FOR SELECTION OF AGENCY

RFP No. MzSRLM-DDUGKY/01/2023/(TSA)

Dated: 26th April, 2023

Engagement of Technical Support Agency under DDU GKY for Mizoram State Rural Livelihood Mission



MIZORAM STATE RURAL LIVELIHOODS MISSION GOVERNMENT OF MIZORAM

MINECO, Khatla Above BDO Tlangnuam Office, Near Gate No.1 Aizawl, Mizoram – 796001

Website: https://srlm.mizoram.gov.in

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Disclaimer

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders by Mizoram State Rural Livelihoods Mission (hereinafter referred to as "MzSRLM"), or any of the employees or advisors, of bidders, is being provided to bidders on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the bidders with information to assist in the formulation of proposals.

This RFP document does not purport to contain all the information each bidder may require. Each bidder must conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

MzSRLM makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

MzSRLM may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document. All such updations, amendments, and/or supplements shall be duly notified within a reasonable time, as may be deemed fit by the Chief Executive Officer.

Schedule for Invitation of RFP

Α	Tanalan Nivershau	DED M. M. ODI M. DDI IOIO//04/0000//TO M.
A	Tender Number	RFP No. MzSRLM-DDUGKY/01/2023/(TSA)
В	Name of Services	Technical Support Agency under DDU GKY for
_		Mizoram State Rural Livelihood Mission
С	Name of the Client	Mizoram State Rural Livelihood Mission
D	Address from where the	Website: https://srlm.mizoram.gov.in/
	RFP can be obtained	
E	Address where response to	Address: MzSRLM, MINECO, Khatla Above
	RFP has to be submitted	BDO Tlangnuam Office, Near Gate No.1 Aizawl,
	*	Mizoram – 796001
		V ·
	A	y - 4
F	Issue of RFP Document	26 th April, 2023
G	Date for submission of Pre	By 10 th May, 2023 through email.
	Bid Queries	Email IDs: srlm.mizoram@gmail.com
Н	Date of Pre-Bid Meeting	No Pre-Bid Meeting shall be held. Responses to
		queries shall be emailed to the interested
	8	bidders who had submitted queries and the
		same shall also be published on the website:
		https://srlm.mizoram.gov.in/
		SIO SIO
		In case the need for a meeting arises, then the
		same shall be organised through a video
		conference mode and details of the same shall
	-	be shared through an email
ı	Time and date of	On 25 th May, 2023 latest by 4:00 pm
- 1	submission of response to	
	RFP	
J	Time, Place and date for	On 26th May, 2023 at 4:00 pm at MINECO,
	opening of Cover-A – Pre-	Khatla Above BDO Tlangnuam Office, Near
	Qualification Criteria	Gate No.1 Aizawl, Mizoram – 796001
		The bids will be opened in presence of the
IZ.	Times Diseased data for	bidders who choose to attend
K	Time, Place and date for	To be informed later
	opening of the Technical	Adda
	Proposal (Cover-B)	Address:
		MzSRLM, MINECO, Khatla Above BDO
		Tlangnuam Office, Near Gate No.1 Aizawl,
		Mizoram – 796001
		,

L	Date for finalisation of evaluation of Technical Bids by Competent Authority	To be informed later
M	Time, Place and date for opening of the Financial Proposal (Cover- C)	To be informed later The Cover C will be opened in presence of the bidders who qualify as per the criteria stated in the RFP
N	Earnest Money Deposit	INR 2.00 lakhs (Indian Rupees Two Lakhs only). The EMD has to submitted in the form of a demand draft in favour of CEO, MzSRLM

Important Points

- 1. The RFP is to be submitted within the stipulated time on the dates specified above.
- 2. Conditional or incomplete REPs shall be summarily rejected
- 3. MzSRLM may update, amend or supplement information in this RFP document without assigning any reasons. All such updations, amendments and/or supplements shall be duly notified within a reasonable time.
- 4. In case any bidder fails to submit the original demand drafts for EMD, its bid / proposal shall not be opened (unless there is an exemption from submission of EMD by any Government Authority).

(H. LALCHHANDAMI)
Chief Executive Officer
Mizoram State Rural Livelihoods Mission
Rural Development Department
Mizoram: Aizawl



Mizoram State Rural Livelihoods Government of Mizoram

E-mail: srlm.mizoram@gmail.com

No. RFP No. MzSRLM-DDUGKY/01/2023/(TSA)

Mission Aizawl

Phone Nos. 0389-2334622

Dated Aizawl, 26th April, 2023

Notice

Engagement of Technical Support Agency (TSA) under DDU GKY for Mizoram State Rural Livelihood Mission

Date of issue: 26th April, 2023

Due Date of Submission: 25th May, Time (IST): 4.00pm

The Mizoram State Rural Livelihoods Mission (MzSRLM) intends to enter into an arrangement for the provision of services outlined in the Terms of Reference (ToR) for 1 year (extendable based on requirement and mutual agreement) through a competitive bidding process. In this respect, MzSRLM would like to invite your organization to submit pre-qualification, technical and financial proposals as outlined in this RFP.

Any questions regarding the RFP must be received in writing and e-mail to the undersigned as per Schedule provided in this RFP.

- 1. A firm will be selected under Quality and Cost Based Selection (QCBS) method and procedures as described in this RFP.
- 2. The RFP includes the following documents:

Section-1- Pre-Qualification Criteria

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal Full Technical Proposal (FTP) - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

The proposal (Pre-Qualification Criteria, Technical and Financial) should be submitted in a sealed envelope latest by the date and time mentioned in Schedule for Invitation of RFP. Any proposals received after the stipulated date and time shall not be considered.

(H. LALCHHANDAMI)

Chief Executive Officer Mizoram State Rural Livelihoods Mission Rural Development Department Mizoram: Aizawl

Section 1 - Pre-Qualification Criteria

- 1. Response to the Request for Proposal (RFP) are invited from qualified and experienced consulting firms who wish to act as Technical Support Agency under DDU GKY for Mizoram State Rural Livelihood Mission.
- 2. The objectives and expected deliverables of the Services which will be carried out by the selected firm has been provided in Section 5 Terms of Reference
- 3. The consultants who are interested in being considered for this assignment should mandatorily fulfil the following criteria:
 - a. For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act, or a partnership firm registered under the Limited Liability Partnership Act in India and operating for the last 10 years as of March 31, 2023.
 - b. The bidder should have minimum annual turnover of INR 250 Crore or above in each of the last three financial years. (i.e., FY 2021-22, FY 2020-21, FY 2019-20) coming from its Advisory / Consulting services.
 - c. The bidder should have annual turnover not less than INR 100 Crore in each of the last three financial years. (i.e., FY 2021-22, FY 2020-21, FY 2019-20) coming from its Government Consulting services from Indian operations.
 - d. The Bidder should have an average positive net worth (as defined under section 2(57) of the Companies Act 2013) of not less than INR 25 Crores in the previous three financial years (i.e., as on 31st March 2022, 31st March 2021 and 31st March 2020) as revealed by audited balance sheet & CA Certificate.
 - e. The agency should have worked as a Technical Support Agency / Project Management Unit (PMU) / Project Management Consultant (PMC) for at least one skills development project (of contract value greater than or equal to INR 1.5 Crore) with a State Government Agency for a minimum duration of 1 year.
 - f. The agency should have experience of working on at least one advisory / consulting assignment in the North-Eastern region of India (of contract value greater than or equal to INR 1.5 Crore) with a State Government Agency for skills development project.
 - g. The Agency should have experience (at least 1 project) of working in Mizoram.

- h. The Agency should apply as a Sole Applicant only. No Consortium / Sub Contracting shall be allowed. A certificate signed by the Authorised Signatory to this effect must be submitted.
- The Bidder should not be blacklisted as on date of submission of bid by any State or Central Government or Donor / Funding agency / National Regulator
- **4.** The duration of the TSA will be for a period of 1 year (extendable based on requirement and mutual agreement) from the date of signing of contract.
- **5.** Agencies who are interested in being considered for the assignment, should submit information in the format indicated in the **Attachment 1** to this letter for expression of interest / pre-qualification criteria.
- 6. The response to RFP should be separately packed in three packets (Cover A- for Pre-Qualification Criteria, Cover B- for Technical Proposal & Cover C- for Financial Proposal) and finally packed in one cover and super scribed as Engagement of Technical Support Agency (TSA) under DDU GKY for Mizoram State Rural Livelihood Mission.
- 7. The client / authority shall not be responsible for any courier / postal delay and reserves the right to cancel all or any of the responses to RFP without any reason thereof.
- 8. In case any false information is provided or information is concealed then the bids of such bidders shall be cancelled, and Authority will have the rights to initiate appropriate action

(H. LALCHHANDAMI)
Chief Executive Officer
Mizoram State Rural Livelihoods Mission
Rural Development Department
Mizoram: Aizawl

Attachment 1

Format for submission of information – Pre-Qualification Criteria

A- Agency's Profile (Should not exceed 15 Pages):

Provide a brief description of the background and organization of your firm/entity. The brief description should include registered office address, date of incorporation of the firm, core business of the firm, global presence, brief on operations in India and its Skill Development activities in DDU GKY, PMKVY etc.

B- Eligibility Information / Pre-Qualification criteria (Mandatory Clause):

S. No.	Parameter	Supporting documents to be provided	Compliance (Y/N)	Documentary evidence provided on Page Nos.
1	For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act, or a partnership firm registered under the Limited Liability Partnership Act in India and operating for the last 10 years as of March 31, 2023.	Certificate of incorporation	MISSIO	
2	The bidder should have minimum annual turnover of INR 250 Crore or above in each of the last three financial years. (i.e., FY 2021-22, FY 2020-21, FY 2019-20) coming from its Advisory / Consulting services.	Account / CA		
3	The bidder should have annual turnover not less than INR 100 Crore in each of the last three financial years. (i.e., FY 2021-22, FY 2020-21, FY 2019-20) coming from its Government Consulting	CA Certificate		

S. No.	Parameter	Supporting documents to be provided	Compliance (Y/N)	Documentary evidence provided on Page Nos.
	services from Indian operations.			
4	The Bidder should have an average positive net worth (as defined under section 2(57) of the Companies Act 2013) of not less than INR 10 Crores in the previous three financial years (i.e., as on 31st March 2022, 31st March 2021 and 31st March 2020) as revealed by audited balance sheet & CA			
5	Certificate. The agency should have worked as a Technical Support Agency / Project Management Unit (PMU) / Project Management Consultant (PMC) for at least one skills development	Copy of Engagement Letter Contract		
	project (of contract value greater than or equal to INR 1.5 Crore) with a State Government Agency for a minimum duration of 1 year.	* MIZORAM		
6	The agency should have experience of working on at least one advisory / consulting assignment in the North-Eastern region of India (of contract value greater than or equal to INR 1.5 Crore) with a State Government Agency for skills development project.	Copy of Engagement Letter / Contract		
7	The Agency should have experience (at least 1 project) of working in Mizoram.	Copy of Engagement Letter / Contract		

S. No.	Parameter	Supporting documents to be provided	Compliance (Y/N)	Documentary evidence provided on Page Nos.
8	The Agency should apply as a Sole Applicant only. No Consortium / Sub Contracting shall be allowed. A certificate signed by the Authorised Signatory to this effect must be submitted.			
9	The Bidder should not be blacklisted as on date of submission of bid by any State or Central Government or Donor / Funding agency / National Regulator	Self- certification from the Authorized Signatory on Stamp Paper of INR 100. The declaration should be Notarized (Firm declaration)		

Note:

- a. The above information shall be enclosed in "Cover A".
- b. If the applicant is found ineligible based on the criteria mentioned above, then the Technical Proposal (in Cover B) shall not be opened.



Section 2 -Instructions to Consultants and Data Sheet

Definitions

- (a) "Governing Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.
- (b) "Client" means the implementing agency (MzSRLM) that signs the Contract for the Services with the selected Consultant.
- (c) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (d) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents
- (e) "Day" means a calendar day.
- (f) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Subconsultant or Joint Venture member(s).
- (g) "Government" means the government of the Client's state.
- (h) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.
- (i) "ITC" (Section 2 of the RFP) mean the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- (j) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (k) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants
- (I) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (m)"TORs" (Section 5 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

1.1 The Client named in the **Data Sheet** intends to select a Consultant, in accordance with the method of selection specified in the **Data Sheet**.

- 1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2. Conflict of Interest
- 2.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 2.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.
 - 2.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

(ii) Conflict among consulting assignments: A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting relationships

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client, or of implementing agency who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

- (iv) Any other types of conflicting relationships as indicated in the **Data Sheet**.
- 3. Unfair Competitive Advantage
- 3.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
- 4. Corrupt and Fraudulent Practices
- 4.1 The MzSRLM requires compliance with its policy in regard to corrupt and fraudulent prohibited practices as set forth by the Govt. of Mizoram (GoMz)
- 4.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents. Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the client on for this project.
- 5. Eligibility
- 5.1 The client permits consultants from all countries to offer consulting services for its financed projects.
- 5.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Subconsultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established in the document
- 5.3 As an exception to the foregoing Clauses 5.1 and 5.2 above:
- a. Restrictions for Government-
- 5.3.1 Government-owned enterprises or institutions in the Client's country shall be eligible only if they can establish that they (i) are legally and financially

owned Enterprises

autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client

To establish eliaibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

b. Restrictions for public employees

- 5.3.2 Government officials and civil servants of the GoMz are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the GoMz, and they
- (i) are on leave of absence without pay, or have resigned or retired;
- (ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in GoMz, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and
- (iii) Their hiring would not create a conflict of interest.
- 6. Qualification to the bid
- 6.1 Bids may be submitted by either of the following categories of bidders only:

6.1.1 Sole Bidder:

The Sole Bidder will be responsible for end to end scope of work given in this tender. The Sole Bidder cannot be a part of any consortium for this tender.

6.1.2 Consortium of firms:

No consortium of firms and shall be allowed under this assignment

7. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the State (Mizoram) / the Country (India) and under the jurisdiction of Indian Courts.

Dispute Resolution: Any unresolved disputes under this Agreement shall be subject to the exclusive jurisdiction of Indian Courts.

8. 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.
- Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, 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
- Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder
- MzSRLM will decide the eventuality of Force Majeure which will be binding on both the parties

B. Preparation of Proposals

- 1. General Considerations
- 1.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

- 2. Cost of Preparation of Proposal
- 2.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 3. Language
- 3.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the client, shall be written in the language(s) specified in the **Data Sheet**.
- 4. Documents
 Comprising the
 Proposal
- 4.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 4.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 5. Only One Proposal

The Consultant shall submit only one Proposal, in its own name.

- 6. Proposal Validity
- 6.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 6.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- a. Extension of Validity Period
- 6.3 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 6.4 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

6.5 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

- 6.6 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Experts. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Experts.
- 6.7 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

c. Sub-Contracting

6.8 The Consultant shall not be entitled to subcontract the Services without prior written consent of the Client.

7. Clarification and Amendment of RFP

- 7.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
 - 7.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.
 - 7.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

- 7.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
- 8. Preparation of Proposals – Specific Considerations
- 8.1 While preparing the Proposal, the Consultant must give particular attention to the following:
 - 8.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.
 - 8.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in personmonth) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative, and the Proposal shall be based on the Consultant's own estimates for the same.
 - 8.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.
- 9. Technical Proposal Format and Content
- 9.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
 - 9.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
- 9.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal

(FTP), as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

10. Financial Proposal

10.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP.

a. Price Adjustment

10.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

10.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**.

c. Currency of Proposal

10.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

d. Currency of Payment

10.5 Payment under the Contract shall be made in the currency of currencies in which the payment is requested in the Proposal.

- C. Submission, Opening and Evaluation
- 11. Submission, Sealing, and Marking of Proposals
- 11.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms. The submission can be done by Registered / Speed Post / Courier / by hand.
- 11.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for Pre-qualification criteria and both the Technical and Financial Proposals.
- 11.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.
- 11.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "Copy" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL" (Cover-B), "Engagement of a TSA under DDU GKY for MzSRLM" name and address of the Consultant, and with a warning "DO NOT OPEN"

- 11.5 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL" (Cover-C) followed by the name of the assignment, name and address of the Consultant, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."
- 11.6 The sealed envelopes containing the Pre-Qualification Criteria (Cover-A), Technical (Cover-B) and Financial (Cover-C) proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, the name of the assignment Engagement of Technical Support Agency under DDU GKY for Mizoram State Rural Livelihood Mission, Consultant's name and the address, and shall be clearly marked "DO NOT OPEN BEFORE due date!"
- 11.7 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 11.8 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

12. Confidentiality

12.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

- 12.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal
- 12.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.
- 12.4 Except as otherwise permitted by the Agreement, neither of the parties may disclose to third parties the contents of the Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, process or professional regulations. obligations shall be valid for a period of 3 years from the date of termination of the Agreement."

13. Opening of Technical Proposals

- 13.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened
- 13.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

14. Proposals Evaluation

- 14.1 The evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 14.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

15. Evaluation of Technical Proposals

15.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

16. Financial Proposals for QBS

- 16.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the topranked Consultant is invited to negotiate the Contract.
- 16.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

17. Public Opening of Financial Proposals (for QCBS)

17.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the

opening of the Financial Proposals is optional and is at the Consultant's choice.

17.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

18. Correction of Errors

18.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

The Client's evaluation committee will (a) correct any computational of arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (subtotal) and the total amount or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

19. Taxes

19.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

20. Conversion to Single Currency

For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date

21. Combined Quality and Cost Evaluation

In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

D. Negotiations and Award

22. Negotiations

The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

The invited Consultant shall confirm the availability of Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant including but not limited to death or medical incapacity in such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical negotiations

The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial negotiations

The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

d. Release of funds

Conditions for Release of Payment to Consultant Agency:

The monthly invoice will be generated and submitted on the last working day of every month to the MzSRLM by the Technical Support Agency. If there is no objection in terms of performance, deliverable or invoice value then the invoice and the deliverables will be deemed accepted by the MzSRLM. Payments shall be released within 30 days of submission of invoice by the Technical Support Agency.

If there is an objection to the performance, deliverable or invoice value, then the MzSRLM shall have to raise the objection within 15 days of invoice submission date. In such a scenario, the Technical Support Agency shall take corrective measures and resubmit the invoice. Payments shall be released within 30 days of resubmission of invoice by the Technical Support Agency.

Please refer to Section 5 of the document for the milestones & monthly performance-based payment schedules. All payments will be strictly done as per the conditions put in the Section 5.



Conclusion of Negotiations

The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Client and the Consultant's authorized representative.

If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

Award of Contract

After completing the negotiations, the Client shall sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted Consultants.

The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

E. Termination Clauses

Termination for Default

- MzSRLM may without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected bidder, terminate the contract in whole or in part provided a cure period of not less than 90 days is given to the selected bidder to rectify the breach:
- If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by MzSRLM; or
- If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof;
- If the selected bidder, in the judgment of the MzSRLM, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- If the selected bidder commits breach of any condition of the contract
- If MzSRLM terminates the contract in whole or in part, amount of PG shall be forfeited.

Termination for Insolvency

Termination for Convenience

MzSRLM may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to MzSRLM.

- MzSRLM, by a written notice of at least 90 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for MzSRLM's convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- In such case, MzSRLM will pay for all the pending invoices as well as the work done till that date by the Technical Support Agency.
- In addition to above clause, MzSRLM will compensate the Technical Support Agency with 30 days of Fee (Remunerations).
- Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- Limitation of Liability—The MzSRLM shall not recover from the Technical Support Agency, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The MzSRLM shall not recover from TSA, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.

Termination by MzSRLM

The MzSRLM may, by not less than thirty (30) days' written notice of termination to the Technical Support Agency, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- The Technical Support Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the MzSRLM may have subsequently granted in writing;
- The Technical Support Agency 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;
- The Technical Support Agency fails to comply with any final decision reached as a result of arbitration proceedings.
- The Technical Support Agency submits to the MzSRLM a statement which has a material effect on the rights, obligations or interests of the MzSRLM and which the Technical Support Agency knows to be false;
- Any document, information, data or statement submitted by the Technical Support Agency in its Proposals, based on which the Technical Support Agency was considered eligible or successful, is found to be false, incorrect or misleading; or
- As the result of Force Majeure, the Technical Support Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days
- If the Govt. of Mizoram would like to terminate the contract for reasons not attributable to the Technical Support Agency's performance, they will need to clear all invoices for the consultancy services up to the date of their notice along with 1 month fee prorata fee out of the project fee for 12 months.
- If the Govt of Mizoram would like to terminate the contract for reasons attributable related to the Technical Support Agency's performance, the government will give a rectification notice for 3 months to Consultant in writing with specific observations and instructions.

Termination by Technical Support Agency The Technical Support Agency may terminate the Agreement, or any particular Services, immediately upon written notice to MzSRLM if the Technical Support Agency reasonably determine that Technical Support Agency can no longer provide the Services in accordance with applicable law or professional obligations.

Payment upon termination

Upon termination of this Agreement all pending payments due till the date of the termination of the contract will be made by MzSRLM to the Technical Support Agency within 30 days of the contract termination.

F. Performance Guarantee and Liquidity Damages

Performance Guarantee Within 30 days from the date of Letter of Invitation (LOI) from MzSRLM, the successful Technical Support Agency Consultant company / firm shall furnish the Performance Guarantee (PG) of an amount equal to 5% of its Financial Proposal, by way of Bank Guarantee issued by one of the Nationalized/Scheduled Banks in India for the due performance of the Assignment in the format at Appendix-A. The Performance Guarantee format at Appendix-A. The Performance Guarantee

Refund of PG: The PG shall be refunded within six months from the date of successful completion of the assignment (42nd month). It will be renewed based on the extension of the project in subsequent years.

Forfeiture of PG: PG shall be forfeited in the following cases:

- When any terms and condition of the contract is breached.

 When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the purchase/work order

Liquidity Damages

- 1. Except as provided under clause "Force Majeure", if the selected bidder fails to deliver Services within the period specified in the Contract, MzSRLM may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in penalty clause for delay until actual delivery, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, MzSRLM may terminate the Contract pursuant to clause "Termination".
- 2. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the selected bidder shall arrange services within the specified period.
- 3. Delivery period may be extended with or without liquidated damages if the delay in the supply of service is on account of hindrances beyond the control of the selected bidder.
- 4. The selected bidder shall request in writing to tendering MzSRLM giving reasons for extending the delivery period of service, if it finds himself unable to complete the supply of service within the stipulated delivery period. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of delivery of service after which such request shall not be entertained
- 5. MzSRLM shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that and grants extension with or without liquidated damages.
- 6. If MzSRLM agrees to extend the delivery period/schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, whatsoever beyond the contracted cost shall be paid for the delayed supply of service.
- 7. It shall be at the discretion of MzSRLM to accept or not to accept the supply of services rendered by the Technical Support Agency after the expiry of the stipulated delivery

period if no formal extension in delivery period has been applied and granted. MzSRLM shall have right to cancel the contract with respect to undelivered service.

Intellectual Property Rights

8. If MzSRLM needs the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period. The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Consultant own in performing the Services. Notwithstanding the delivery of any Reports, Consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consultant compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.



Instructions to Consultants (ITC)

E. Data Sheet

	A. General	
ITC Clause	Reference	
1	State: Mizoram, India	
2	Name of the Client: Mizoram State Rural Livelihood Mission (MzSRLM) Method of selection: Quality and Cost Based Selection	
3	Financial Proposal to be submitted together with Technical Proposal: Yes	
*	The name of the assignment is: "Engagement of Technical Support Agency under DDU GKY for Mizoram State Rural Livelihood Mission"	
4	Pre – Bid Queries: Queries regarding the RFP must be sent through e-mail as per the details mentioned in Schedule of Activities. Thereafter, no request for information will be considered.	
5	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: All relevant information and guidelines related to DDU GKY and MzSRLM	
	B. Preparation of Proposals	
6	This RFP has been issued in the English language.	
	Proposals shall be submitted in English language.	
	All correspondence exchange shall be in English language.	
7	The Proposal shall comprise the following:	
	<u>1st Inner Envelope</u> with Pre-Qualification Criteria – (Cover-A), Power of Attorney, EMD	
	FULL TECHNICAL PROPOSAL (FTP): 2nd Inner Envelope with the Technical Proposal (Cover-B) (1) TECH-1	

	(2) TECH-2 (3) TECH-3 (4) TECH-4 (5) TECH-5 (6) TECH-6
	AND
	3rd Inner Envelope with the Financial Proposal (Cover-C) (1) FIN-1 (2) FIN-2 (3) FIN-3
8	Statement of Undertaking is required: No
9	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: No
10	Proposals must remain valid for <u>120</u> calendar days after the proposal submission deadline
11	Clarifications may be requested no later than date & time mentioned in schedule of activities.
12	Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): No Or (b) other shortlisted Consultants: No
13	All key experts including key staff of Bidding Agency: 72 manmonths for 3 years
8	TSA's Team = 2 Full Time Professionals (36 months each)
	Total (2 Positions*36 months) = 72 man-months
14	Costs & per diem to be provided:
	 (1) Office infrastructure, including overheads support - Office space, furniture, water and electricity will be provided by MzSRLM (2) Any travel of the 2 resources (2.1 and 2.2) outside and within State for work related to MzSRLM shall be paid by MzSRLM as per its Travel Policy.
	Out of Pocket Expenses (which needs to be covered in the bid amount) shall include the following:

	 (1) Travel within the Aizawl for the Project (2) Cost of travel by the most appropriate means of transport and the most direct practicable route within Aizawl (3) Communications costs; (4) Cost of purchase or rent or freight of any equipment required to be provided by the Consultants; (5) Cost of reports production (including printing) and delivering to the Client; (6) Lodging & Boarding of the 2 resources (if applicable) (7) Other allowances where applicable and provisional or fixed sums (if any)
15	A price adjustment provision applies to remuneration rates: In case the term of TSA is extended by another year (post the initial 3 years), there will be an 5% year on year increment on the Manpower Costs and Out of Pocket Expenses
16	The Financial Proposal shall be stated in the following currencies: INR only
	C. Submission, Opening and Evaluation
17	The Consultant must submit: (a) Pre-Qualification Criteria: one (1) original, Bank Guarantee / Demand Draft for EMD, & Power of Attorney for the Authorised Signatory (b) Technical Proposal: one (1) original (c) Financial Proposal: one (1) original
18	The Proposals must be submitted no later than: Date: 26th May, 2023 Time: 04:00pm
19	An online option of the opening of the Technical Proposals is offered: No
20	Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals: A. MzSRLM will evaluate only the pre-qualified proposals as per the criteria stated in Section 1 Note: • The Technical & Financial proposals of disqualified bidder at progualification stage will be returned unoneged.

S. No.	Evaluation criteria	Max. Marks
1	Experience of Bidder (Provide details as per format along with certification or work order or contract document or Letter of Award for each project)	65
1.1	Experience of working (consulting / advisory projects) with State Rural Livelihood Missions for DDU GKY	15
	 3 marks per assignment (Maximum of 15 marks) 	
1.2	Experience of working as a Project Management Consultant (PMC) / Project Management Unit (PMU) for any State Skill Development Mission / State Employment Mission / State Skill Development Board / Agency in India (Value of contract > INR 2 Cr.)	10
	• 2 marks per assignment (Maximum of 10 marks)	g F :
1.3	Number of Advisory Assignments in Skill Development (value of contract > INR 5 Cr.) with any Central Ministry / MoRD / NSDC / MSDE / Donors in India:	10
	 2 marks per assignment (Maximum of 10 marks) 	
1.4	Skill Development Consulting Projects in India that have State as well as District Level PMU (Value of contract > INR 10 Cr.)	10
	 4 Marks Per Project (Maximum of 8 marks) Additional 2 Marks if the project is with a SSDM / SRLM (Maximum of 2 Marks) 	v
1.5	Experience of developing, implementing and monitoring the Entrepreneurship value chain projects for any Central or State Government Councils / Mission / Corporation / Board or project funded by UNICEF / ADB / World Bank / DFID in India.	10

		Total	100
	3	Project Understanding and Approach & Methodology for implementing the assignment (as per full technical proposal)	15
		2 marks if the candidate is e-SOP certified (Maximum of 2 marks)	45
		Assignment handled: 2 marks for each relevant assignment (Maximum of 6 marks)	
		>=3 years – 2 Marks<3 years – Nil	
		Should be at least a Post-Graduate Overall Experience:	
	2.2	Manager (MIS & M&E) (01) - 12 months deployment	10
		2 marks if the candidate is e SOP certified (Maximum of 2 marks)	40
		Assignment handled: 2 marks for each relevant assignment (Maximum of 6 marks)	
		>=5 years – 2 Marks <5 years – Nil Assignment by Alada	*
٠		Overall Experience:	
		12 months deployment Should be at least a Post-Graduate (PGDM / MBA / MSW / PGD in Rural Development Management / Rural Management / MA in Social Work)	
	2.1	Program Manager – Team Lead (SOP, Mobilization, Training & Placements) (01) –	10
	2	Key Personnel (as per the technical proposal Form Tech 6)	20
		 1 Mark Per Project (Maximum of 8 marks) Additional 2 Marks if any of the projects is in Mizoram (Maximum of 2 Marks) 	
	1.6	Experience of Advisory / Consulting Projects in North East Region:	10
		 2 marks per assignment (Maximum of 10 marks) 	

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	Kindly note: EMD shall be placed by the bidder in the 1st Inner Envelope with Pre-Qualification Criteria – (Cover-A). If the bidder fails to furnish EMD, the response document shall not be evaluated further.
25	Performance Guarantee (PG) Within 15 days from the date of Letter of Invitation (LOI) from MzSRLM, the successful TSA company / firm shall furnish the Performance Guarantee (PG) of an amount equal to 5% of its Financial Proposal, by way of Bank Guarantee issued by one of the Nationalized / Scheduled Commercial Banks in India for the due performance of the Assignment in the format at Appendix-A. The Performance Guarantee shall be for a period of twelve (12) months.
	Refund of PG: The PG shall be refunded within six months from the date of successful completion of the assignment (42 nd month)
	Forfeiture of PG: PG shall be forfeited in the following cases: - When any terms and condition of the contract is breached. - When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the purchase / work order The PG shall have to be extended based on extension of the project for subsequent years.
26	Penalty Clause In case the deliverable is delayed beyond 30 days from the submission date or the revised completion date (as agreed by MzSRLM in writing), and which is under the control of the TSA then a penalty of not more than 2% fee of that deliverable, shall be payable by the TSA to MzSRLM. Refer to Section 5 of the document for the milestones & monthly performance based payment schedules. All payments will be strictly done as per the conditions put in the Section 5.
27	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:
2 0	The publication will be done within 14 days after the contract signing.
28	Expected date for the commencement of the Services: Date: 5 th June, 2023 at Aizawl



Section 3 - Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { }throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

Checklist of Required Forms

Required for Proposal (√)	Form	Description	Page Limit
V	TECH-1	Technical Proposal Submission Form.	
√	TECH-2	Consultant's Organization and Experience.	
√ .	TECH-2A	A. Consultant's Organization	
V	TECH-2B	B. Consultant's Experience	
V	TECH-3	Comments or Suggestions on the Terms of Reference	3
V	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	30
√ V	TECH-5	Work Schedule and Planning for Deliverables	5
V	TECH-6	CVs (S)	15

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: Chief Executive Officer, MzSRLM Govt. of Mizoram Aizawl

Dear Sir,

We, the undersigned, offer to act as TSA under DDU-GKY for MzSRLM in accordance with your Request for Proposals dated .2023. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client

(b) Our Proposal shall be valid and remain binding upon us for the period of

time specified in the Data Sheet

(c) We have no conflict of interest as stated in the RFP

(d) We meet the eligibility requirements as stated in RFP

(e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

(f) Our Proposal is binding upon us and subject to any modifications resulting

from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date if indicated in the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature:		
Name and Title of Signatory:		
Name of Consultant:		
In the capacity of:		
, ,	6	
Address:	· , , , , , , , , , , , , , , , , , , ,	
Contact information (phone and e-mail).		



Form TECH-2(FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

- 1. Provide here a brief description of the background and organization of your company
- 2. Include organizational chart, a list of Board of Directors etc.

B - Consultant's Experience / Credentials

FORMAT FOR FURNSHING CONSULTANT'S EXPERIENCE / CREDENTIALS

Assignment Name:	Country:
Location within country:	
Name of Client:	*
01-10-1-10-1-10-1	
Start Date (Month/Year):	Approx. Value of Services (in Rs):
Completion Date(Month/Year):	
Current Status of the Project:	
Name of associated Consultants, if	
any:	
Narrative Description of the Project:	
	, s
Description of the actual services pr	ovided by your staff:

Form TECH-3 (FOR FULL TECHNICAL PROPOSAL)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment.



Form TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: description of the approach, methodology and work plan for performing the assignment.



WORK SCHEDULE AND PLANNING FOR DELIVERABLES Form TECH-5

No Deliverables 1 (D) D-1 {e.g., Deliverable #1: Report A 1) data collection 2) drafting 3) inception report													
D-1 {e.g., Deliverable #1: Re 1) data collection 2) drafting 3) inception report 6) delivery of final repo 6) delivery of final repo 7 {e.g., Deliverable #2: 7 Staffing: Core Team (Fame in TOR) given in TOR}							-	Months				2	
D-1 {e.g., Deliverable #1: Re 1) data collection 2) drafting 3) inception report 6) delivery of final repo D-2 {e.g., Deliverable #2: D-3 given in TOR} D-4	les (n)	-	2	3	4	2	9	2	8	6	:	L	TOTAL
1) data collection 2) drafting 3) inception report 6) delivery of final repo D-2 {e.g., Deliverable #2: D-3 given in TOR}	#1: Report A												
2) drafting 3) inception report 6) delivery of final repo D-2 {e.g., Deliverable #2: D-3 Staffing: Core Team (given in TOR) D-4													
3) inception report 6) delivery of final repo D-2 {e.g., Deliverable #2: D-3 Staffing: Core Team (given in TOR) D-4													
6) delivery of final repo D-2 {e.g., Deliverable #2: D-3 given in TOR} D-4													
D-2 {e.g., Deliverable #2: D-3 Staffing: Core Team ('a given in TOR') D-4	al report to Client}			-									
 D-2 {e.g., Deliverable #2: D-3 Staffing: Core Team (Tok) D-4 													
D-3 given in TOR} D-4	#2:}												
D-3 Staffing: Core Team (given in TOR) D-4					7								
	eam (TSA){ as							v					

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase. Duration of activities shall be indicated in a form of a bar chart. Include a legend, if necessary, to help read the chart.

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Form TECH-6

CURRICULUM VITAE (CVs overall page LIMIT- 5 PER CV)

Position Tit	le and No.		., K-1, TEAM L	EADER}
Name of Ex	pert:		ert full name}	
Date of Birt	h:	{day	y/month/year}	
Country of				
Citizenship	/Residence			
Education: educational	{List college/univers institutions, dates a	sity or o	other specializ d, degree(s)/d	red education, giving names of iploma(s) obtained}
everse orde	ar Please provide o	lates, r ed and	name of emplo location of the	{Starting with present position, list bying organization, titles of position assignment. Past employment the included.}
Period	Employing organization and title/position.	your	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005- present]	[e.g., Ministry of advisor/consultant to		URAL LIV	
			144	1/20
	ip in Professional A		(E) (E)	ublications:
Adequacy	for the Assignmen	t:		
1. Name or proj	of assignment ect:			*
Year:	100			
Location:				
Client:				
	ct features:			
Position/s	held:	-		

Activities performed:		
2. Name of assignment or project:	8	
Year:		, t
Location:		
Client:	·	
Main project features:		
Ü		
Position/s held:		
Activities performed:		,
Add more rows for additional	al projects / assignments	
Certification: I, the undersigned, certify that describes myself, my qualificathe assignment in case of	to the best of my knowledge and tions, and my experience, and I are an award. I understand that nerein may lead to my disqualificat	belief, this CV correctly n available to undertake any misstatement or ation or dismissal by the
Name of Evnort	Cianatura	{day/month/year}
Name of Expert	Signature	Date
		{day/month/year}
Name of authorized Representative of the Consulta (Same who signs the Proposa		Date



Section 4 - Financial Proposal - Standard Forms

{Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Man-month rate



FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: Chief Executive Officer, MzSRLM Govt. of Mizoram Aizawl

Dear Sir.

We, the undersigned, offer to act as TSA under DDU GKY for MzSRLM in accordance with your Request for Proposal dated ___ / ___ / 2023.

amount of for the Proposal is attached Financial Our {Indicate the corresponding to the amount(s) {Insert amount(s) in words and figures}, excluding of all taxes in accordance with the ITC & Data Sheet.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Data Sheet. No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: Name and Title of Signatory: In the capacity of: Address:

E-mail:

FORM FIN-2 SUMMARY OF COSTS (IN INR ONLY)

Particulars	INR (Figures)	INR (Words)
Fee Component for a period of 36 Months (I)		2
Overheads and Operational Cost (II)		
Any other Costs (III)		
Financial Proposal (Grand Total = + +)		

Authorized Signature {In full and initials}: Name and Title of Signatory:

In the capacity of:

Address:

E-mail:

FIN-3 Man-month rate

Man-month rate for the project. Client may use this rate-card for chargeable change request or for any other consulting / advisory work that can be delivered by the TSA. This rate-card will be valid for the entire period of the 12 months and will have 5 % price escalation year on year in case of extension.

Profiles	Per Man Month (INR)
Program Manager – Team Lead (SOP, Mobilization, Training & Placements) (01)	
Manager (MIS and M&E) (01)	

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail:

Section 5. Terms of Reference (TOR)

Technical Support Agency (TSA) under DDU GKY for MzSRLM

A. Background:

MzSRLM is seeking consultancy services to be provided through placement of qualified human resources to MzSRLM by the concerned TSA. The TSA will be responsible for deploying human resources as agreed in the agreement. This dedicated team of experts / professionals would be appointed by the TSA for carrying out the assignment.

B. Objective of the Assignment:

To provide certain defined services to MzSRLM in DDUGKY / job theme by assisting in implementation of the DDU-GKY program in the state of Mizoram in an effective manner.

C. Scope of the assignment:

a. Assist the mission in empanelment of training providers as per the approved proposals and apprise the existing PIAs for further engagement: The TSA team will be responsible for overall coordination in the empanelment of PIAs (as per DDU-GKY guidelines/ SOP/guidelines provided by MzSRLM through workshops, road shows etc.) by implementing a system for technical as well as financial assessment of the proposals received from prospective partners and further coordination till partner is on-board.

i. Proposal evaluation of the online proposals with due diligence

ii. Release and management of expression of interest (EOIs), request for proposal (RFPs), release of advertisement and tender notices

iii. Support in technical and financial assessment

iv. Background documentation for empanelment of the partner

v. Management of MoU as per DDU-GKY SoP and guidelines

vi. Support MzSRLM in legal matter related to penalty, recovery from PIAs, if required

vii. Orientation of PIAs with current policies, expectations and deliverables

viii. Provide quarterly report indicating above outputs

ix. Appraise the existing PIAs performance for further program delivery,

allocation of target etc.

b. Development of a comprehensive framework for monitoring and supporting projects under skilling and placement mission: The TSA will assist the DDUGKY team in monitoring of overall skill training program under DDU-GKY implementation thus, enabling effective implementation at state, district and block levels. Following are the detailed activities that TSA will undertake for effective project monitoring:

 Facilitate orientation of new partners during the initial phase: The TSA team will coordinate, conduct and lead the kick-off meetings with all the new partners. The following broad level activities are to be undertaken during the process:

- Review of MoUs between MZSRLM and PIA followed by preparation of compendium of KPIs/financials/ geographical commitments, etc. for each partner before the kick-off meetings.
- Orientation of the PIA on monitoring processes and associated reporting requirements. Primary focus of discussion could be as follows:
 - Use of skill portal for reporting
 - The tools and templates to be used for reporting purpose
 - Appointment of a nodal person for coordination on monitoring and evaluation activities from Partner
 - The partner performance evaluation scorecard, its parameters, associated weightage and the frequency of evaluation
 - The training numbers to be achieved by the partner and the associated timelines as per the agreement
- ii. Facilitate and support in Skill Development Management System implementation, training, support and maintenance: The TSA would provide technical inputs in the MIS required to be maintained at state level, basis the requirements of MoRD
- iii. Coordinate, collate, prepare and track progress reports of all partners: The TSA will undertake following activities to monitoring of PIAs:
 - Coordinate with partners to ensure timely submission of monthly reports.
 - Educate the partners on the reporting formats, templates and any other specific information requirements as per MIS tool used/ over mail/ DDU-GKY site
 - Review the reports for any information gaps and highlight the same to the respective partner through discussion on call/ formal mailers/ meetings
 - Provide Preparation of the summary dashboard to give a snapshot of the monthly performance by partners
 - Analysis of the overall performance of all MZSRLM partners and highlighting any major trends noticed during the process and also highlight specific challenges being faced by partners.
 - periodic guidance notes to identify and notify non-compliance to partners
- iv. Physical site inspections of each PIAs: The TSA will undertake following activities under physical inspections:
 - Periodic inspection of each training center. During these inspections the information provided by the PIA on the online

MIS system will be verified including the inspection notes and compliance of the quality team. Specific formats of inspection and matrix to assess the quality of the centers to be devised. Scientific representation of the centers in terms of grading or ranking to be done as well periodically.

- Once in three months, inspect number of randomly chosen training centers chosen using sampling standards approved by MoRD
- Share report on the finding and status of compliance notes from such inspections for improving the quality of the programme.
- v. Monitoring the progress through monthly conference calls / using MIS based reports / financial tracking / field inspections etc.: Track the progress of the PIAs center wise and discuss overall reporting and performance related issues and concerns.
 - These shall throw open an effective channel where MZSRLM and PIAs can jointly discuss the project performance, assistance required from MZSRLM, issues and concerns and arrive at mutually agreeable solutions.
 - These calls will be documented so as to keep a track of the discussed issues and the associated action items, which can be reviewed in the subsequent call.
- vi. Monthly and quarterly progress review of PIAs: The TSA will analyse the monthly and quarterly performance with respect to training, placement and retention targets by each PIA and share the report for discussion with MZSRLM. Corrections in target, capacity building measures and action plan for the PIAs would be provided quarterly basis based on the monthly reports.
- c. Assist the mission in quality assurance of PIAs as per the project guidelines: The PMU will assist the skills / Jobs team of MZSRLM in maintaining the overall quality of the DDU GKY by conducting quality audits on training center infrastructure, trainer and training quality, course curriculum & learning material, certification etc. Specific quality circles could be created with set responsibilities by MZSRLM for better delivery of the project.
- d. Facilitate fund disbursement to PIAs through financial and physical performance analysis: Assist MZSRLM Skills/Jobs Theme in disbursement of fund by preparing reports on partners' performance and compliances.
 - i. Monitoring the parameters that need to be met before 2nd, 3rd and 4th instalment on fortnightly basis (or as defined by MoRD)
 - ii. Highlight deviations to the MZSRLM team for further discussion points with the PIAs

- iii. Review of documents received from PIAs and verify all required documents have been received and are complete in all aspects
- iv. In case of any discrepancies, the TSA will highlight the same to the MZSRLM
- v. In case there are any major issues or discrepancies observed in the performance of the PIA, the PMU
- vi. team will conduct meetings and discussions with the PIAs representatives to gain an insight into the challenges
- vii. Support MZSRLM Skills Theme in auditing, prediction of fund required and analysis of UCs
- e. Performing the roles of a Knowledge Partner: The TSA will also bring substantial knowledge in skill development and would play the roles of a Knowledge Partner with following responsibilities of knowledge management:
 - i. Support in mapping of jobs in industries
 - ii. Knowledge partner will help in benchmarking the proposed curricula and duration of each level of the training in various sectors.
 - iii. Establish strategies and processes for regular review and upgradation of courses so that they always remain contemporary.
 - iv. Knowledge Partner will help the Skills Theme to focus on new emerging occupations/ employment avenues.
 - v. Periodic Impact assessment studies on key initiatives, PIAs and their performance tracking market change and key learning by engaging credible firms consultants.
 - vi. Will suggest innovative pilots for the state.
 - vii. Will bring in best practices of other projects across the country.

D. Review and Monitoring of the Assignment

The performance of the TSA will be judged on the basis of work done against the agreed work plans. The TSA will prepare activities as per MzSRLM Skills Theme plan. A joint quarterly review mechanism will be put in place and represented by core members of MzSRLM and the TSA. The review of the progress and plan for future action will be decided therein. In case, MzSRLM has any objections related to assignment deliverables, it will inform the agency in writing. The agency will comply with the recommendation made by MzSRLM and accordingly complete the assignment.

E. Reporting

For all purposes the Technical Support Agency (TSA) will be reporting to the CEO - MzSRLM, or his/her designee. It will generate brief Monthly Progress Reports (MPR) highlighting the accomplishment against the agreed operational plan.

F. Duration of the assignment

Initially duration of assignment will be three (03) years, and it should begin in 8th June, 2023 (after the awarding of contract formalities is completed). Depending on annual performance review of the selected agency, and available budget, the contract may be

extended further upto 2 years on yearly basis, up to maximum of total 5 (3+2) years with mutual agreement.

G. Payment Terms

MzSRLM will make monthly payments to the TSA. The TSA will engage in an inception and design phase. This will include an as-is assessment of the current capacity of the MzSRLM and prioritize interventions related to DDU GKY in the State. The TSA and the MzSRLM will in consultation develop an action plan for the assignment, with monthly deliverables. The payment to the TSA will be made against the achievement of these deliverables. Some of the Deliverables identified include the following:

No.	Particulars / Milestones / Work Products	Payment Percentage	Month (s)
^	Team Deployment (of 2 Full Time	1.50%	M1
Α	Experts) & Project Kick off meeting	1.0070	
		1.50%	M1
B-1	Annual Work Plan for Year 1	1.5070	1011
B-2,	Annual Work Plans for Year 2, Year 3	4% (2% * 2	M13, M25
B-3		times)	
C-1,	Annual Report for Year 1, Year 2, and	6% (2%*3	M13, M25, M36
C-2,	Year 3	times)	*
C-3	RURAL LIVE	G00/ (00/ ± 00	M4 to M26
D-1	Monthly Progress Reports	72% (2% * 36	M1 to M36
to	N S N	months)	
D72	Work Product 1 – Assist in organizing	5%/(1.25%*4	M4, M8, M12, M24
E-1	Industry / CXO Meet (4 nos.)	times)	W1, W5, W12, W2
to E-4	Industry / CXO Meet (4 1105.)	***************************************	11
F-1,	Work Product 2 - Knowledge Support	2% (1%* 2	M2, M6
F2	in conducting Alumni Meet	times)	
G	Work Product 3 – Grading of PIAs	2%	M12
Н	Work Product 4 – Concept Note and	2%	M12
* *	Proposal for a workable Migration		
	Support Centre Model	e 2 ^N	*
I-1,	Work Product 5 – Support in	2% (1%* 2	M6, M18
I-2	conducting Job Fairs (2 nos.)	times)	
J	Work Product 6 - Project Final Report	2%	M36
	of TSA	v .	
		1 11 12 1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1-	naion of doliverables by

The payments will be output based and dependent on the submission of deliverables by the TSA. TSA will follow a monthly invoicing process. All the deliverables for the month will be submitted as per the timelines as per the mutually agreed timelines during the