived from the findings of the report. It should be clearly articulated and prioritized based on their importance and potential impact for the improvement of the scheme. The conclusions drawn from primary and secondary research must be given equal weight. Recommendations that lead to an increased financial burden on the government (such as those on increasing budgetary allocation) should be avoided, unless there is sound evidence emerging from the analysis that an increase may be expedient. Focus should be on resource optimization/judicious usage of resources.

#### **1.4 Ethical Considerations and Data Protection**

Ethical considerations, such as confidentiality and data protection, and data quality, must be upheld throughout the process.

## **2. Background of the Sector**

The Ministry of New and Renewable Energy (MNRE) is the nodal Ministry of the Government of India for all matters relating to new and renewable energy. The broad aim of the Ministry is to develop and deploy new and renewable energy to supplement the energy requirements of the country. There are two schemes that concern with solar energy and bio-energy under MNRE, Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyaan (PM KUSUM) and National Bioenergy Programme.

## **3. Brief of Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyaan (PM KUSUM):<sup>11</sup>**

### **3.1 Scheme Description**

The objectives of the Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyan (PM-KUSUM) include de-dieselisation of the farm sector, providing water and energy security to farmers, increasing the income of farmers and curbing environmental pollution.<sup>12</sup> The Scheme aims to add a solar capacity of 34.8 GW by 31<sup>st</sup> March 2026. The co-benefits of the Scheme include reduction in 40 million tonnes of CO<sub>2</sub> emissions, creation of 7.55 lakh job-years for skilled and unskilled labourers, annual saving in diesel consumption by 1.38 billion litres and increase in farmers' income.

The Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyan (PM-KUSUM), launched in March 2019 by the Ministry of New and Renewable Energy (MNRE), aims to promote solar energy use among farmers by providing financial assistance for solar pumps and power plants. The scheme has three components.

1. Component A supports the installation of decentralized solar power plants (500 kW to 2 MW) by farmers, groups, or DISCOMs, who sell power to the grid at feed-in tariffs. DISCOMs receive performance-based incentives for procuring solar energy.
2. Component B targets off-grid areas, helping individual farmers install standalone solar pumps up to 7.5 HP, with a cost-sharing model involving Central Financial Assistance (CFA), state subsidies, and farmer contributions. Special incentives are available for North Eastern states and other special category regions

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<sup>11</sup> Annual report of MNRE 2023-24.

<sup>12</sup> PIB- Objectives of PM KUSUM (2022)

3. Component C includes two sub-components: Individual Pump Solarization (IPS) and Feeder Level Solarization (FLS). Under IPS, farmers with grid-connected pumps can solarize them and sell surplus energy to DISCOMs, with subsidies similar to Component B. FLS allows states to solarize entire agriculture feeders instead of individual pumps. Where feeders aren't separated, loans or assistance may be availed through other schemes like RDSS. Solar plants can be installed in CAPEX or RESCO mode with CFA up to 30% (or 50% for special category states), ensuring reliable, daytime power for irrigation either free or at subsidized tariffs.

Further details of the Scheme may be found in Annexure I of this document.

### 3.2 Budget allocation

Since its inception, the PM-KUSUM Scheme has witnessed a gradual increase in budgetary support, reflecting the government's growing emphasis on promoting renewable energy in the agricultural sector. The scheme recorded its first major expenditure in FY 2019–20, with ₹151.26 crore. Over the years, while the Budget Estimates (BEs) have generally seen an upward trend—from ₹1,000 crore in 2020–21 to ₹2,600 crore in 2025–26. As of 15 July 2025, an expenditure of ₹1,416.36 crore has already been incurred in the ongoing financial year (2025–26), indicating continued momentum in scheme implementation.

| Financial year | Budget Estimate | Revised Estimate | Expenditure             |
|----------------|-----------------|------------------|-------------------------|
| 2019-2020      | -               | -                | 151.26                  |
| 2020-2021      | 1000.00         | 210.00           | 156.43                  |
| 2021-2022      | 997.30          | 690.26           | 406.05                  |
| 2022-2023      | 1715.90         | 1325.00          | 801.36                  |
| 2023-2024      | 1996.46         | 1100.00          | 1000.58                 |
| 2024-2025      | 1996.00         | 2681.20          | 2680.52                 |
| 2025-2026      | 2600.00         | -                | 1416.36 (till 15.07.25) |

Source: MNRE

## 4. Objectives of the Evaluation Study

### Schemes Overall Performance

- 1) To assess the physical progress of the scheme across various components.
- 2) To evaluate the scheme's performance and overall impact, specifically in terms of:

- a. Reduction in diesel consumption and promotion of renewable energy in agriculture (de-dieselization)
- b. Enhancement of water and energy security for farmers,
- c. Increase in agricultural productivity and farmer incomes,
- d. Mitigation of environmental pollution and contribution to climate goals.

### **Scheme Coverage**

- 3) To analyze the process of beneficiary identification and targeting, with emphasis on the inclusion of small and marginal farmers.
- 4) To assess inter- and intra-state variations in scheme coverage and its impact on livelihood improvement, energy access and strengthening of rural economy.

### **Operational Efficiency**

- 5) To assess financial performance of the scheme in terms of budgetary allocations, subsidy disbursements, and fund utilization.
- 6) To assess operational efficiency of the scheme in terms of availing subsidy by the Solar Power Generator (SPG) including farmers (for installation of solar energy-based power plants (SEPP) and Solar Agriculture pumps).
- 7) To identify administrative and operational bottlenecks impacting implementation of the scheme.
- 8) To assess the efficiency of the monitoring mechanism and reporting systems (including dashboards) of the scheme.

### **Regulatory Practices and Private Sector Participation**

- 9) To assess the enabling regulatory and policy environment, including state-level adaptations, and its impact on implementation effectiveness and scalability.
- 10) To assess the level and effectiveness of private sector participation in the scheme.

### **Best Practices**

- 11) To identify and document key enabling factors, and best practices, future policy refinements, facilitating scalable and context-specific innovations.

## **5. Scope of Services**

- a. **Field Study** including beneficiary surveys, key informant interviews, focus group discussions. The following activities shall also be considered to be a part of the scope of services for field study.
  - i. Finalization of the questionnaires/ discussions guides for Key informant interviews, Focus group discussions and interview guides for In-depth interviews in consultation with DMEO.
  - ii. Preparation of the analysis plan and evaluation matrix.
  - iii. Pre-testing and finalising the required tools with the approval of DMEO.

- iv. Establishment of a managerial structure for field operations for efficient handling of the project.
- v. Recruitment of investigators and training/capacity building of the field investigators.
- vi. Putting in place appropriate IT hardware and application software for data collection and management.
- vii. Collecting and compiling the quality data from selected areas.
- viii. High quality data management and adherence to quality assurance mechanisms as per agreed protocols, plans and schedules.
- ix. Data verification (back check of at least 5% of data collected).
- x. Collation and data cleaning.
- xi. Running data analysis and submitting cross-tabulations/summarizations.
- xii. Preparation of draft report and conducting stakeholder consultations.
- xiii. Submission of final report and dissemination of the key findings.
- xiv. Incorporating concurrent feedback of DMEO.

b. **Modelling** and simulation with the available data.

## 6. Data Collection Methodology

Reference period of the study:

- i. **2020-21 to 2024-25** – for Secondary research for sectoral and since inception for scheme level.
- ii. **2022-23 to 2024-25:** for Primary research.

### 6.1 Data Collection Instruments

A quantitative and qualitative study backed with extensive meta-analysis will be conducted to provide a sectoral assessment. The study will consist of following components:

- a. **Key Informant Interviews** - Key informant interviews will be conducted with stakeholders at national, state, district, and block levels, including implementing agencies, supporting organizations, and opinion leaders.  
National-level interviews will include representatives from think tanks, institutions, prominent non-profits, and government officials.
- b. **Focus Group Discussions** will be held with diverse stakeholder groups and selected beneficiaries.
- c. **Best Practices:** Documenting unique innovations, bottlenecks, or scalable practices and recording the documentation process



The consultant must provide field documentation, including geotagged photos, facility visit summaries, interview notes, and observation records.

- d. **Field Study:** Data collection from beneficiaries across Components A, B and C of the Scheme through survey and semi-structured interviews.
- e. **Secondary data sources:** The data and methods will involve review of
  - i. National, State Level and International sector and scheme documents; guidelines, MoUs and other associated documents.
  - ii. Financial data on allocation and expenditures of schemes;
  - iii. Annual reports of ministries for output and outcome assessment;
  - iv. Any previous evaluation reports of the related schemes.;
  - v. Annual progress reports and implementation documents to assess the institutional arrangements;
  - vi. CAG reports, Parliamentary Standing Committee Reports, Survey data, etc.
  - vii. Joint Review Mission reports, Standing Committee reports, Project Approval Board minutes;
  - viii. Articles/research papers of peer-reviewed journals;
  - ix. MIS/Dashboards/Admin Data/Evaluation reports of any other scheme that directly/indirectly affects the outcome of the schemes.

## 6.2 Sampling for PM-KUSUM Evaluation

The evaluation will adopt a geographically and demographically representative sampling approach for **Key Informant Interviews (KIIs), Household Surveys (HHs), and Focus Group Discussions (FGDs)**.

### 6.2.1 Sampling Strategy:

#### 1. State Selection:

- i. States are selected as per the following:
  - a) **14 Performing states**- States with sanctioned and installed capacities
  - b) **2 Non-performing states**- States with sanctioned but no installed capacities
  - c) **2 Non-sanctioned states**- States with no sanctioned and no installed capacities
- ii. Total 17 states selected based on scheme uptake, sanctioned and installed capacities, scheme performance in performing states (Sanctioned: Installed capacity ratio), agro-climatic zones, and regional representation

#### 2. District and Block Sampling:

- 1. Minimum 2–3 districts per selected state (For larger states, number of districts shall be decided based on Population Proportion to Size method).

2. Minimum 2–3 blocks per district.
3. Districts/blocks to be chosen based on high and low scheme coverage to ensure variation. Representation of Aspirational Districts to be ensured.

### 3. Respondent Selection:

1. Random sampling from lists provided by MNRE/state nodal agencies for Components A, B and C for performing states
2. Random sampling for FGDs in Bihar (in bordering districts of Uttar Pradesh) and Andhra Pradesh (in bordering districts of Karnataka)
3. Fair and accurate representations of pump types, pump capacity, pump sizes, farm sizes, agro-climatic zones, farmers across socio-economic groups.

## 6.2.2 Proposed Sample Size:

1. **HHs: 2467** beneficiaries across low, medium, and high-performing districts
  1. 100 beneficiaries for Component A (semi-structured interviews)
  2. 1415 beneficiaries for Component B
  3. 952 beneficiaries for Component C
2. **FGDs: 150** (for Components A, B and C in performing states and for Components B and C in non-sanctioned states); 10-12 participants each)
3. **Key Informant Interviews:** Minimum **309** interviews with Key informants including DSICOMs, SIAs, government officials at district, state and national levels. (Includes non-performing states of Telangana and Odisha)

### 6.2.2.1 Sample Distribution for Performing States

**Table 1: State-Wise Beneficiaries Sample Distribution- Component A and B\***

| <i>Component A</i> |                 | <i>Component B</i>             |               |           |
|--------------------|-----------------|--------------------------------|---------------|-----------|
| States             | Beneficiaries** | Performing States              | Beneficiaries | FGDs      |
| Chhattisgarh       | 05              | Uttarakhand <sup>1</sup>       | 54            | 05        |
| Haryana            | 06              | Uttar Pradesh <sup>1</sup>     | 154           | 09        |
| Maharashtra        | 2               | Karnataka <sup>1</sup>         | 206           | 13        |
| Madhya Pradesh     | 16              | Haryana <sup>2</sup>           | 268           | 14        |
| Rajasthan          | 50              | Jharkhand <sup>2</sup>         | 101           | 09        |
| Himachal Pradesh   | 21              | Arunachal Pradesh <sup>3</sup> | 51            | 05        |
|                    |                 | Maharashtra <sup>3</sup>       | 581           | 19        |
| <b>Total</b>       | <b>100</b>      | <b>Total</b>                   | <b>1415</b>   | <b>74</b> |

*\*Sample sizes are given for performing states (states with installed capacities.)*

*1- Indicates Low performing states*

*2- Indicates Medium performing states*

*3- Indicates High performing states*

*\*\*Under Component A, beneficiaries shall be selected from both categories, i.e. land owner who also owns the REPP and land owner who has given his land on lease. Under Component B, all capacities of pump sizes shall be covered.*

**Table 2: State-Wise Beneficiaries Sample Distribution- Component C\***

| States                     | IPS Beneficiaries | FLS Beneficiaries States | Total Beneficiaries | FGDs      |
|----------------------------|-------------------|--------------------------|---------------------|-----------|
| Tripura <sup>1</sup>       | 54                | -                        | 54                  | 05        |
| Uttar Pradesh <sup>1</sup> | 99                | -                        | 99                  | 05        |
| Kerala <sup>2</sup>        | 77                | 82                       | 159                 | 06        |
| Rajasthan <sup>2</sup>     | 76                | 106                      | 182                 | 08        |
| Maharashtra <sup>3</sup>   | -                 | 268                      | 268                 | 22        |
| Gujarat <sup>3</sup>       | -                 | 190                      | 190                 | 18        |
| <b>Total</b>               | <b>306</b>        | <b>646</b>               | <b>952</b>          | <b>64</b> |

*\* Sample sizes are given for performing states (states with installed capacities.)*

*- Indicates no beneficiaries*

*1- Indicates Low performing states*

*2- Indicates Medium performing states*

*3- Indicates High performing states*

**Table 3: List of Key Stakeholders to be interviewed for KIIs in Performing States\***

| States with Installed Capacities (14 states as Table 1 and 2) |                    |                                   |
|---|--------------------|-----------------------------------|
| Stakeholder   | Relevant Component | Minimum Sample**                  |
| MNRE (National PMU Officials- Joint Secretary, Director)      | A, B, C            | 2                                 |
| State Government Officials (Energy Depts.- AS, JS and DIR)    | A, B, C            | 3 per state<br>3 x 14 = <b>42</b> |

|   |         |  |
|---|---------|--|
| Nodal Officer/ Field level SIA representatives/ Project Director/ for PM KUSUM of State Implementing Agency (SIA) | A, B, C | 2 per state<br>2 x 14 = <b>28</b>        |
| District Collectors / Nodal Officers  | A, B, C | 2 per state<br>2 x 14 = <b>28</b>        |
| DISCOM Nodal Official for PM KUSUM  | A, C    | 2 per state<br>2 x 14 = <b>28</b>        |
| Revenue Dept. / Land Records Officials  | A       | 1 per district<br>1 x 2 x 14 = <b>28</b> |
| Bankers / Financiers / Bank Officials   | A, B, C | 1 per district<br>1 x 2 x 14 = <b>28</b> |
| Vendors / EPC Contractors   | B, C    | 3 per state<br>3 x 14 = <b>48</b>        |
| Local Panchayat / PRI Members   | A, B, C | 2 per district<br>2 x 2 x 14 = <b>56</b> |
| Think Tanks / National Level Experts  | A, B, C | <b>7</b>                                 |
| <b>Total</b>  |         | <b>295</b>                               |

*\*Different questionnaire surveys to be prepared for Components A, B and C.*

*\*\* Minimum samples have been calculated for 14 states and minimum 2 districts in each state.*

#### **6.2.2.2 State-wise Sample Distribution for Non-performing and Non-sanctioned States**

KIIs shall be conducted in non-performing states of Telangana and Odisha (non-performing states with sanctioned capacities but no installed capacities). This shall provide insights into reasons and barriers that have prevented sanctioned capacities from being translated into installations.

**Table 4: List of Key Stakeholders to be interviewed for KIIs in non-Performing States**

| <b>Non-performing states with sanctioned but no installed capacities (2 states)</b> |                           |                         |
|---|---------------------------|-------------------------|
| <b>Stakeholder</b>  | <b>Relevant Component</b> | <b>Minimum Sample</b>   |
| MNRE (National PMU Officials- Joint Secretary, Director)                            | A, B, C                   | 2 (included in Table 3) |

|   |         |                                 |
|---|---------|---------------------------------|
| State Government Officials (Energy Depts.- Joint Secretary level and above)                                       | A, B, C | 2 per state<br>$2 \times 2 = 4$ |
| Nodal Officer/ Field level SIA representatives/ Project Director/ for PM KUSUM of State Implementing Agency (SIA) | A, B, C | 2 per state<br>$2 \times 2 = 4$ |
| District Collectors / Nodal Officers  | A, B, C | 3 per state<br>$3 \times 2 = 6$ |
| <b>Total (unique KIIs for non-performing states)</b>  |         | <b>14</b>                       |

FGDs shall be conducted in non-sanctioned states of **Andhra Pradesh** (in bordering districts of Karnataka) and **Bihar** (in bordering districts of Uttar Pradesh) for comparison with states of Uttar Pradesh and Karnataka.

**Table 5: List of FGDs in non-sanctioned States**

| <b>Non-performing states with sanctioned but no installed capacities (2 states)</b> |                           |                                    |
|---|---------------------------|------------------------------------|
| <b>State</b>  | <b>Relevant Component</b> | <b>FGDs</b>                        |
| Andhra Pradesh  | A, B, C                   | 3 per district<br>$3 \times 2 = 6$ |
| Bihar   | A, B, C                   | 3 per district<br>$3 \times 2 = 6$ |
| <b>Total</b>  |                           | <b>12</b>                          |

## 6.2 Mechanisms to ensure Data Quality

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

### i. Training and Screening Mechanism:

The field investigators to be engaged for conducting the survey & key informant interviews should have at least 3 years of experience in conducting similar surveys/interviews. 2-step training (classroom and then on-the-field training) should be conducted by the consultant for all field investigators. The consultant should put in place adequate screening mechanisms, so that only those surveyors who attain a certain level of understanding of the questionnaire would be deployed for the field survey.

### ii. Pilot for Survey:

It is recommended that pilots should be conducted on at least 2% of the sample size for

both survey and KIIs to fine tune the inquiry tools. Similarly, pilot must be conducted for an adequate number of Key Informant Interviews/FGDs 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 DMEO.

iii. Adequate deployment of manpower:

The consultant should ensure that an adequate number of surveyors are deployed as a team for smooth collection of data in a particular district/block/village.

iv. Data Validation:

100% data collected should be validated using a validation checklist. Missing data points should be collected. Data must also be collected in an ethical manner, i.e, in consideration of the respondents' privacy.

v. Data Verification:

In the case of survey, the consultant should ensure that at least 5% data verification is conducted physically. The consultant may additionally conduct back checks telephonically. The back checks and verifications should be evenly spread across the study area.

The supervisors are required to undertake surprise checks of the beneficiary surveys and confirmation from select KIIs about conduct of the interview (could be done telephonically).

vi. Use of CAPI and Tracking System:

Use of mobile-based (CAPI), 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.

## 7. Major Deliverables

| S. No. | Deliverables  | Broad Topics (Indicative)   |
|--------|---|---|
| 1.     | Inception Report (maximum 20-30 pages excluding annexures) and presentation | <ul style="list-style-type: none"> <li>• Introduction and background of the study</li> <li>• Objectives of the study</li> <li>• Approach and methodology</li> <li>• Literature review and preliminary findings</li> <li>• List of stakeholders and insights from preliminary stakeholder consultations</li> <li>• Sampling plan including sample coverage</li> <li>• Pilot plan</li> <li>• Analysis framework and plan (Mapping of objectives with data points and potential data sources, etc.)</li> </ul> |

|    |  |   |
|----|--|---|
|    |  | <ul style="list-style-type: none"> <li>• Deliverables and timeline of the study (Weekly Gantt Chart)</li> <li>• Survey Team structure</li> <li>• Training plan for the survey team</li> <li>• Field movement plan (Indicative)</li> <li>• Quality control mechanism</li> <li>• Perceived risks/ limitations and mitigation plan</li> <li>• Research tools/instruments/ software- Qualitative and Quantitative <ul style="list-style-type: none"> <li>○ Questionnaires, discussion guides, etc.</li> <li>○ Details of CAPI questionnaire development</li> <li>○ Data/ information analysis software for both quantitative and qualitative research</li> </ul> </li> <li>• Detailed report structure</li> </ul> |
| 2. | Mid-term report (maximum 30-40 pages excluding annexures) and presentation (to be submitted as per the timeline and covering a minimum of 40% of the sample) | <ul style="list-style-type: none"> <li>• Study progress details including training and pilot summaries</li> <li>• Summary on data collected so far including methods used</li> <li>• Challenges faced and mitigation measures</li> <li>• Preliminary findings and key observations</li> <li>• Revised work plan, if applicable</li> <li>• Measures adopted for ensuring data quality including data verification, data validation, back checks, surprise inspections, use of CAPI and tracking systems.</li> </ul>  |
| 3. | Draft evaluation report (maximum 120 pages excluding annexures and references) and presentation for stakeholder consultation                                 | <ul style="list-style-type: none"> <li>• Executive Summary (It should be crisp, direct, lucidly written with emphasis on appropriate sections such as Findings and Recommendations. Findings should be elaborated with key statistics and the recommendations should follow the findings. Length of the Executive Summary should be between 5 to 10 pages.)</li> <li>• Sector and scheme Overview</li> <li>• Study Objectives, Approach &amp; Methodology (Brief discussion in the main report. The</li> </ul>  |
| 4. | Final evaluation report (maximum 120 pages excluding annexures and references) and presentation after incorporation of inputs from all concerned             |   |

|    |  |   |
|----|--|---|
|    | stakeholders   | <p>details could go in the Annexure)</p> <ul style="list-style-type: none"> <li>• Analysis of the scheme based on the REESI+C+E framework and using the primary survey data.</li> <li>• Secondary and administrative data and literature to be used to triangulate findings from primary survey.</li> <li>• Identify gaps and challenges for each component separately under the REESI+C+E framework.</li> <li>• Key Takeaways &amp; Recommendations for each component of the scheme.</li> <li>• Actionable points under each recommendation for the M/D to implement.</li> <li>• To record best practices and case studies.</li> <li>• References &amp; Appendices</li> </ul> |
| 5. | Presentations and sub-reports on primary data collection, data quality check, secondary research, best practices compendia, etc. as and when requested by DMEO |   |

## 8. Payment Schedule

The payment terms will be linked to the key deliverables as mentioned below:

**Table: Payment against Deliverables**

| Key Deliverable | Description of Deliverable                     | Payment |
|-----------------|--|---------|
| KD1             | Inception report approved by the authority     | 20%     |
| KD2             | Mid-Term Report approved by Authority          | 30%     |
| KD3             | Draft Evaluation Report approved by Authority  | 30%     |
| KD4             | Final evaluation reports approved by Authority | 20%     |



|       |      |
|-------|------|
| Total | 100% |
|-------|------|

## 9. Timeline for Project Execution:

- i. The total duration of the evaluation study is **5 months** wherein the inception report has to be submitted by the consultant within **21 days** from the signing of the contract.
- ii. In the Inception report, the consultant is required to submit Gantt Chart (weekly) of all the activities and sub-activities. The consultant shall propose the timeline for the payment linked deliverables which are a) Mid-Term Report b) Draft Evaluation Report and c) Final Evaluation Report.
- iii. The payment linked deliverable shall adhere to the requirements given in Section 6 (Deliverables and Timelines) in the Terms of Reference.
- iv. The project monitoring will be done by the Authority based on the timelines submitted by the consultant (and approved by the Authority) in the Inception report (Gantt chart) for the payment linked deliverables.
- v. In case of any delay in the submission of payment linked deliverables namely, inception report, mid-term report, draft evaluation report and final evaluation report, the consultant will be penalized as per the extant provisions of the RFP.

## 10. Indicative Structure for Final Evaluation Report, it should cover the following aspects:

### *Executive Summary*

1. Introduction
  - a. Background and context
    - i. Objective of the study
    - ii. Scope of the study
    - iii. Structure of the report
  - b. Sector overview
2. Approach & Methodology
  - a. Qualitative
    - i. Stakeholder and geographical coverage
    - ii. Evaluation Instruments/Tools
  - b. Quantitative
    - i. Sampling - Geographical coverage & respondent profile
    - ii. Sample size
    - iii. Sample selection
    - iv. Evaluation Instruments/Tools

### 3. Scheme Analysis

#### a. Scheme Name

- i. Background and components
- ii. Fund flow process
- iii. Key stakeholders of the scheme
- iv. Physical and financial Progress
- v. Performance Analysis using REESCI + Equity Criteria
  1. Relevance
  2. Effectiveness
  3. Efficiency
  4. Sustainability
  5. Coherence
  6. Impact
  7. Equity

#### 4. Key takeaways and recommendations

#### 5. Actionable Points

#### 6. Scheme rationalization

#### 7. References

## 11. Reporting

- i. The Consultant will work closely with the Authority. The Authority has established 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. He will play a coordinating role in disseminating the Consultant’s outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.
- ii. The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority.
- iii. The Consultant will make a presentation on the Inception Report and Draft Evaluation Report for discussion with the WG at a meeting. This will be a working document. The Consultant 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. The Consultants’ work on the TOR tasks should continue while the report is under consideration and is being discussed.
- iv. 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.

## 12. Meetings

The Authority may review with the Consultant any or all of the documents and advice forming

part of the Consultancy, in meetings and conferences held at the Authority's office. No travel time allowance shall be payable for attending meetings at the Authority's office. The consultant is required to work at the Authority's office, if required.

### **13. Miscellaneous**

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Authority in soft form apart from the reports indicated in the Deliverables (Section of TOR). The study 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 Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant and execution of the Agreement. The Consultancy shall in any case be deemed to be completed with mutual consent of the Authority and the Consultant.

## **Appendix**

### **Annexure I**

#### **Scheme Description**

PM-KUSUM (Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyan) is the flagship scheme of MNRE launched by the Government in March, 2019 to provide financial support to the farmers for installation of standalone solar pumps and solarization of existing grid-connected agriculture pumps, and also installing solar power plants on their barren/fallow agriculture land. The Scheme consists of three components:

##### **Component A:**

1. Solar energy-based power plants (SEPP) of capacity 500 kW to 2 MW will be setup by individual farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organisations (FPO)/ Water User associations (WUA) hereinafter called Solar Power Generator (SPG). In the above specified entities are not able to arrange equity required for setting up the SEPP, they can opt for developing the SEPP through developer(s) or even through local DISCOM, which will be considered as SPG in this case.
2. DISCOMs will notify sub-station wise surplus capacity which can be fed from such SEPP to the Grid and shall invite applications from interested beneficiaries for setting up the solar energy plants.
3. The solar power generated will be purchased by DISCOMs at a feed-in-tariff (FiT) determined by respective State Electricity Regulatory Commission (SERC).
4. DISCOM would be eligible to get PBI @ Rs. 0.40 per unit purchased or Rs. 6.6 lakh per MW of capacity installed, whichever is less, for a period of five years from the Commercial Operation Date (COD).

##### **Component B:**

1. Individual farmers will be supported to install standalone Solar Agriculture pumps of capacity up to 7.5 HP in off-grid areas, where grid supply is not available.
2. CFA of 30% of the benchmark cost or the tender cost, whichever is lower, of the standalone solar Agriculture pump will be provided. The State Government will give at-least a subsidy of 30%; and the remaining at-most 40% will be provided by the farmer. Bank finance can be availed by farmer, so that farmer has to initially pay only 10% of the cost and remaining up to 30% of the cost as loan.
3. In North Eastern States, Sikkim, Jammu & Kashmir, Himachal Pradesh and Uttarakhand, Lakshadweep and A&N Islands, CFA of 50% of the benchmark cost or the tender cost, whichever is lower, of the stand-alone solar pump will be provided. The State Government will give at-least subsidy of 30%; and the remaining at-most 20% will be provided by the farmer.

##### **Component C:**

### **i. Individual Pump Solarisation (IPS)**

1. Individual farmers having grid connected agriculture pump will be supported to solarise pumps. Solar PV capacity up to two times of pump capacity in kW is allowed under the scheme
2. The farmer will be able to use the generated solar power to meet the irrigation needs and the excess solar power will be sold to DISCOMs.
3. CFA of 30% of the benchmark cost or the tender cost, whichever is lower, of the solar PV component will be provided. The State Government will give at-least subsidy of 30%; and the remaining at-most 40% will be provided by the farmer. Bank finance can be availed by farmer, so that farmer has to initially pay only 10% of the cost and remaining up to 30% of the cost as loan.
4. In North Eastern States, Sikkim, Jammu & Kashmir, Himachal Pradesh and Uttarakhand, Lakshadweep and A&N Islands, CFA of 50% of the benchmark cost or the tender cost, whichever is lower, of the solar PV component will be provided. The State Government will give a subsidy of at-least 30%; and the remaining at-most 20% will be provided by the farmer.

### **ii. Feeder Level Solarisation (FLS)**

1. Instead of the individual solar pumps the states can solarize the agriculture feeders.
2. Where the Agriculture feeders are not separated, loan for feeder separation may be taken from NABARD or PFC/REC. Further, assistance for feeder separation may be availed from the Revamped Distribution Sector Scheme (RDSS) of the Ministry of Power. However, mixed can also be solarised.
3. Solar plants of capacity that can cater to the requirement of the agriculture load of the selected feeder can be installed through CAPEX/RESCO mode for a project period of 25 years.
4. CFA of 30% on the cost of installation of solar power plant (up to Rs. 1.05 Cr/MW) will be provided. However, in the North Eastern States, Sikkim, Jammu & Kashmir, Himachal Pradesh and Uttarakhand, Lakshadweep, and A&N Islands 50% subsidy is available.
5. The farmers will get day-time reliable power for irrigation free of cost or at tariff fixed by their respective state.

**State/ UT-wise Progress under PM-KUSUM Scheme**

*As on 30.06.2025*

| S. No. | State/ UT Name    | Component-A<br>(In MW) |           | Component-B<br>(No. of solar pumps) |           | Component-C<br>(No. of grid-connected pumps) |                  |                 |                 |                 |
|--------|-------------------|------------------------|-----------|-------------------------------------|-----------|--|------------------|-----------------|-----------------|-----------------|
|        |                   | Sanctioned             | Installed | Sanctioned                          | Installed | Sanctioned (IPS)                             | Sanctioned (FLS) | Solarized (IPS) | Solarized (FLS) | Total Solarized |
| 1.     | A & N Islands     | 0.00                   | 0.00      | 34                                  | 0         | 436  | 0                | 0               | 0               | 0               |
| 2.     | Andhra Pradesh    | 0.00                   | 0.00      | 0                                   | 0         | 0  | 1,00,000         | 0               | 0               | 0               |
| 3.     | Arunachal Pradesh | 0.00                   | 0.00      | 700                                 | 577       | 0  | 0                | 0               | 0               | 0               |
| 4.     | Assam             | 2.00                   | 0.00      | 4,000                               | 0         | 0  | 0                | 0               | 0               | 0               |
| 5.     | Bihar             | 0.00                   | 0.00      | 0                                   | 0         | 0  | 90,000           | 0               | 0               | 0               |
| 6.     | Chhattisgarh      | 330.00                 | 7.00      | 0                                   | 0         | 0  | 10,000           | 0               | 0               | 0               |
| 7.     | Goa               | 50.00                  | 0.00      | 900                                 | 100       | 0  | 11,000           | 0               | 700             | 700             |
| 8.     | Gujarat           | 500.00                 | 0.00      | 18,212                              | 11,813    | 0  | 7,25,000         | 0               | 1,83,728        | 1,83,728        |
| 9.     | Haryana           | 158.00                 | 14.61     | 2,27,655                            | 1,57,073  | 0  | 12,899           | 0               | 0               | 0               |
| 10.    | Himachal Pradesh  | 100.00                 | 100.00    | 1,270                               | 959       | 0  | 0                | 0               | 0               | 0               |
| 11.    | Jammu & Kashmir   | 0.00                   | 0.00      | 5,000                               | 2,890     | 0  | 0                | 0               | 0               | 0               |
| 12.    | Jharkhand         | 0.00                   | 0.00      | 52,985                              | 35,459    | 0  | 0                | 0               | 0               | 0               |
| 1      | Karnata           | 0.00                   | 0.00      | 41,365                              | 2,334     | 0  | 6,28,5           | 0               | 21,42           | 21,42           |

|     |                |          |        |          |          |        |          |       |          |          |
|-----|----------------|----------|--------|----------|----------|--------|----------|-------|----------|----------|
| 3.  | ka             |          |        |          |          |        | 88       |       | 7        | 7        |
| 14. | Kerala         | 0.00     | 0.00   | 8        | 8        | 3,796  | 25,387   | 2,199 | 10,964   | 13,163   |
| 15. | Ladakh         | 0.00     | 0.00   | 1,400    | 0        | 0      | 0        | 0     | 0        | 0        |
| 16. | Madhya Pradesh | 1,790.00 | 52.13  | 59,400   | 7,325    | 0      | 3,45,000 | 0     | 16,316   | 16,316   |
| 17. | Maharashtra    | 260.00   | 4.00   | 5,55,000 | 4,19,825 | 0      | 7,75,000 | 0     | 3,07,194 | 3,07,194 |
| 18. | Manipur        | 0.00     | 0.00   | 1,150    | 78       | 0      | 0        | 0     | 0        | 0        |
| 19. | Meghalaya      | 0.00     | 0.00   | 3,035    | 98       | 0      | 0        | 0     | 0        | 0        |
| 20. | Mizoram        | 0.00     | 0.00   | 1,700    | 40       | 0      | 0        | 0     | 0        | 0        |
| 21. | Nagaland       | 0.00     | 0.00   | 265      | 65       | 0      | 0        | 0     | 0        | 0        |
| 22. | Odisha         | 90.00    | 0.00   | 16,441   | 5,716    | 0      | 10,000   | 0     | 0        | 0        |
| 23. | Puducherry     | 0.00     | 0.00   | 72       | 0        | 0      | 0        | 0     | 0        | 0        |
| 24. | Punjab         | 0.00     | 0.00   | 28,000   | 15,025   | 186    | 0        | 0     | 0        | 0        |
| 25. | Rajasthan      | 5,250.00 | 457.25 | 1,62,914 | 1,04,574 | 2,035  | 4,00,000 | 2,138 | 49,197   | 51,335   |
| 26. | Tamil Nadu     | 14.00    | 3.00   | 5,200    | 4,187    | 5,000  | 6,000    | 0     | 0        | 0        |
| 27. | Telangana      | 1,450.00 | 0.00   | 20,000   | 0        | 28,000 | 0        | 0     | 0        | 0        |
| 28. | Tripura        | 5.00     | 0.00   | 10,895   | 4,971    | 3,600  | 0        | 285   | 0        | 285      |
| 29. | Uttar Pradesh  | 1.00     | 1.00   | 1,10,948 | 66,463   | 12,000 | 3,70,000 | 3,945 | 0        | 3,945    |
| 3   | Uttarak        | 0.00     | 0.00   | 3,685    | 1,367    | 0      | 0        | 0     | 0        | 0        |

|              |                |                  |               |                  |                 |               |                  |              |                 |                 |
|--------------|----------------|------------------|---------------|------------------|-----------------|---------------|------------------|--------------|-----------------|-----------------|
| 0.           | hand           |                  |               |                  |                 |               |                  |              |                 |                 |
| 3<br>1.      | West<br>Bengal | 0.00             | 0.00          | 0                | 0               | 20            | 0                | 20           | 0               | 20              |
| <b>Total</b> |                | <b>10,000.00</b> | <b>638.99</b> | <b>13,32,234</b> | <b>8,40,947</b> | <b>55,073</b> | <b>35,08,874</b> | <b>8,587</b> | <b>5,89,526</b> | <b>5,98,113</b> |

**Source: Data provided by Ministry of New and Renewable Energy**

## **Annexure II**

| <b>S. No.</b> | <b>Category of Stakeholders</b> | <b>Stakeholders</b>  |
|---------------|---------------------------------|--|
| 1             | Implementors                    | Ministry of New and Renewable Energy (MNRE), Distribution Companies (DISCOMs), State Implementing Agencies, District Collector and other relevant departments, Revenue Department, bankers and financiers, vendors and contractors.  |
| 2             | Officials                       | Elected nodal from Ministry of New and Renewable Energy (MNRE) and district officials from Renewable Energy/ Agriculture, District Collector, Commissioner, District level officers, Block level officers, Village level officers, Public representative (MP, MLAs) as applicable.   |
| 3             | Think Tanks                     | Central Power Research Institute (CPRI), The energy Resource Institute (TERI), International Institute for Energy Conservation (IIEC), Council on Energy Environment and Water (CEEW), Center for Study of Science, Technology and Policy (CSTEP), World Institute of Sustainable Energy (WISE), India Climate and Energy Modelling Forum (ICEMF), IIT's, NIT's. |
| 4             | Institutions                    | Panchayati Raj Institutions, Pollution Control Boards (State and Central), Solar Energy Corporation of India (SECI), National Institute of Solar Energy (NISE), International Solar Alliance (ISA), Indian Renewable Energy Development Agency Limited (IREDA).  |
| 5             | Multilateral Organizations      | World Bank, United Nations Framework Convention on Climate Change (UNFCCC), United Nations Environment Program (UNEP), GIZ, Clean Energy Ministerial (CEM), International Energy Agency (IEA).   |



| S. No. | Category of Stakeholders | Stakeholders  |
|--------|--------------------------|---|
| 6      | Beneficiaries            | Individual Farmers, FPOs/FPCs, Cooperative Societies, Municipalities and Urban Bodies, Entrepreneurs and Startups, Panchayati Raj Institutions, Solar project developers and solar pump vendors, Industries adopting biomass-based cogeneration, Industries dealing with biomass, organic waste, and cattle dung benefit from opportunities to set up energy plants, Rural and urban households utilizing energy. |

*\*Different questionnaire surveys to be prepared for Components A, B and C.*