Request for Proposal

for

Empanelment of Agencies for
'Conducting Evaluation Studies, Sample Surveys and providing expert services in statistical & economic activities'

<u>Issued By</u>

Directorate of Economics & Statistics, Planning Department
Government of Maharashtra

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1 Glossary

Terms	Meaning
RFP	Request For Proposal
EMD	Earnest Money Deposit
GoM	Government of Maharashtra
PBG	Performance Bank Guarantee
PQ	Pre-Qualification
Government	Government of India or Government of Maharashtra
DES	Directorate of Economics & Statistics
Bidder	Entity which will respond to this RFP
Government Agencies	Government entities which will assign actual work to empanelled vendors
Empanelled Vendor	Entity which has been empanelled in the respective category by DES, GoM as a result of this RFP
Committee	Evaluation Committee which would evaluate the responses to this RFP

2 Invitation for Proposal

2.1 RFP Notice

This RFP Document is being published by the Directorate of Economics & Statistics, Planning Department, Government of Maharashtra for inviting technical proposals / bids to empanel agencies/organizations/firms/institutes/companies (duly registered/established in India under relevant acts and rules) for conducting evaluation studies, sample surveys and providing expert services in statistical & economic activities.

Bidders are advised to study this RFP document carefully before submitting their proposals in response to the RFP notice. The empanelment of the agencies shall be done in separate groups(Group I (Corporate, Private Companies/Institutions/Firms/Organisations) & Group II (Government aided/funded entities (such as Academic Institutes, Research Institutes, Universities, etc.)). Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. This RFP document is not transferable.

2.2 Important Dates / Information

#	Information	Details
1.	Project Name	Empanelment of agencies for 'Conducting Evaluation Studies, Sample Surveys and providing expert services in statistical & economic activities'
2.	RFP reference No and Date	RFP Reference No.: OAP/1116/EVL/277 Date: 09 may 2016
4.	RFP Fee (Non-refundable)	INR 1,000/- (Rupees One Thousand only) To be submitted online at **https://mahatenders.gov.in** (Bidders intending empanelment in Group II are exempted for submitting RFP Fee)
5.	EMD	INR 5,000/- (Rupees Five thousand only) To be submitted online at **https://mahatenders.gov.in** (Bidders intending empanelment in Group II are exempted for submitting EMD)
6.	Last date for submission of queries for clarifications via email	20-may-2016
7.	Date , Time & Place of pre-bid meeting	Date - 23-may-2016 Time - 3.00 pm Place - 4th floor, Conference Hall, EDP Centre, Directorate of Economics and Statistics, New Admin bldg, Opposite Mantralaya, Madam kama road, Mumbai-32
8.	Last date (deadline) for receipt of RFP Fee	06-Jun-2016

9.	Last date (deadline) for receipt of proposals in response to RFP notice	06-Jun-2016
10.	Place, Time and Date of opening of the proposals received in response to the RFP notice	Date - 07-Jun-2016 Time - 5.00 pm Place - 4th floor, Conference Hall, EDP Centre, Directorate of Economics and Statistics, New Admin bldg, Opposite Mantralaya, Madam kama road, Mumbai-32
11.	Presentation on technical proposal by the bidders	To be Informed Later
12.	Contact Person for queries	Mr. Yogendra Chaudhari Deputy Drector, Contact 022 22797005 Mr. Sunil Suryavanshi Research Officer, Contact 022 22797020

3 Introduction and Background

The Directorate of Economics and Statistics (DES) is functioning as a Nodal Statistical Agency of Government of Maharashtra, which is administratively under control of the Planning Department at Mantralaya. The main functions of the Directorate are to collect official statistics, to collect data through surveys, censuses and to conduct type studies on such matters for which official statistics are inadequate / not available; to analyse the data so collected; to undertake evaluation of important programmes / schemes / projects; to bring out statistical publications regularly; to impart training to statistical personnel; to co-ordinate the work of statistical sections in different departments of the State Government & give them technical guidance and to give advice to the State Government on economic and statistical matters.

DES has different sections for conducting evaluation studies and sample surveys, however, owing to constraint of manpower, limited number of evaluation studies & sample surveys are being undertaken. With a view to improve the quality of studies/surveys and to conduct more number of studies/surveys, this RFP intends to empanel reputed agencies/organizations/firms/institutes/ companies (duly registered/established in India under relevant acts and rules) to facilitate DES and other government departments/agencies (including government/semi-government offices) to select appropriate agency from the empanelled list for assigning studies/surveys.

4 Scope of Work

4.1 RFP Objectives

The objective of this RFP is to empanel agencies/organizations/firms/institutes/companies (duly registered in India under relevant acts and rules) which are functioning in the domain of conducting evaluation studies and sample surveys in India. As a result of the empanelment through this RFP, the expected key benefits are listed below:

i. Standardization of procedures for conducting evaluation studies and sample surveys by Government Agencies in the State of Maharashtra
ii. Improvement in quality of evaluation studies and sample surveys
iii. Reduction in the time taken to complete the tendering process by individual Government Agencies
iv. Enable Government to conduct evaluation studies and sample surveys at large scales covering various developmental sectors
v. Facilitate Government Agencies to take corrective steps towards effective implementation of developmental schemes
vi. To avail services of experts in statistical and economic activities of GoM

4.2 Classification of intending bidders

In the fitness of the above, this RFP invites bids from two different groups and categories of Bidders. The classification of groups and categories is as follows:

Group I: Corporate, Private Companies/Institutions/Firms/Organisations:

- **Category A1:** The agencies/organizations/firms/institutes/companies having capabilities to conduct state-wide evaluation studies / sample surveys covering 10 or more districts <u>or</u> more than the geography of one revenue division of the State of Maharashtra.
- **Category B1:** The agencies/organizations/firms/institutes/companies having capabilities to undertake evaluation studies / sample surveys at a local level, i.e. covering less than 10 districts <u>or</u> restricted to the geography of one revenue division of the State of Maharashtra.

Group II: Government aided/funded entities (such as Academic Institutes, Research Institutes, Universities, etc.):

- **Category A2:** Government aided/funded entities (such as Academic Institutes, Research Institutes, Universities, etc.) having capabilities to:
    - Conduct state-wide evaluation studies / sample surveys covering 10 or more districts or more than the geography of one revenue division of the State of Maharashtra
      <u>or</u>
    - Provide consultancy in the field of evaluation studies / sample surveys at national / international level.
- **Category B2:** Government aided/funded entities (such as Academic Institutes, Research Institutes, Universities, etc.) with head office located in Maharashtra having capabilities to undertake evaluation studies / sample surveys at a local level, i.e. covering less than 10 districts <u>or</u> restricted to the geography of one revenue division of the State of Maharashtra.

<u>Academic Institutes, Research Institutes, Universities, etc.</u> **<u>which are funded by Government on regular basis (for overall functioning and not for specific</u>**

purpose / short duration) at state-level or local-level will be empanelled directly on submission of authorisation/ no objection certificate from the Registrar/Administrative Dept of respective entity. Multiple departments / sections of such academic institutes, research institutes, universities, etc. may submit their proposal jointly or collectively but only as a single proposal. This Directorate reserves right to empanel them by invitation.

4.3 Empanelment Period

The empanelment through this RFP shall remain in force /valid for a period of 5 years; however, the DES reserves the right to amend / delete empanelled list based on time to time reviews of the performance of empanelled agencies. Further, DES may also float RFP / RFPs for augmenting the list of empanelment agencies.

4.4 Scope of Work for Empanelled Agencies

This RFP shall lead to categorized list of empanelled agencies based on their capabilities & areas of interest. For actual conduct of evaluation studies / sample surveys, the empanelled agencies would be required to carry out the following activities within stipulated timelines which shall be decided by the Government Agencies:

(i) To define objectives of survey
(ii) To formulate evaluation study/sample survey implementation procedure
(iii) To design schedule for conducting evaluation studies/sample surveys
(iv) To determine coverage in terms of geography, population frame, etc. for canvassing schedules
(v) To conduct pilot studies (if required) and suggest best sampling technique & sample size for maximizing confidence levels & minimizing sampling error for getting reliable estimates at levels (aggregated / disaggregated) determined by Government Agencies with the given financial constraints and administrative feasibilities
(vi) To prepare Instruction Manual for conducting field work
(vii) To impart training for conducting field work
(viii) To conduct field work
(ix) To monitor field work & take corrective measures
(x) To capture data (collection, data entry & compilation)
(xi) To validate captured data
(xii) To tabulate validated data
(xiii) To analyse tabulated data
(xiv) To submit report covering results & recommendations
(xv) To submit raw data to Government Agency with a copy to DES

The activities (vi), (vii), (viii), (ix) and (x) may or may not be assigned to the empanelled vendor by the government agency which, at its discretion, may complete these activities internally or may outsource them. The Government agency shall decide milestones for each of the above broad activities. The successful empanelled agency will have to work in co-ordination with the Government Agency for completing assigned task in a stipulated manner. Further, successful empanelled agency shall have to submit report/ PowerPoint slides detailing achievement of the milestone. It may be noted that the payments to the successful empanelled agency shall be based on successful completion of each of the milestone.

The data generated/collected through the assignment given by the government agency shall be the property of the respective government agency. The successful empanelled agency shall not use such data for commercial purposes. However, if the successful empanelled agency desires to use data for academic or research purposes, successful empanelled agency shall submit written request to the government agency and the government agency shall examine the proposal and may permit successful empanelled agency for using data. However, such permission shall not be binding on government agency.

The United Nations has also emphasized on conducting evaluation studies. The United Nations Evaluation Group has prescribed certain standards for conducting evaluation studies and provided guidelines for conducting such studies. These standards are available at: http://www.uneval.org/document/detail/22 . It is advisable that the Government Agencies and empanelled vendors may refer to these standards for conducting evaluation studies.

DES Maharashtra is a nodal statistical agency of the State for all statistical matters. The DES collects various data though surveys, censuses and administrative systems. The DES brings out annual publication such as Economic Survey of Maharashtra, Basic Statistics of Maharashtra, State Statistical Abstract, District Statistical Abstract, etc. The intending bidders are requested to go through these publications which are available on the official website of DES (www.mahades.maharashtra.gov.in). Further, the Government of India has identified 20 core statistical activities for strengthening statistical systems in the States as given in annexure. Considering these core statistical activities, the proposed list of the activities envisaged under Strengthening of Statistical systems in Maharashtra is enclosed herewith as given in annexure. It is expected that the program of strengthening of statistical systems in Maharashtra shall be implemented in the near future as per the directives of the GoI. The DES may engage agencies from the empanelment list for availing expert services on the subjects as given in annexure and other statistical & economic activities undertaken by DES. In addition to this, if the Government Agencies require such expert services, they may appoint agencies from the empanelled list.

4.5 Selection Criteria for the actual assignment of evaluation studies or sample surveys or availing expert services by DES / Government Agencies

In case the Government Agencies decide to carry out evaluation studies or sample surveys from Group I vendors, the following procedure shall be adopted.

The Government Agencies shall either prepare technical approach paper by themselves or call for technical approach paper from the empanelled list of Group I vendors. Further, the Government Agencies may take technical assistance from the empanelled Group II vendors for preparing approach paper. Based on the acceptable approach paper, the commercial bids shall be called by floating limited tenders. The limited tenders shall be floated to invite empanelled vendors as per the following criteria:

(i) In case the evaluation study covers 10 or more districts or more than the geography of one revenue division of the State of Maharashtra, only vendors of category 'A1' shall be eligible to participate. In such cases, the commercial evaluation shall be carried out and L1 vendor shall be awarded the contract.

(ii) In case the evaluation study covers less than 10 districts or restricted to the geography of one revenue division of the State of Maharashtra, both the vendors of category 'A1' & 'B1' shall be eligible to participate. In such cases, the commercial evaluation shall be carried out and the successful vendor shall be decided based on the following formula:

Let:

- L1(B1) = Lowest quote of Category B1
- L1(A1) = Lowest quote of Category A1

Case 1:If L1(A1) - L1(B1) >= 0.25*L1(B1), then vendor quoting L1(B1) shall be declared as successful and contract value shall be L1(B1) amount or lesser subject to negotiations.

Case 2:If L1(A1) - L1(B1) < 0.25*L1(B1), then vendor quoting L1(A1) shall be declared as successful and contract value shall be L1(A1) amount or lesser subject to negotiations.

Example 1:

Say, L1(B1) = Lowest quote of Category B1 = Rs. 100
L1(A1) = Lowest quote of Category A1= Rs. 126
Now, L1(A1) - L1(B1) = 126 – 100 = Rs. 26
0.25*L1(B1) = 0.25*100 = Rs. 25
Hence, L1(A1) - L1(B1)>0.25*L1(B1)
This implies that vendor quoting L1(B1) shall be declared as successful as per Case 1 highlighted above and contract value shall be Rs. 100 or lesser subject to negotiations.

Example 2:

Say, L1(B1) = Lowest quote of Category B1 = Rs. 500
L1(A1) = Lowest quote of Category A1= Rs. 550
Now, L1(A1) - L1(B1) = 550 – 500 = Rs. 50
0.25*L1(B1) = 0.25*500 = Rs. 125
Hence, L1(A1) - L1(B1)<0.25*L1(B1)
This implies that vendor quoting L1(A1) shall be declared as successful as per Case 2 highlighted above and contract value shall be Rs. 550 or lesser subject to negotiations.

Example 3:

Say, L1(B1) = Lowest quote of Category B1 = Rs. 300
L1(A1) = Lowest quote of Category A1= Rs. 375
Now, L1(A1) - L1(B1) = 375 – 300 = Rs. 75
0.25*L1(B1) = 0.25*300 = Rs. 75
Hence, L1(A1) - L1(B1) = 0.25*L1(B1)
This implies that vendor quoting L1(B1) shall be declared as successful as per Case 1 highlighted above and contract value shall be Rs. 300 or lesser subject to negotiations.

(iii)The Government Agencies shall have the discretion of directly assigning the job of conducting evaluation study and / or sample survey (complete or partial) to the Group II vendors by inviting approach paper & commercial proposal from them. Under such

situation, Government Agencies must ensure that the assignment is awarded to the Group II vendors only if the commercial bids are found reasonable.

(iv) The Group I vendors will have the option to tie-up/collaborate with Group II vendors after empanelment. In case the Group II vendors wish to tie-up/collaborate with Group I vendors, they can do so but will have to participate in the limited tender process.

(v) As stated above the government agency shall float limited tenders amongst empanelled agencies in Group I. The award criteria shall be normally based on lowest quote (L1). However, the government agency shall have discretion of specifying award criteria based on joint techno-commercial evaluation of bids, if the proposed assignment is state-wide in nature and which is strictly for only empanelled agencies in Group I A1 category.

5 Pre-qualification Criteria for Group I & II bidders

DES shall verify whether the Bidder meets the specified pre-qualification criteria to decide eligibility.

5.1 Pre-qualification criteria for empanelment in Category A1 of Group I

#	Pre-Qualification Criteria	Documents required for substantiating pre-qualifying criteria
1	The Bidder must be an organization registered in India, under relevant Act and should be in existence for a minimum period of **10 years** in India as on date of bid submission	Copy of Certificate of Incorporation / Registration Certificate
2	The Bidder must be in profit in each of the following **3 financial years** (2012-13, 2013-14 and 2014-15)	Copy of the audited balance sheet and Profit & Loss statement of the company in each of the 3 financial years (2012-13, 2013-14 and 2014-15)
3	The Bidder must have an **income of minimum Rs. 25 crores** in the business of: i. Providing consultancy for conducting evaluation studies, sample surveys, designing methodologies, conducting field work, data capturing, validating, tabulation, analysis & report writing since 1st April, 2011 **and / or** ii. Providing end-to-end services for conducting evaluation studies, sample surveys, designing methodologies, conducting field work, data capturing, validating, tabulation, analysis & report writing since 1st April, 2011	Certificate from Chartered Accountant or Auditor to substantiate this criterion

#	Pre-Qualification Criteria	Documents required for substantiating pre-qualifying criteria
4	The Bidder should have undertaken **minimum 10 (ten) projects** (of which **at least 3 projects** should be at national / international level) in the business of: i. Providing consultancy for conducting evaluation studies, sample surveys, designing methodologies, conducting field work, data capturing, validating, tabulation, analysis & report writing during the period 2011-2015 (calendar years) **and / or** ii. Providing end-to-end services for conducting evaluation studies, sample surveys, designing methodologies, conducting field work, data capturing, validating, tabulation, analysis & report writing during the period 2011-2015 (calendar years)	Copy of work orders to support this criterion
5	The Bidder should possess web based software development environment and manpower	Certificate from HR supporting this criterion in the given format
6	The Bidder should have capability in practising advanced analytical software tools such as SAS, SPSS, etc.	Certificate from HR supporting this criterion in the given format
7	The Bidder should have **at least 15 (fifteen) members team** comprising of the following expertise: i. **Qualified Statisticians** (Post Graduate in Statistics), ii. **Qualified Demographer** (Post Graduate in Population Science), iii. **Qualified Economists** (Post Graduate in Economics), iv. **Qualified Chartered Accountants or ICWA**, v. **Civil Engineers** (Graduate in Civil Engineering), vi. **Qualified Social Scientist** (Post Graduate in Social Science / Social Work) vii. At least **one expert** should be well conversant (Speak/Read/Write) with **Marathi language**.	Certificate from HR for having at least 15 (fifteen) expert manpower on payroll of the bidder along with the profile of each expert in the given format. **or** Certificate from HR for having at least 6 (six) expert manpower on payroll of the bidder & for the remaining manpower necessary tie-ups with external experts in the respective fields have been made by the bidder. The profile of each expert in the given format along with the consent (of the external experts) should be attached.
8	The Bidder should not have been blacklisted by	Self-declaration letter by bidder as per

#	Pre-Qualification Criteria	Documents required for substantiating pre-qualifying criteria
	Central / State Government in India at the time of submission of the Bid	format given in this RFP document
9	The Bidder must have valid Service Tax and Income Tax registration in India	Proof of valid Service Tax Registration in India & Copy of PAN Card

5.2 Pre-qualification criteria for empanelment in Category B1 of Group I

#	Pre-Qualification Criteria	Documents required for substantiating pre-qualifying criteria
1	The Bidder must be an organization registered in India, under relevant Act and should be in existence for a minimum period of **5 years** in India as on date of bid submission	Copy of Certificate of Incorporation / Registration Certificate
2	The Bidder must be in profit in each of the following **3 financial years** (2012-13, 2013-14 and 2014-15)	Copy of the audited balance sheet and Profit & Loss statement of the company in each of the 3 financial years (2012-13, 2013-14 and 2014-15)
3	The Bidder must have an income of **minimum Rs. 25 lakhs** in the business of: i. Providing consultancy for conducting evaluation studies, sample surveys, designing methodologies, conducting field work, data capturing, validating, tabulation, analysis & report writing since 1st April, 2011 **and / or** ii. Providing end-to-end services for conducting evaluation studies, sample surveys, designing methodologies, conducting field work, data capturing, validating, tabulation, analysis & report writing since 1st April, 2011	Certificate from Chartered Accountant or Auditor to substantiate this criterion
4	The Bidder should have undertaken **minimum 5 (five) projects** in the business of: i. Providing consultancy for conducting evaluation studies, sample surveys, designing methodologies, conducting field work, data capturing, validating, tabulation, analysis & report writing during the period 2011-2015 (calendar years) **and / or**	Copy of work orders to support this criterion

#	Pre-Qualification Criteria	Documents required for substantiating pre-qualifying criteria
	ii. Providing end-to-end services for conducting evaluation studies, sample surveys, designing methodologies, conducting field work, data capturing, validating, tabulation, analysis & report writing during the period 2011-2015 (calendar years)	
5	The Bidder should have **at least 7 (seven) members team** comprising of the following expertise: i. **Qualified Statisticians** (Post Graduate in Statistics), ii. **Qualified Economists** (Post Graduate in Economics), iii. **Qualified Social Scientist** (Post Graduate in Social Science / Social Work) iv. At least **one expert** should be well conversant (Speak/Read/Write) with **Marathi language.**	Certificate from HR for having at least 7 (seven) expert manpower on payroll of the bidder along with the profile of each expert in the given format. **or** Certificate from HR for having at least 3 (three) expert manpower on payroll of the bidder & for the remaining manpower necessary tie-ups with external experts in the respective fields have been made by the bidder in the given format. The profile of each expert in the given format along with the consent (of the external experts) should be attached.
6	The Bidder should not have been blacklisted by Central / State Government in India at the time of submission of the Bid	Self-declaration letter by bidder as per format given in this RFP document
7	The Bidder must have valid Service Tax and Income Tax registration in India	Proof of valid Service Tax Registration in India & Copy of PAN Card

5.3 Pre-qualification criteria for empanelment in Category A2 of Group II

#	Pre-Qualification Criteria	Documents required for substantiating pre-qualifying criteria
1	The participating entity must be an academic / research institute registered under Societies Registration Act or constituted / established under any other relevant Act or accredited with Government and should be in existence for a minimum period of **15 years** in India as on date of bid submission	Relevant evidence (such as Copy of Registration Certificate, etc.)
2	The participating entity must be funded by Government on regular basis (for overall functioning and not for specific purpose /	Self-declaration in the specified format

#	Pre-Qualification Criteria	Documents required for substantiating pre-qualifying criteria
	short duration) at state-level or local-level.	
3	The participating entity should have undertaken **minimum 5 projects** in the business of conducting evaluation surveys / sample surveys, providing consultancy in statistical & economic matters during the period 2011-2015 (calendar year) of which **at least 2 projects** should be at national / international level.	Copy of work orders in the name of the concerned entity or its team member(s) representing the entity to support this criterion
4	The participating entity should have **at least 5 (five) members team** comprising of the following expertise: i. **Qualified Statisticians** (Post Graduate in Statistics), ii. **Qualified Economists** (Post Graduate in Economics), iii. **Qualified Social Scientist** (Post Graduate in Social Science / Social Work) iv. At least **one expert** should be well conversant (Speak/Read/Write) with **Marathi language.**	Self-declaration Certificate from Registrar / Administration of the entity in the given format

5.4 Pre-qualification criteria for empanelment in Category B2 of Group II

#	Pre-Qualification Criteria	Documents required for substantiating pre-qualifying criteria
1	The participating entity must be an academic / research institute registered under Societies Registration Act or constituted / established under any other relevant Act or accredited with Government and should be in existence for a minimum period of **10 years** in India as on date of bid submission	Relevant evidence (such as Copy of Registration Certificate, etc.)
2	The participating entity must be funded by Government on regular basis (for overall functioning and not for specific purpose / short duration) at state-level or local-level.	Self-declaration in the specified format
3	The participating entity should have	Copy of work orders in the name of the

#	Pre-Qualification Criteria	Documents required for substantiating pre-qualifying criteria
	undertaken **minimum 3 projects** in the business of conducting evaluation surveys / sample surveys, providing consultancy in statistical & economic matters during the period 2011-2015 (calendar year)	concerned entity or its team member(s) representing the entity to support this criterion
4	The participating entity should have **at least 3 (three) members team** comprising of the following expertise: i. **Qualified Statisticians** (Post Graduate in Statistics), ii. **Qualified Economists** (Post Graduate in Economics), iii. **Qualified Social Scientist** (Post Graduate in Social Science / Social Work) iv. At least **one expert** should be well conversant (Speak/Read/Write) with **Marathi language.**	Self-declaration Certificate from Registrar / Administration of the entity in the given format

6 Technical Evaluation Process for Group I bidders

6.1 Evaluation Process

The bidder must possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by DES. The bidder's bid must be complete in all respects, conform to all the requirements, terms and conditions and specifications as stipulated in this RFP document. The evaluation process of the RFP proposed to be adopted by DES is indicated under this clause. The purpose of this clause is only to provide the bidder an idea of the evaluation process that DES may adopt. However, DES reserves the right to modify the evaluation process at any time during the RFP Evaluation process, without assigning any reason, whatsoever, and without any requirement of intimating the bidder of any such change. DES has appointed a Committee to scrutinize and evaluate bids received. The Committee will examine the bids to determine whether they are complete and whether the bid format conforms to the RFP requirements. DES may waive minor infirmity which does not constitute a material deviation according to DES.

6.2 Evaluation of bids

All the information provided for complying with the pre-qualification criteria will be evaluated. The eligible bidders (as per pre-qualification criteria) shall be technically evaluated separately for category 'A1' & category 'B1'. The technical evaluation criteria for bidders in category 'A1' & category 'B1', seeking empanelment is given below:

The Committee may require verbal/written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents. Such clarifications, if called for, must be submitted by concerned bidder within 3 working days. In order to qualify technically, a Bid must secure a minimum of 60% of total marks in technical evaluation after summing up. Only those Bids which have a minimum score of 60% of total marks in technical evaluation will be considered for empanelment in the respective category. The DES shall notify the schedule for presentations to the eligible bidders.

Technical Evaluation of the bids would be carried out on 3 broad parameters as given below:

1. Organization's Competence – 45 Marks
2. Expert Manpower Capabilities – 45 Marks
3. Technical proposal presentation – 10 Marks

The three evaluation parameters for each category are given below:

Technical evaluation criteria for Category 'A1' of Group I

A. Organization's Competence for Category 'A1' of Group I			
Evaluation Criteria	**Max. Marks**	**Point System**	**Supporting document**
Bidder's income in the business of providing consultancy for conducting evaluation studies, sample surveys, designing	10	• Income >=25 Cr. and <=30 Cr. : 7 **Marks** • Every additional Rs 5 cr above 30 Cr : 1 mark each(maximum **3 marks**)	Certificate from Chartered Accountant or Auditor to substantiate this criterion

methodologies, conducting field work, data capturing, validating, tabulation, analysis & report writing since 1st April, 2011			
Project experience in conducting evaluation studies / sample surveys during the period 2011-2015 (calendar year)	14	• 10 projects: **8 marks** • Each additional project above 10 projects: 1 mark per project (maximum **3 marks**) • Each project at National / International level: 1 mark per project (maximum **3 marks**)	Work order mentioning the detailed scope for all the stated projects from the respective clients
Project experience in conducting evaluation studies / sample surveys during the period 2011-2015 (calendar year) in following sectors- • Social sector (excluding health & education sectors) • Health Sector • Education Sector • Natural Resources Management and Environment sector • Agriculture and allied activities sector • Financial sector • Infrastructure sector	21	• 3 marks per sector (maximum **21 marks**)	Work order mentioning the detailed scope for all the stated projects and project completion certificate from the respective clients for the completed project amongst the stated projects.
B. Expert Manpower Capabilities for Category 'A1' of Group I			
Role	**Max. Marks**	**Point System**	**Supporting document**
Project Manager/ Chief Co-ordinator	15	• Post-graduate Diploma in Business Management (PGDM / PGDBM)/ Masters in Business Administration (MBA) **or** Post-graduate in Statistics / Economics with relevant 8 years experience in conducting evaluation studies / sample surveys: **8 marks** Additional Marking: • Doctorate in Statistics / Economics: **4 marks** • Every additional 1 year of	CV of the Project Manager in the specified format

		relevant experience over 8 yrs: 1 mark (maximum **3 marks**)	
Statistician	10	• Post-graduate in Statistics with relevant 5 years experience in conducting evaluation studies / sample surveys: **5 marks** Additional Marking: • Doctorate in Statistics : **3 marks** • Every additional 1 year of relevant experience over 5 yrs: 1 mark (maximum **2 marks**)	CV of the Statistician in the specified format
Economist	10	• Post-graduate in Economics with relevant 5 years experience in conducting evaluation studies / sample surveys: **5 marks** Additional Marking: • Doctorate in Economics: **3 marks** • Every additional 1 year of relevant experience over 5 yrs: 1 mark (maximum **2 marks**)	CV of the Economist in the specified format
Social Scientist	5	• Post-graduate in Social Science with 5 relevant years experience in conducting evaluation studies / sample surveys: **3 marks** Additional Marking: • Doctorate in Social Science: **2 marks**	CV of the Social Scientist in the specified format
Chartered Accountant / ICWA	5	• 5 years experience: **3 marks** Additional Marking: • Every additional 1 year of experience over 5 yrs: 1 mark (maximum **2 marks**)	CV of the Chartered Accountant / ICWA in the specified format
C. Technical Proposal Presentation for Category 'A1' of Group I			
Evaluation Criteria	**Max. Marks**	**Point System**	**Supporting document**
Presentation in front of Committee (15 minutes presentation followed by 5 minutes discussion)	10	• Detailed understanding of the scope: **5 Marks** • Technical Presentation: **5 Marks**	Presentation Slides (Softcopy to be submitted and commitments made during the presentation shall be treated as part of official document)
Total marks :	**100**		

(A+B+C)			

Technical evaluation criteria for Category 'B1' of Group I

A. Organization's Competence for Category 'B1' of Group I			
Evaluation Criteria	**Max. Marks**	**Point System**	**Supporting document**
Bidder's income in the business of providing consultancy for conducting evaluation studies, sample surveys, designing methodologies, conducting field work, data capturing, validating, tabulation, analysis & report writing since 1st April, 2011	10	• Income >=25 Lakhs and <=30 Lakhs : **7 Marks** • Every additional Rs 5 lakhs above 30 Lakhs : 1 mark each(maximum **3 marks**)	Certificate from Chartered Accountant or Auditor to substantiate this criterion
Project experience in conducting evaluation studies / sample surveys during the period 2011-2015 (calendar year)	14	• 5 projects: **10 marks** • Each additional project above 5 projects: 1 mark per project (maximum **4 marks**)	Work order mentioning the detailed scope for all the stated projects from the respective clients
Project experience in conducting evaluation studies / sample surveys during the period 2011-2015 (calendar year) in following sectors- • Social sector (excluding health & education sectors) • Health Sector • Education Sector • Natural Resources Management and Environment sector • Agriculture and allied activities sector • Financial sector • Infrastructure sector	21	• 3 marks per sector (maximum **21 marks**)	Work order mentioning the detailed scope for all the stated projects and project completion certificate from the respective clients for the completed project amongst the stated projects.
B. Expert Manpower Capabilities for Category 'B1' of Group I			
Role	**Max. Marks**	**Point System**	**Supporting document**
Project Manager/ Chief Co-ordinator	15	• Post-graduate Diploma in Business Management (PGDM / PGDBM)/ Masters in Business Administration	CV of the Project Manager in the specified format

		(MBA) **or** Post-graduate in Statistics / Economics with relevant 8 years experience in conducting evaluation studies / sample surveys: **8 marks** Additional Marking: • Doctorate in Statistics / Economics: **4 marks** • Every additional 1 year of relevant experience over 8 yrs: 1 mark (maximum **3 marks**)	
Statistician	10	• Post-graduate in Statistics with relevant 5 years experience in conducting evaluation studies / sample surveys: **5 marks** Additional Marking: • Doctorate in Statistics : **3 marks** • Every additional 1 year of relevant experience over 5 yrs: 1 mark (maximum **2 marks**)	CV of the Statistician in the specified format
Economist	10	• Post-graduate in Economics with relevant 5 years experience in conducting evaluation studies / sample surveys: **5 marks** Additional Marking: • Doctorate in Economics: **3 marks** • Every additional 1 year of relevant experience over 5 yrs: 1 mark (maximum **2 marks**)	CV of the Economist in the specified format
Social Scientist	10	• Post-graduate in Social Science with 5 relevant years experience in conducting evaluation studies / sample surveys: **5 marks** Additional Marking: • Doctorate in Social Science: **3 marks** • Every additional 1 year of relevant experience over 5 yrs: 1 mark (maximum **2 marks**)	CV of the Social Scientist in the specified format
C. Technical Proposal Presentation for Category 'B1' of Group I			
Evaluation Criteria	**Max. Marks**	**Point System**	**Supporting document**
Presentation in front of	10	• Detailed understanding of the	Presentation Slides

Committee (15 minutes presentation followed by 5 minutes discussion)		scope: **5 Marks** • Technical Presentation: **5 Marks**	(Softcopy to be submitted and commitments made during the presentation shall be treated as part of official document)
Total marks : **(A+B+C)**	**100**		

7 Instructions to Group I Bidders

7.1 Completeness of the RFP Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information specified in the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of proposal. The bidders need to identify proper category (A1 or B1) suitable to them based on pre-qualification criteria mentioned in this RFP document. **Submission of proposals in both the categories by the same organization is not allowed and such proposals shall be summarily rejected.**

7.2 Cost of RFP

Bidder should submit the cost of RFP document (INR 1,000/-) online at https://mahatenders.gov.in portal.

7.3 Power of Attorney / Letter of Authority

Each Bidder shall submit a scanned and signed copy of power of attorney (duly notarized) or Letter of Authority (LOA), indicating that the person signing the bid has the authority to sign the Bid and thus that bid is binding upon the Bidder during the full period of its validity.

7.4 Submissions of Bids

Complete bidding process is online (e-tendering). RFP document can be downloaded and bids can be submitted in electronic format on the portal https://mahatenders.gov.in . The deadline for submission of bid is specified in this tender document.

- Pre-Qualification & Technical Proposal bids will be opened online via https://mahatenders.gov.in at the specified time and date as mentioned in this RFP document.
- Bidder should submit information & scanned copies in only PDF format in Pre-Qualification cum Technical Proposal Folder as mentioned in the RFP Document.
- Uploaded documents may be verified with the original before signing the contract agreement.
- No physical documents of Pre-Qualification cum Technical Proposal shall be accepted. Only the soft copies need to be uploaded on e-tendering website.
- The guidelines to download the RFP document and online submission of bids and procedure of tender opening can be downloaded from website http://mahatenders.gov.in
- All documents are mandatory, however, DES reserves right to waive minor infirmity / non-conformity or call for clarifications / additional documents. The bidder will have to submit additional document / clarification, if called for, within 3 working days from the date of issue of the letter / mail seeking clarification / additional document, failing which the bid shall be disqualified.
- The Director, Directorate of Economics & Statistics, reserves the right to accept or reject any or all the tenders without assigning any reason.

7.5 Earnest Money Deposit (EMD) and Refund

Bidders are required to submit EMD of **Rs. 5,000/-** (Rupees Five Thousand only) online at http://mahatenders.gov.in

Unsuccessful Bidder's bid security will be discharged/returned within 30 days after the expiration of the period of tender offer validity prescribed by the DES.

The successful Bidder's bid security will be discharged upon the bidder executing the Contract and furnishing the Empanelment guarantee. The bid security may be forfeited if a Bidder withdraws its bid during the period of bid validity or in case of a successful Bidder, if the Bidder fails:

i) To sign the contract in accordance with the terms and conditions
ii) To furnish Empanelment guarantee as specified in the terms and conditions

7.6 Documents to be submitted

The following documents need to be submitted online in the prescribed format (wherever provided). Any deviations in format may make the proposal / bid liable for rejection.

- Bid Covering Letter clearly mentioning the category sought- Category A1 or B1
- Power of Attorney / Letter of Authority executed by the bidder authorizing the signing authority to sign/execute the proposal as a binding document and also execute all relevant agreements forming part of RFP
- Bidders' Particulars
- Areas of interest-Geographical coverage and sector
- Experience
- Composition of the team
- Documents to substantiate Pre-qualification criteria & Technical criteria as per the category sought for empanelment, i.e. A1 or B1

7.7 Empanelment Guarantee

Empanelment Guarantee means the irrevocable and unconditional Bank Guarantee provided by the Empanelled Agency from any scheduled / nationalized banks in favor of "**The Accounts Officer, Directorate of Economics & Statistics, Government of Maharashtra, Mumbai**" for an amount equivalent to **Rs. 2 Lakhs (Rupees two lakhs only) for Group I Category A1** and **Rs. 50,000 (Rupees fifty thousand only) for Group I Category B1**. The Empanelment Guarantee shall remain valid for a period of **five years** from the date of empanelment. The Empanelled Agency shall submit Empanelment Guarantee within **15 days** from the date of issuance of letter of intent. The DES shall have the right to invoke and appropriate the proceeds of the Empanelment Guarantee, without notice to the Empanelled Agency in the event of breach of this Agreement by the Empanelled Agency or the Empanelled Agency becomes convincingly non-responsive in the eyes of the Monitoring Committee formed by DES for monitoring the performance of Empanelled Agency. In case a Government Agency decides to forfeit Performance Bank Guarantee, the Monitoring Committee constituted by DES shall examine the circumstances under which such action has been initiated by the government agency and if the performance of Empanelled Agency is found to be non-satisfactory in the eyes of Monitoring Committee, the DES reserves right to forfeit this Empanelment Guarantee.

7.8 Stamp Duty

The stamp duty (of Rs.100/-) payable for the contract shall be borne by the Bidder. The Empanelled Agency shall enter into a contract agreement with DES within 15 days from the date of issuance of letter of intent.

All legal charges and incidental expenses in this respect shall be borne and paid by the empanelled bidder

7.9 Signing of the Contract for Empanelment

Bidder is required to refer to the draft Contract Agreement form, attached as Annexure in this RFP document, which will be considered as base document before signing the agreement between DES & Empanelled Agency.

7.10 Performance Bank Guarantee

Empanelled agencies of Group I shall submit a Performance Bank Guarantee equal to 10% of the total contract value of the assigned work to the concerned Government Agencies assigning the actual work.

7.11 Binding clause

The Government Agencies shall be advised but not mandated to select agency for carrying out evaluation and sample survey studies from the empanelled list. The Government Agencies may float open tender at their discretion.

8 Instructions to Group II Bidders

8.1 Documents to be submitted

The intending organizations need to ensure that a **single proposal** for empanelment is submitted collectively / jointly in case of multiple departments / sections of the organization intending empanelment. The intending organizations need to identify proper category (A2 or B2) suitable to them based on pre-qualification criteria mentioned in this tender document. **Submission of proposals in both the categories by the same organization is not allowed and such proposals shall be summarily rejected**. Further, intending organizations need to declare the category in which the empanelment is sought. However, the Committee constituted by DES reserves the right to verify the documents submitted and confirm or alter the category of the organization. Group II bidders are exempted from participating in e-Tendering process; however, they need to submit the following documents on or before the e-Tender closing date in the prescribed format:

- Authorization / no objection certificate issued by the respective organizations for empanelment clearly mentioning the category sought- Category A2 or B2
- Areas of interest-Geographical coverage and sector
- Experience
- Composition of the team
- Documents to substantiate Pre-qualification criteria as per the category sought for empanelment, i.e. A2 or B2

8.2 Signing of the MoU

Bidder is required to refer to the draft Memorandum of Understanding (MoU) form, attached as Annexure in this RFP document, which will be considered as base document before signing the MoU between DES and Empanelled Agency.

9 Common Instructions to Group I & Group II Bidders

9.1 Proposal Preparation Cost

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by DES to facilitate the evaluation process. DES will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. All materials submitted by the bidder shall become the property of the DES and may be returned at its sole discretion.

9.2 Pre-Bid Meeting

DES will host a Pre-Bid Meeting for queries (if any) raised by the prospective bidders. The date, time and place of the meeting are given in this document. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information, necessary for them to submit their bids.

All enquiries from the bidders relating to this Bid Document must be submitted via email as specified in this RFP document. These queries should also be emailed to evl.des@hotmail.com . The queries should necessarily be submitted in the following format as a Word Document:

Sr. No.	Bid Document Reference (Volume, Section No., Page No.)	Content of the Bid Document requiring clarification	Clarification Sought / Query
1 2 3 …			

Authorisation letter in the name of the person attending pre-bid meeting needs to be submitted on the letterhead of the Bidder during the pre-bid meeting in the specified format.

Queries submitted post deadline or which do not adhere to the above mentioned format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available at DES Head office & will be informed to respective vendor accordingly.

9.3 Amendment of RFP Document

At any time before the deadline for submission of bids, the DES, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP Document by an amendment. All the amendments made in the document would be published in the form of corrigendum at https://mahatenders.gov.in

The bidders are advised to visit the website (https://mahatenders.gov.in) on regular basis for checking necessary updates. DES also reserves the rights to amend the dates mentioned in this RFP for bid process.

In order to provide prospective bidders reasonable time in preparing their bids (taking amendments into account), the DES may, at its discretion, extend the last date for the receipt of bids.

9.4 Rights to terminate the Process

DES may terminate the RFP process at any time and without assigning any reason. DES makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by DES.

9.5 Language of Bids

The responses prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and DES, shall be written in English language. Any printed literature furnished by the bidder in another language shall be accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.

9.6 Bid Submission Format

The entire proposal shall be strictly as per the format specified (wherever prescribed) in this RFP. Bids with deviation from this format shall be liable for rejection. This RFP contains 19 Annexures. The Annexure numbers XVIII & XIX are draft MoU and Contract Agreement respectively. The Annexures XVI & XVII are for information of the Group I & II bidders. The rest of the Annexures (from I to XV) are pertaining to Group I / Group II / or both. Bidders are advised to study these Annexures and submit information in the prescribed format only. The bidders are requested to carefully fill all the details pertaining to the Annexures IV, V & VI, where the information about proposed area of interest and geography has been also called. This information shall be the basis for initially empanelling agencies according to their respective area of interest and geography; however, the DES reserves the right to the modify / update the area of interest and geography in case the Monitoring Committee constituted by DES finds the request justifiable.

9.7 Opening of Bid

All the Bids received within the deadline shall be opened at the date, place and time mentioned in this tender document. The Bidders' representatives who are present shall be requested to sign the attendance sheet.

Authorisation letter in the name of the person attending bid opening meeting needs to be submitted on the letterhead of the Bidder during bid opening in the prescribed format. Once the bids are opened each bid will be checked for pre-qualification criteria.

9.8 Period of Validity of Bids

Bids shall remain valid for a period of 180 days after the bid submission deadline date prescribed by DES. A bid valid for a shorter period shall be rejected by DES as non-responsive.

In exceptional circumstances, prior to the expiration of the bid validity period, DES may request Bidders to extend the period of validity of their Bids. The request and responses shall be made via email. In this case, the EMD submitted by Group I organizations shall also be extended for thirty days (30) beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request shall not be required or permitted to modify its bid.

No interest will be paid by DES on amount of EMD. Group II organizations are exempted from submission of EMD.

9.9 Clarification of Bids

To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, DES may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by DES shall not be considered, and DES's request for clarification and the response shall be via email.

If a Bidder does not provide clarifications of its bid by the date and time set in DES's request for clarification, its bid shall be rejected.

9.10 Terms and Conditions

All terms & conditions mentioned in the tender document as well as in this contract agreement shall be valid throughout the term of this contract agreement. In case of any friction between the terms & conditions mentioned in the tender document and contract agreement, the terms and conditions mentioned in the tender document shall prevail. All the commitments made by the bidder through correspondences for the completion of the tender process as well as during the presentation shall be applicable as part of this contract.

9.11 Payment Terms

The payment terms shall be specified by the Government Agencies assigning the actual work after empanelment.

9.12 Fraud and Corruption

DES requires that Bidder must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, DES defines, for the purpose of this provision, the terms set forth as follows:

(i) **"corrupt practice"** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) **"fraudulent practice"** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) **"collusive practice"** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) **"coercive practice"** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) **"obstructive practice"** is

i. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a DES investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or 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

ii. Acts intended to materially impede the exercise of DES's inspection and audit rights.

If it is noticed that the Bidder has indulged into Corrupt / Fraudulent / Collusive / Coercive / Obstructive practices,

a) It will be a sufficient ground for DES to terminate the contract and initiate black-listing of the vendor.

b) It will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract; and

c) It will have the right to require that a provision be included in bidding documents and in contracts financed by DES, a provision be included requiring bidders, suppliers and contractors to permit DES to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by DES.

9.13 Right to Accept/Reject any or all Proposals

DES reserves the right to accept or reject any proposal, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for DESs' action.

9.14 Notifications of consideration for next level

Prior to the expiration of the period of proposal validity, the bidder will be notified in writing or by fax or email that it has been considered for the next round.

9.15 Failure to agree with the Terms & Conditions of the RFP

Failure of the bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of empanelment.

9.16 Notification of Award and Signing of Contract / MoU

Prior to the expiration of the period of proposal validity, all the technically qualified Group I bidders will be notified in writing or by fax or email that their proposal has been accepted. The notification of award will constitute the formation of the Contract. Upon the Bidder's executing the contract with DES, it will promptly notify each unsuccessful bidder and return their EMDs. At the time DES notifies the successful Bidders that their bids have been accepted, DES will issue a letter of intent. Within 15 days of receipt of the letter of intent, the empanelled agency shall sign the Contract and submit it to DES. Draft Format of the contract is given in the Annexure.

In case of Group II organizations, those which comply with the pre-qualification criteria shall be notified (in the form of letter of intent issued by DES) for empanelment and signing of MoU. Within 15 days of receipt of the letter of intent, the empanelled organizations (Group II) shall sign the MoU and submit it to DES. Draft Format of the MoU is given in the Annexure.

9.17 Notification to Government Agencies

After signing of the contract with Group I bidders and MoU with Group II organizations, the DES shall notify the Government Agencies by publishing a list of empanelled agencies in the respective categories along with the detailed procedure (based on the principles stated in this RFP document) for assigning actual work.

9.18 General conditions for successful empanelled vendor (post empanelment)

As stated elsewhere in this RFP, the actual assignment of the work of the project shall be done by Government Agency by following laid down Government procedure and the general principles stated in this RFP. On assignment of actual work Group I agency will have to execute contract with Government agency. This contract shall include important clauses like contract value, payment terms, penalties, indemnity (liability less than or equal to contract value), confidentiality, IPR, etc. and other clauses as deemed fit by the government agency. In case of Group II, successful empanelled vendor, the MoU shall be signed with the respective government agency. It may be noted that the payment terms shall be based on the successful completion of milestones (please refer to the scope of work) for both Groups (empanelled agencies Group I & Group II)

10 Formats to be used for the Proposal Submission

10.1 Annexure I: Pre-Qualification cum Technical Cover Letter for Group I bidders

Date: DD/MM/YYYY

To
The Director,
Directorate of Economics & Statistics,
Government of Maharashtra,
8th Floor, Administrative Building,
Government Colony,
Bandra (E), Mumbai- 400051.

Sub : Selection of agency for 'Empanelment of agencies for 'Conducting Evaluation Studies, Sample Surveys and providing expert services in statistical & economic activities'
Ref : RFP No: <xxxxxxxx> dated <dd/mm/yyyy>

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the empanelment of Agencies for 'Conducting Evaluation Studies, Sample Surveys and providing expert services in statistical & economic activities' under the category- <insert A1 or B1>

We attach hereto our responses to pre-qualification requirements and technical proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to DES, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead DES in its empanelment process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the empanelment process, we are liable to be dismissed from the empanelment process. We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this RFP response.

We agree that you are not bound to accept any RFP response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the RFP response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as other such documents, which may be required in this connection.

_____
Signature of Authorized Signatory (with official seal)
Name :
Designation :
Address :
Telephone & Fax :
E-mail address :

10.2 Annexure II: Format to share Organization's (Group I & II) Particulars

Sr. No	Description	Details (to be filled by the responder to the RFP)
1.	Name of the organization	
2.	Official address	
3.	Phone No.	
4.	Fax No.	
5.	Web Site Address	
6.	Name of Authorized signatory	
7.	Land line no. of Authorized signatory	
8.	Mobile no. of Authorized signatory	
9.	Email address of Authorized signatory	

10.3 Annexure III: Format to share Organization's (Group I & II) experience

Experience							
List of projects undertaken in the business of conducting evaluation studies / sample surveys during the period 2011-2015 (calendar year)	**S.No.**	**Details of study /survey**	**Coverage level (National / International / State / Division /District)**	**Client Name**	**Sector**	**Focus area within the Sector**	**Period of study /survey**
	1						
	2						
	3…						

10.4 Annexure IV: Format to share Organization's (Group I & II) proposed area of interest for empanelment

Area of Interest for conducting evaluation studies and sample surveys post empanelment								
Sector		**Social**	**Health**	**Education**	**Agriculture & allied activities**	**Natural Resources Management & Environment**	**Infrastructure**	**Financial**
Focus area within the Sector	#							
	1							
	2							
	3..							

10.5 Annexure V: Format to share Organization's (Group I & II) proposed statistical & economic activities for providing expert services post empanelment

List of statistical & economic activities for providing expert services	
S.No.	**Activities**
1	
2	
3…	

10.6 Annexure VI: Format to share Organization's (Group I & II) proposed geographical coverage & area post empanelment

Proposed geographical coverage & area		
S.No.	**State wide / Division(s) / District(s)***	**Rural / Urban / Both Rural & Urban**
1		
2		
3…		

*Note:

i. The State has 6 divisions viz. Konkan, Pune, Nashik, Aurangabad, Amravati & Nagpur. Bidder should specifically mention the name of the division from these 6 divisions only.
ii. The State has 36 districts. The names of districts are available on the official website of Government of Maharashtra (https://www.maharashtra.gov.in/) or DES (https://mahades.maharashtra.gov.in/)

10.7 Annexure VII: Self-declaration letter for not being black-listed for Group I bidders

(To be submitted on the Letterhead of the responding firm)
Date: DD/MM/YYYY

To
The Director,
Directorate of Economics & Statistics,
Government of Maharashtra,
8th Floor, Administrative Building,
Government Colony,
Bandra (E), Mumbai- 400051.

Sub : Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

Dear Sir,

I/We, the undersigned, herewith declare that my/our company (<-- name of the firm -->) has not been debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid.

Thanking you,
Yours faithfully,

_____
Signature of Authorized Signatory (with official seal)
Date :
Name :
Designation :
Address :
Telephone & Fax :
E-mail address :

10.8 Annexure VIII: Self-declaration letter regarding Government funding on regular basis for Group II bidders

(To be submitted on the Letterhead of the responding organization)
Date: DD/MM/YYYY

To
The Director,
Directorate of Economics & Statistics,
Government of Maharashtra,
8th Floor, Administrative Building,
Government Colony,
Bandra (E), Mumbai- 400051.

Sub : Declaration regarding Government funding on regular basis

Dear Sir,

I/We, the undersigned, herewith declare that my/our organization (<-- name of the organization -->) is being regularly funded by Government for overall functioning (and not for specific purpose / short duration). The details of funds / grant-in-aid received from Government (central / state) during last 3 (three) financial years are as below:

S.No.	Financial Year	Total Funds received (Rs. in lakhs)
1	2012-13	<Insert>
2	2013-14	<Insert>
3	2014-15	<Insert>

Thanking you,
Yours faithfully,

_____
Signature of Authorized Signatory (with official seal)
Date :
Name :
Designation :
Address :
Telephone & Fax :
E-mail address :

10.9 Annexure IX: Authorization letter for attending pre-bid meeting / bid opening for Group I & II bidders

(To be provided on the letter head of Bidder)

No..... Date.....

To
The Director,
Directorate of Economics & Statistics,
Government of Maharashtra,
8th Floor, Administrative Building,
Government Colony,
Bandra (E), Mumbai- 400051.

Sub: Bid No..... due date.....

Sir/Ma'am,

We hereby authorize Mr./Ms. .....as our authorized representative, to represent us on the following occasion:-

i. Pre-bid Meeting to be held on.....at.....a.m./p.m.

ii. Bid Opening on..... at..... a.m. /p.m.

Kindly permit him/her to attend the same.

Yours faithfully,

Signature:
Name of signatory:
Designation:
Rubber Stamp

10.10 Annexure X: Format for Declaration by Category-A1 of Group I Bidder's HR/ Admin Dept.

(To be provided on the letter head of Bidder)

No..... Date.....

To
The Director,
Directorate of Economics & Statistics,
Government of Maharashtra,
8th Floor, Administrative Building,
Government Colony,
Bandra (E), Mumbai- 400051.

Sub: Details of the staff as part of Pre-Qualification cum Technical Proposal for the Bidding Document
Ref:<<RFP Title>> (Bidding Document No: _____ Dated: __/__/____)

Sir/Ma'am,

We hereby declare that our organization:

i. **Point 1:** Has 6 or more expert manpower (<<specify number>>) on payroll comprising: Qualified Statisticians (Post Graduate in Statistics), Qualified Demographer (Post Graduate in Population Science), Qualified Economists (Post Graduate in Economics), Qualified Chartered Accountants or ICWA, Civil Engineers (Graduate in Civil Engineering), Qualified Social Scientist (Post Graduate in Social Science / Social Work). For the remaining number of experts necessary tie-ups with the subject expert shall be made/have been made.
Comments: <Please insert team composition details substantiating Point 1>

i. **Point 2:** Has one or more expert(s) who is well conversant (Speak/Read/Write) with Marathi language.
Comments: <Please insert details substantiating Point 2>

ii. **Point 3:** Possesses web based software development environment and manpower
Comments: <Please insert details substantiating Point 3>

iii. **Point 4:** Has capability in practising advanced analytical software tools such as SAS, SPSS, etc.
Comments: <Please insert details substantiating Point 4>

Yours faithfully,

Signature:
Name of signatory:
Designation:
Rubber Stamp:

10.11 Annexure XI: Format for Declaration by Category-B1 of Group I Bidder's HR/ Admin Dept.

(To be provided on the letter head of Bidder)

No..... Date.....

To
The Director,
Directorate of Economics & Statistics,
Government of Maharashtra,
8th Floor, Administrative Building,
Government Colony,
Bandra (E), Mumbai- 400051.

Sub: Details of the staff as part of Pre-Qualification cum Technical Proposal for the Bidding Document
Ref:<<RFP Title>> (Bidding Document No: _____ Dated: __/__/____)

Sir/Ma'am,

We hereby declare that our organization:

ii. **Point 1:** Has 3 or more expert manpower (<<specify number>>) on payroll comprising: Qualified Statisticians (Post Graduate in Statistics), Qualified Economists (Post Graduate in Economics), Qualified Social Scientist (Post Graduate in Social Science / Social Work). For the remaining number of experts necessary tie-ups with the subject expert shall be made/have been made.
Comments: <Please insert team composition details substantiating Point 1>

iii. **Point 2:** Has one or more expert(s) who is well conversant (Speak/Read/Write) with Marathi language.
Comments: <Please insert details substantiating Point 2>

Yours faithfully,

Signature:
Name of signatory:
Designation:
Rubber Stamp:

10.12 Annexure XII: Format for Declaration by Category-A2 of Group II Bidder's Registrar/ Administration

(To be provided on the letter head of Bidder)

No..... Date.....

To
The Director,
Directorate of Economics & Statistics,
Government of Maharashtra,
8th Floor, Administrative Building,
Government Colony,
Bandra (E), Mumbai- 400051.

Sub: Details of the staff as part of Pre-Qualification cum Technical Proposal for the Bidding Document
Ref:<<RFP Title>> (Bidding Document No: _____ Dated: __/__/____)

Sir/Ma'am,

We hereby declare that our organization:

i. **Point 1:** Has more than 5 expert manpower on payroll comprising: Qualified Statisticians (Post Graduate in Statistics), Qualified Economists (Post Graduate in Economics), Qualified Social Scientist (Post Graduate in Social Science / Social Work)
Comments: <Please insert team composition details substantiating Point 1>

ii. **Point 2:** Has one or more expert(s) who is well conversant (Speak/Read/Write) with Marathi language.
Comments: <Please insert details substantiating Point 2>

Yours faithfully,

Signature:
Name of signatory:
Designation:
Rubber Stamp:

10.13 Annexure XIII: Format for Declaration by Category-B2 of Group II Bidder's Registrar/ Administration

(To be provided on the letter head of Bidder)

No..... Date.....

To
The Director,
Directorate of Economics & Statistics,
Government of Maharashtra,
8th Floor, Administrative Building,
Government Colony,
Bandra (E), Mumbai- 400051.

Sub: Details of the staff as part of Pre-Qualification cum Technical Proposal for the Bidding Document
Ref:<<RFP Title>> (Bidding Document No: _____ Dated: __/__/____)

Sir/Ma'am,

We hereby declare that our organization:

i. **Point 1:** Has more than 3 expert manpower (on payroll) comprising: Qualified Statisticians (Post Graduate in Statistics), Qualified Economists (Post Graduate in Economics), Qualified Social Scientist (Post Graduate in Social Science / Social Work)
Comments: <Please insert team composition details substantiating Point 1>

ii. **Point 2:** Has one or more expert(s) who is well conversant (Speak/Read/Write) with Marathi language.
Comments: <Please insert details substantiating Point 2>

Yours faithfully,

Signature:
Name of signatory:
Designation:
Rubber Stamp:

10.14 Annexure XIV: Format for CV of experts for Group I & II bidders

1	Name of the Staff	
2	Current Designation in the Organisation	
3	Proposed Role in the Project	
4	Highest Education	
5	Summary of Key Training and Certifications	
6	Language Proficiency	Language | Reading | Writing | Speaking | | | | | | | | | | | |
7	Total no. of years of Work Experience	
8	Total no. of years of relevant experience	
9	Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)	

Name of assignment or project:	
Year:	
Location:	
Client:	
Main project features:	
Role:	
Activities performed:	

10.15 Annexure XV: Authorization / No Objection Certificate letter by Govt. funded organization for participation in empanelment for Group II organizations

(To be provided on the letter head of Institution/organization)

No..... Date.....

To
The Director,
Directorate of Economics & Statistics,
Government of Maharashtra,
8th Floor, Administrative Building,
Government Colony,
Bandra (E), Mumbai- 400051.

Sub: Authorization letter for participation in empanelment
Ref: DES letter no : ..... Dated: __/__/____

Sir/Ma'am,

We have gone through the scope of work mentioned in the RFP. Further we have also taken note of the proposed process of assigning evaluation studies and sample surveys. As mentioned in the RFP, we are providing the details required for empanelment in the category- <A2 or B2>.

We hereby authorize Mr./Ms. ..... Designation ..... to participate in empanelment process on behalf of our institute/organization.

Yours sincerely,

Signature:
Name of signatory:
Designation:
Rubber Stamp

Enclosed (as per prescribed format):

i. Institute's / organization's particulars
ii. Experience
iii. Areas of interest

10.16 Annexure XVI: Core Statistical Activities identified by GoI for strengthening statistical system (for information purpose only to Group I & II bidders / organizations)

1. Estimation of State Domestic Product
2. Estimation of Capital formation and Savings
3. Estimation of District Domestic Product
4. Estimation of the contribution of local bodies
5. Compilation of data on major Fiscal variables
6. Participation in the conduct of Annual Survey of Industries
7. Compilation of Index of Industrial Production
8. Estimation of Crop area and Production
9. Compilation of Wholesale Price Index numbers
10. Compilation of Consumer Price Index numbers
11. Collection and compilation of Health, Morbidity and Mortality and Family Welfare Statistics
12. Collection and compilation of Education and Literacy statistics
13. Collection and compilation of Labour and Employment statistics
14. Collection and compilation of Housing statistics
15. Birth and Death registration and Population
16. Compilation of Electricity production and distribution statistics
17. Compilation of Environment and Forest statistics
18. Participation in the surveys of National Sample Survey Organization
19. Compilation of Transport statistics
20. Collection and compilation of Statistics for local area planning

10.17 Annexure-XVII: Proposed statistical/economic activities identified for strengthening statistical system in the State (for information purpose only to Group I & II bidders / organizations)

Sr. No.	Outcome/ Statistical Products
1.	Preparation of IOTT for the state (new activity)
2.	Improvement in GSDP/NSDP by analyzing accounts of Public Sector corporate enterprises
3.	Compilation of data on Major Fiscal variables
4.	Improvement in Estimation of capital formation and savings by analyzing accounts of Public Sector corporate /enterprises
5.	Compilation of index on industrial production (new activity)
6.	Compilation of Wholesale Price Index of the State (new activity)
7.	Pooling of central and state samples of NSS rounds
8.	Participation in conduct of ASI
9.	Additional samples canvassed for getting district level estimates for NSS 67th and 68th round
10.	Improvement in GSDP/NSDP by conducting study for Cement used as input in other industries
11.	Improvement in GSDP/NSDP by conducting study for Iron and steel used in construction
12.	Improvement in GSDP/NSDP by conducting study for Timber used for construction
13.	Improvement in GSDP/NSDP by conducting study for Bricks and Tiles used for construction
14.	Improvement in GSDP/NSDP by conducting study for value of other material used in construction
15.	Improvement in GSDP/NSDP by conducting study for Transport & Trade Margin for: a) Agricultural Production b) Timber & Round wood c) Mining Production
16.	Improvement in GSDP/NSDP by conducting study for construction, repairs & maintenance of RRB

17.	Improvement in GSDP/NSDP by conducting study for construction, repairs & maintenance of URB
18.	Compilation of Consumer Price Index of the state
19.	Estimation of crop area and production
20.	Collection and Compilation of statistics for local area planning (new activity)
21.	Improvement in GSDP/NSDP by analyzing accounts of Private Sector corporate /enterprises (on sample basis for major industry group wise)
22.	Improvement in Estimation of capital formation and savings by analyzing accounts of Private Sector corporate /enterprises (on sample basis for major industry group wise) (Apx 1300 nos)
23.	Improvement in DDP by conducting type studies to work out rates and ratios mainly from Agriculture and allied activities sector: i. Fodder ii. Grass iii. Floriculture & Horticulture iv. Kitchen Garden v. Gur
24.	Collection / integration of official statistics pertaining to health, education, labour, housing, electricity, industry, home, transport, animal husbandry, water resources, PWD
25.	Enriching State Data bank

10.18 Annexure-XVIII: Draft MoU with Group II empanelled agencies

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

The Director, Directorate of Economics & Statistics, Planning Department, Government of Maharashtra

AND

<Name of the Empanelled Organization>

This MoU is entered into on the ..... day of ....., 2016 by and between Directorate of Economics & Statistics, Planning Department, Government of Maharashtra (hereinafter called FIRST PARTY) situated at 4th Floor, New Administrative Building, Opposite Mantralaya, Madam Cama Road, Mumbai-400032)
and

<Name of the Empanelled Organization, say XYZ> (hereinafter called SECOND PARTY), situated at <Address of XYZ>
The FIRST PARTY & SECOND PARTY are hereinafter collectively referred to as PARTIES

1. Objectives of this MOU

The prime objective of this MoU is to empanel *<XYZ>* for:

i. Standardization of procedures for conducting evaluation studies and sample surveys by Government Agencies in the State of Maharashtra
ii. Improvement in quality of evaluation studies and sample surveys
iii. Enable Government to conduct evaluation studies and sample surveys at large scales covering various sectors
iv. Facilitate Government Agencies to take corrective steps towards effective implementation of developmental schemes
v. Technical assistance to Government Agencies in statistical and economic activities of GoM

2. Technical Areas of Collaboration

The SECOND PARTY agrees to provide expert services in conducting evaluation studies, sample surveys and providing expert services in statistical & economic activities in the following areas: *<Insert Sectors and Geographical areas>*

3. Proposed Modes of Collaboration

Both the parties propose to collaborate with the Government Agencies for undertaking specific assignments on the areas of collaboration.

The specific plan shall be worked out by the SECOND PARTY in consultation with the concerned government agency intending to avail services of the SECOND PARTY.

4. Terms and Conditions

All the terms and conditions as mentioned in the tender document (tender ref no. ..... issued by FIRST PARTY on .....) shall be applicable and would constitute the terms and conditions of this MOU.

5. Confidentiality

a) The FIRST PARTY and the SECOND PARTY agree to hold in confidence all information/data designed by the SECOND PARTY as being confidential which is obtained from FIRST PARTY or Government Agency, created during the performance of the MOU and will not disclose the same to any third party without written consent of the FIRST PARTY or Government Agency.

b) The above confidential clause under this MoU excludes the information/data possessed by SECOND PARTY before entering into this MoU or independently developed and/or information already available through public domain.

6. Duration of MoU

This MoU, unless terminated by FIRST PARTY based on performance and other terms mentioned in the tender document, shall expire in five years from the date of declaration of the empanelment by the FIRST PARTY.

7. Coordinators

Both parties will designate persons who will have responsibility for co-ordination and implementation of this agreement.

8. Intellectual Property Rights

The intellectual property rights (IPR) that arise as a result of joint research and collaborative activity under the agreement will be worked out on a case to case basis and will be consistent with officially laid down IPR policies of the two parties.

9. Exit Management

(i) Exit Management Purpose

This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

The exit management period starts, in case of expiry of contract, at least 3 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the SECOND PARTY. The exit management period ends on the date agreed upon by FIRST PARTY or three months after the beginning of the exit management period, whichever is earlier. If the SECOND PARTY desires to exit from the empanelment, such exit shall be subject to the following conditions:

a. If the SECOND PARTY is not entrusted with any assignment by a Government Agency, then SECOND PARTY shall submit a 90 days written notice to the First Party
b. If the SECOND PARTY is entrusted with some assignment by a Government Agency, the SECOND PARTY shall submit No Objection Certificate (to First Party) from the respective Government Agency assigning the work.

(ii) Confidential Information, Security and Data

The exiting SECOND PARTY will promptly, on the commencement of the exit management period, supply to FIRST PARTY or concerned government agencies the following:

a) Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to the Project, Project's Intellectual Property Rights; any other data and confidential information created as part of or is related to this project;
b) Project data as is reasonably required for purposes of the Project or for transitioning of the services to its replacing Empanelled Agency / a third party appointed by Government Agency

in a readily available format.

c) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable FIRST PARTY and government agencies, or its replacing Empanelled Agency / a third party appointed by Government Agency to carry out due diligence in order to transition the provision of the services to FIRST PARTY or Government Agency or its replacing Empanelled Agency / a third party appointed by Government Agency (as the case may be).

The exiting SECOND PARTY shall retain all of the above information with them for 30 days after the termination of the contract, post which it has to wipe/purge/delete all information created or retained as part of this project.

(iii) Employees

Promptly on reasonable request at any time during the exit management period, the exiting SECOND PARTY shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to FIRST PARTY a list of all employees (with job titles and communication address) working under the exiting SECOND PARTY, dedicated to providing the services at the commencement of the exit management period.

(iv) Rights of Access to Information

At any time during the exit management period, the exiting SECOND PARTY will be obliged to provide an access of information to FIRST PARTY / concerned government agencies and / or replacing Empanelled Agency / a third party appointed by Government Agency in order to make an inventory of the Assets (including hardware / software), documentations, manuals, catalogues, archive data, Live data, policy documents or any other material related to actual work assigned by government agencies.

10. Signed in Duplicate

This MoU is executed in duplicate with each copy being an official version and having equal legal validity. By signing below, the institutes, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

---

on behalf of	on behalf of
Directorate of Economics & Statistics, Planning Department, Government of Maharashtra Mumbai	<XYZ complete address>

Annexure-XIX: Draft Contract Agreement with Group I empanelled agencies

Draft Contract Agreement

On Rs. 100/- Non Judicial Stamp Paper

This Contract Agreement, hereinafter referred to as ***CA*** is made this ___ day of _____, 2016 at Directorate of Economics & Statistics, Government of Maharashtra, 8th Floor, Administrative Building, Government Colony, Bandra (E), Mumbai- 400051.

BETWEEN

The Director, Directorate of Economics & Statistics (DES), Planning Department, Government of Maharashtra, hereinafter referred to as FIRST PARTY (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns) of the First Part

AND

M/s _____ , an organization registered under _____ act in India and having its registered office at _____ hereinafter referred to as SECOND PARTY" (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors and permitted assigns) of the Second Part

Each individually a "Party" hereto and collectively the "Parties"

And Whereas FIRST PARTY intends to empanel agencies/organizations /firms/institutes/companies (duly registered in India under relevant acts and rules) which are functioning in the domain of conducting evaluation studies, sample surveys and has experts in statistical & economic fields.

And whereas M/s. ---------- has submitted its proposal to get empanelled in "***Empanelment of Agencies for conducting Evaluation Studies, Sample Surveys and providing expert services in statistical & economic activities***" for FIRST PARTY;

NOW, THEREFORE, in consideration of the premises covenants and promises contained herein and other good and valuable considerations, the receipt and adequacy of which is hereby

acknowledged, the parties intending to be bound legally, IT IS HEREBY AGREED between the Parties as follows:

i. Definitions, Interpretations and Other Terms

a) ***Bid*** means the tender process conducted by FIRST PARTY and the technical proposal & presentation submitted by the bidder, along with the subsequent clarifications and undertakings, if any;

b) ***Government Agencies*** means Government entities which will assign actual work to empanelled vendors;

c) ***Empanelled agencies / vendors*** means all the agencies which have been empanelled through this tender process;

d) ***Confidential Information*** means all information including FIRST PARTY or government agencies' data (whether in written, oral, electronic or other format) which relates to the technical, financial, business affairs, data collected through evaluation studies / sample surveys / consultancy services, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this CA (including without limitation such information received during negotiations, location visits and meetings in connection with this CA);

e) ***Deliverables*** means all the activities related to & stated in the Bid Document & subsequent Corrigendum (if any), based on which the technical proposal was submitted by the Bidder and as required as per this CA;

f) ***Effective Date*** means the date on which this CA is executed;

g) ***CA*** means this Contract Agreement, together with the recitals and all schedules and the contents, requirements, specifications and standards of the Bid Document (as may be amended, supplemented or modified in accordance with the provisions hereof) and the Bid**.**

h) ***Monitoring Committee*** means a committee constituted by FIRST PARTY to monitor the standard of evaluation studies / sample surveys conducted by empanelled agencies and the performance of the empanelled agencies;

i) ***Empanelment Guarantee*** means the irrevocable and unconditional Bank Guarantee provided by the Empanelled Agency from any scheduled / nationalized banks in favor of "**The Accounts Officer, Directorate of Economics & Statistics, Government of Maharashtra, Mumbai**" for an amount equivalent to **Rs. 2 Lakhs (Rupees two lakhs only) for Group I Category A1** and **Rs. 50,000 (Rupees fifty thousand only) for Group I Category B1**. The Empanelment Guarantee shall remain valid for a period of **five years** from the date of empanelment. The Empanelled Agency shall submit Empanelment Guarantee within **15 days** from the date of issuance of letter of intent. The DES shall have the right to invoke and appropriate the proceeds of the Empanelment Guarantee, without notice to the Empanelled Agency in the event of breach of this Agreement by the Empanelled Agency or the Empanelled Agency becomes convincingly non-responsive in the eyes of the Monitoring Committee formed by DES for monitoring the

performance of Empanelled Agency. In case a Government Agency decides to forfeit Performance Bank Guarantee, the Monitoring Committee constituted by DES shall examine the circumstances under which such action has been initiated by the government agency and if the performance of Empanelled Agency is found to be non-satisfactory in the eyes of Monitoring Committee, the DES reserves right to forfeit this Empanelment Guarantee.

j) ***Proprietary Information*** means processes, methodologies, technical & business information, including drawings, designs, formulae, flow charts, data and computer programs already owned/licensed by either Party or granted by third parties to a Party hereto prior/ subsequent to the execution of this CA;

k) ***Tender Document*** means the Request for Proposal released vide Tender Document number as specified, and includes all clarifications/addendums, explanations and amendments issued by FIRST PARTY in respect thereof;

l) ***Services*** means the content and services delivered and to be delivered to the government agencies or the offices of FIRST PARTY by the SECOND PARTY, and includes but not limited to the services specified in the Bid Document or as may be specified and incorporated in the subsequent Agreements (with government agencies) under Contract Agreement.

ii. Interpretations

a) References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it;

b) Words denoting the singular shall include the plural and vice-versa and words denoting persons shall include empanelled agencies and vice versa;

c) Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this CA as a whole and not to any particular Article, Schedule. The term Articles, refers to Articles of this CA. The words "include" and "including" shall not be construed as terms of limitation. The words "day" and "month" mean "calendar day" and "calendar month" unless otherwise stated. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated;

d) The headings and use of bold type in this CA are for convenience only and shall not affect the interpretation of any provision of this CA;

e) The Schedules to this CA form an integral part of this CA and will be in full force and effect as though they were expressly set out in the body of this CA;

f) Reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to such agreement, deed, instrument, license or other document as the same may be amended, varied, supplemented, modified or suspended at the time of such reference;

g) Any word or expression used in this CA shall, unless defined or construed in this CA, bear its ordinary English language meaning;

h) This CA shall operate as a legally binding agreement specifying the master terms, which apply to the Parties under this agreement and to the provision of the services by the SECOND PARTY;

i) The documents forming this Agreement are to be taken as mutually explanatory of one another. The following order shall govern the priority of documents constituting this Agreement, in the event of a conflict between various documents, the documents shall have priority in the following order:

1. Tender Document
2. Clarification & Corrigendum Documents published by FIRST PARTY subsequent to the Bid Document for this work
3. Commitments made by the bidder in the technical proposal, technical presentation and through correspondence
4. This Agreement

iii. Term of the Contract Agreement

The term of this CA shall be a period of 5 (five) years from the date of execution of this Agreement.

iv. Work Completion Timelines & Payment Terms

Work completion timelines will be as prescribed by the government agencies for actual assignment of the work during the validity of this agreement. Both the government agency and empanelled vendors must ensure that the spillover assignments after expiry of the five years shall not be continued for more than 6 (six) months. SECOND PARTY has to strictly, follow these timelines.

The payment terms shall be specified by the government agencies assigning the actual work after empanelment.

v. Responsibility of SECOND PARTY

The responsibility of SECOND PARTY shall be as per the terms and conditions mentioned in the tender document, as well as those set out in the work order issued by Government Agency for assignment of actual work.

vi. Resolution of Disputes

FIRST PARTY and the SECOND PARTY shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Agreement. If after 60 days from the commencement of such informal negotiations, FIRST PARTY and the SECOND PARTY are unable to resolve amicably such dispute, the matter will be referred to the Planning Department, Government of Maharashtra, and the opinion of Planning Department, Government of Maharashtra shall be taken as final and binding on the SECOND PARTY.

vii. Conflict of Interest

The SECOND PARTY shall disclose to FIRST PARTY in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the SECOND PARTY or its team) in the course of performing the Services as soon as it becomes aware of such a conflict. SECOND PARTY shall

hold FIRST PARTY's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.

viii. Fraud and Corruption

FIRST PARTY requires that SECOND PARTY must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, FIRST PARTY defines, for the purpose of this provision, the terms set forth as follows:

a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of FIRST PARTY in contract executions.

b) "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to FIRST PARTY, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive FIRST PARTY of the benefits of free and open competition.

c) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which is given by FIRST PARTY or government agencies.

d) "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

If it is noticed that the SECOND PARTY has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be a sufficient ground for FIRST PARTY for termination of the contract and initiate black-listing of the vendor.

ix. Exit Management

(i) Exit Management Purpose

This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

The exit management period starts, in case of expiry of contract, at least 3 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the SECOND PARTY. The exit management period ends on the date agreed upon by FIRST PARTY or three months after the beginning of the exit management period, whichever is earlier. If the SECOND PARTY desires to exit from the empanelment, such exit shall be subject to the following conditions:

c. If the SECOND PARTY is not entrusted with any assignment by a Government Agency, then SECOND PARTY shall submit a 90 days written notice to the First Party

d. If the SECOND PARTY is entrusted with some assignment by a Government Agency, the SECOND PARTY shall submit No Objection Certificate (to First Party) from the respective Government Agency assigning the work.

(ii) Confidential Information, Security and Data

The exiting SECOND PARTY will promptly, on the commencement of the exit management period, supply to FIRST PARTY or concerned government agencies the following:

d) Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to the Project, Project's Intellectual Property Rights; any other data and confidential information created as part of or is related to this project;
e) Project data as is reasonably required for purposes of the Project or for transitioning of the services to its replacing Empanelled Agency / a third party appointed by Government Agency in a readily available format.
f) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable FIRST PARTY and government agencies, or its replacing Empanelled Agency / a third party appointed by Government Agency to carry out due diligence in order to transition the provision of the services to FIRST PARTY or Government Agency or its replacing Empanelled Agency / a third party appointed by Government Agency (as the case may be).

The exiting SECOND PARTY shall retain all of the above information with them for 30 days after the termination of the contract, post which it has to wipe/purge/delete all information created or retained as part of this project.

(iii) Employees

Promptly on reasonable request at any time during the exit management period, the exiting SECOND PARTY shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to FIRST PARTY a list of all employees (with job titles and communication address) working under the exiting SECOND PARTY, dedicated to providing the services at the commencement of the exit management period.

(iv) Rights of Access to Information

At any time during the exit management period, the exiting SECOND PARTY will be obliged to provide an access of information to FIRST PARTY / concerned government agencies and / or replacing Empanelled Agency / a third party appointed by Government Agency in order to make an inventory of the Assets (including hardware / software), documentations, manuals, catalogues, archive data, Live data, policy documents or any other material related to actual work assigned by government agencies.

x. Termination of contract

The First Party, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate (for breach of contract by providing a written notice of 30 days stating the reason for default to the SECOND PARTY and as it deems fit) the contract either in whole or in part:

- If the SECOND PARTY fails to deliver any or all of the project requirements / operationalization / go-live of project within the time frame specified in the contract; or
- If the SECOND PARTY fails to perform any other obligation(s) under the contract in the eyes of the Monitoring Committee constituted by First Party.

Prior to providing a notice of termination to the SECOND PARTY, FIRST PARTY shall provide the SECOND PARTY with a written notice of 30 days instructing the SECOND PARTY to cure any breach/ default of the Contract, if FIRST PARTY is of the view that the breach may be rectified.

On failure of the SECOND PARTY to rectify such breach within 30 days, FIRST PARTY may terminate the contract by providing a written notice of 30 days to the SECOND PARTY, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to FIRST PARTY or government agencies. In such an event the SECOND PARTY shall be liable for penalty/liquidated damages imposed by FIRST PARTY or government agencies assigning actual work.

In the event of termination of this contract for any reason whatsoever, FIRST PARTY is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the SECOND PARTY shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to FIRST PARTY or government agencies, as may be required, to take over the obligations of the SECOND PARTY in relation to the execution/ continued execution of the requirements of this contract.

xi. Miscellaneous

a) Standards of Performance

The SECOND PARTY shall provide the services and carry out their obligations under the Contract with due diligence, efficiency and professionalism/ethics in accordance with generally accepted professional standards and practices. The SECOND PARTY shall always act in respect of any matter relating to this contract. The SECOND PARTY shall abide by all the provisions / Acts / Rules / Regulations, Standing orders, etc of Information Technology as prevalent in the country. The SECOND PARTY shall also conform to the standards laid down by Government of Maharashtra or Government of India from time to time.

b) Compliance with Labour regulations

The SECOND PARTY shall pay fair and reasonable wages to the workmen employed, for the contract undertaken and comply with the provisions set forth under the Minimum wages Act and the Contract Labour Act 1970. A record of the payments made in this regard should be maintained by the SECOND PARTY. Upon request, this record shall be produced to the appropriate authority in FIRST PARTY or Government Agency and/or Judicial Body. If complaints are received by FIRST PARTY

(or any appropriate authority) appropriate action (Liquidation of Empanelled Guarantee, Blacklisting, etc.) may be initiated as deemed necessary against the SECOND PARTY.

c) Independent Contractor

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or employment relationship between the Parties to this Agreement. Except as expressly stated in this Agreement, nothing in this Agreement shall be deemed to constitute any Party as the agent of any other Party or authorizes either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any manner whatsoever in each case without obtaining the other Party's prior written consent.

d) Waiver

A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

e) Notices

Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post.

In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below

FIRST PARTY:
The Director,
Directorate of Economics & Statistics,
Government of Maharashtra,
8th Floor, Administrative Building,
Government Colony,
Bandra (E), Mumbai- 400051.

SECOND PARTY:
<Address>------

Tel: ----------
Fax: ----------

Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) if delivered between the hours of 10.00 am and 5.30 pm at the address of the other Party set forth above or on the next working day

thereafter if delivered outside such hours, and 7 calendar days from the date of posting (if by letter).

j) Variations & Further Assurance

a. No amendment, variation or other change to this Agreement shall be valid unless made in writing & signed by the duly authorized representatives of the Parties to this Agreement.
b. Each Party to this Agreement agree to enter into or execute, without limitation, whatever other agreement, document, consent & waiver & to do all other things which shall or may be reasonably required to complete & deliver the obligations set out in the Agreement.

k) Severability & Waiver

a. If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question which shall remain in full force & effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid & enforceable provision which achieves to the greatest extent possible the economic, legal & commercial objectives of the illegal, invalid or unenforceable provision or part provision within 7 working days.
b. No failure to exercise or enforce & no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right, remedy or provision.

l) Survivability

The termination or expiry of this Agreement for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly of by implication intended to come into effect or continue in effect after such expiry or termination.

xii. Applicable Law

The contract shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All legal disputes are subject to the jurisdiction of Mumbai courts only.

xiii. Fairness and 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 realization of the objectives of this Agreement.

Signed, sealed and delivered

By----------

For and on behalf of Directorate of Economics & Statistics, Planning Department, Government of Maharashtra

Signed, sealed and delivered

By----------

For and on behalf of the "<SECOND PARTY>",

Witnesses :

(1)
(2)