

**Request for Proposal**  
for  
Empanelment of Agencies for  
'Conducting Evaluation studies/ Type studies/ Surveys  
and providing expert services in Statistical & Economic  
activities'

RFP Notification No.: OAP /2022/EVL/307

Refer to RFP No. OAP /2022/EVL/307  
Dated 03<sup>rd</sup> July, 2023

Issued By

Directorate of Economics & Statistics, Planning Department  
Government of Maharashtra

**Table of Contents**

1.	Invitation for Proposal.....	8
1.1	Important Dates / Information.....	8
2.	Introduction and Background.....	9
3.	Scope of Work.....	10
3.1	RFP Objectives.....	10
3.2	Classification of intending bidders.....	10
3.3	Empanelment Period. ....	11
3.4	Brief description of the procedure for selection for empanelment.....	11
3.5	Scope of Work for Empanelled Agencies.....	11
3.6	Conditions of Minimum Eligibility of Applicants.....	12
3.7	Conflict of Interest.....	13
3.8	Financial Proposal.....	13
3.9	Modification/ substitution/ withdrawal of Proposals.....	13
3.10	Evaluation of proposals and Empanelment Process.....	14
3.11	Confidentiality.....	14
3.12	Award of project.....	15
3.13	Substitution of Key Personnel.....	17
3.14	Proprietary Data.....	18
3.15	Empanelment Tenure.....	18
3.16	Withdrawing from Empanelment.....	18
3.17	De-empanelment.....	19
4.	Pre-qualification Criteria for Group A & B bidders.....	20
4.1	Pre-qualification criteria for empanelment in Category A1 of Group A.....	20
4.2	Pre-qualification criteria for empanelment in Category A2 of Group A.....	21
4.3	Pre-qualification criteria for empanelment of Group B.....	23
5.	Technical Evaluation Process for Group A bidders.....	25
5.1	Evaluation Process.....	25
5.2	Evaluation of bids.....	25
5.3	Technical evaluation criteria for Category ‘A1’ of Group A.....	26
5.4	Technical evaluation criteria for Category ‘A2’ of Group A.....	28
6.	Instructions to Group A Bidders.....	31
6.1	Completeness of the RFP Response.....	31
6.2	Tender Fee.....	31
6.3	Power of Attorney / Letter of Authority.....	31
6.4	Submissions of Bids.....	31
6.5	Earnest Money Deposit (EMD) and Refund.....	32
6.6	Documents to be submitted.....	32
6.7	Signing of the Contract for Empanelment.....	32
6.8	Stamp Duty.....	32
6.9	Performance Bank Guarantee.....	32
6.10	Binding clause.....	32
7.	Instructions to Group B Bidders.....	33
7.1	Documents to be submitted.....	33
7.2	Signing of the MoU.....	33
8.	Common Instructions to Bidders.....	34
8.1	Proposal Preparation Cost.....	34
8.2	Pre-Bid Meeting.....	34
8.3	Amendment of RFP Document.....	34
8.4	Rights to terminate the Process.....	35
8.5	Language of Bids.....	35
8.6	Bid Submission Format.....	35
8.7	Opening of Bid.....	35
8.8	Period of Validity of Bids.....	35
8.9	Clarification of Bids.....	36
8.10	Terms and Conditions.....	36

8.11	Payment Terms.....	36
8.12	Fraud and Corruption.....	36
8.13	Right to Accept/Reject any or all proposals.....	37
8.14	Notifications of consideration for next level.....	37
8.15	Failure to agree with the Terms & Conditions of the RFP.....	37
8.16	Notification of Award and Signing of Contract/ MoU.....	37
8.17	Notification to Government Agencies.....	37
8.18	General conditions for successful empanelled vendor (post empanelment).....	38
9.	Terms of Reference.....	39
9.1	Introduction.....	39
9.2	Objectives.....	39
9.3	Scope of services.....	41
9.4	Primary data collection methodology.....	42
9.5	Mechanism to ensure data quality.....	45
9.6	Listing of stakeholders to be consulted.....	46
9.7	Deliverables and time lines.....	46
9.8	Payment terms and schedules.....	47
9.9	Structure of the reports.....	47
9.10	Support from government agency (for which evaluation studies/ type studies/ surveys).....	47
9.11	Reporting.....	47
9.12	Meetings.....	48
9.13	Miscellaneous.....	48
10.	Formats to be used for the Proposal Submission.....	49
10.1	Annexure I: Technical Proposal for Empanelment.....	49
10.2	Annexure II: Pre-Qualification cum Technical Cover Letter for Group A bidders.....	51
10.3	Annexure III: Format to share Organisation's (Group A & B) Particulars.....	52
10.4	Annexure IV: Format to share Organisation's (Group A & B) experience.....	53
10.5	Annexure V: Format to share Organisation's (Group A & B) proposed area of interest for empanelment.....	53
10.6	Annexure VI: Format to share Organisation's (Group A & B) proposed statistical & economic activities for providing expert services post empanelment.....	54
10.7	Annexure VII: Format to share Organisation's (Group A & B) proposed geographical coverage & area post empanelment.....	54
10.8	Annexure VIII: Declaration format for not being black-listed for Group A bidders.....	55
10.9	Annexure IX: Self-declaration letter regarding Government funding on regular basis for Group B bidders.....	56
10.9 A	Annexure IX: Declaration format for not being black-listed for Group B bidders.....	56
10.10	Annexure X: Authorisation letter for attending pre-bid meeting/ bid opening for bidders.....	58
10.11	Annexure XI: Format for Certification by Category-A1 of Group A Bidder's HR/ Admin Dept.....	59
10.12	Annexure XII: Format for Certification by Category-A2 of Group A Bidder's HR/ Admin Dept.....	60
10.13	Annexure XIII: Format for Certification by Group B Bidder's Registrar/ Administration.....	61
10.14	Annexure XIV: Format for CV of experts for Group A & B bidders.....	62
10.15	Annexure XV: Authorisation/ No Objection Certificate letter by Govt. funded organization for participation in empanelment for Group B organisations.....	63
10.16	Annexure XVI: Core Statistical Activities identified by GoI for strengthening statistical system (for information purpose only to Group A & B bidders/ organisations).....	64
10.17	Annexure-XVII: Proposed statistical/ Economic activities identified for strengthening statistical system in the State (for information purpose only to Group A & B bidders/ organisations).....	65
10.18	Annexure-XVIII: Draft MoU with Group B empaneled agencies.....	66
10.19	Annexure-XIX: Draft Contract Agreement with Group A empaneled agencies.....	69
10.20	Annexure-XX: Draft Empanelment Bank Guarantee for Group I empaneled agencies.....	77

## Glossary

Terms	Meaning
Applicant	Agencies/ organisations/ firms/ institutes/ companies (duly registered/ established in India under relevant acts and rules) and Government aided/ funded Academic/ Research Institutes and NGOs
Bidder	Entity which will respond to this RFP
CAPI	Computer Assisted Personal Interview
Committee	Evaluation Committee which would evaluate the responses to this RFP
Contract Value	Price payable to the successful bidder under the contract for the full and satisfactory performance of the contractual obligation
DES	Directorate of Economics & Statistics, Planning Department, GoM
DMEO	Development Monitoring and Evaluation Office, GoI
EMD	Earnest Money Deposit
Empaneled Agency	Entity which has been empaneled in the respective category by DES, GoM as a result of this RFP
FGD	Focus Group Discussions
Final data	Final data (in electronic format) is a primary data collected from survey, which is scrutinized, validated and cleaned by removing outliers, data entry errors, etc. and ready to use for further data processing & tabulation.
GDP	Gross Domestic Product
GoI	Government of India
GoM	Government of Maharashtra
Government	Government of India or Government of Maharashtra
Government Agency	Government entities which will assign actual work to empaneled agency
GSDP	Gross State Domestic Product
International project/ Study	Project/ Study conducted in more than one country
KII	Key Informant Interview
National project/ Study	Project/ Study conducted in two or more than two states
NGOs	Non -Governmental Organisations
NITI	National Institution for Transforming India
NSDP	Net State Domestic Product

NSO	National Statistical Office, GoI
PAPI	Paper and Pencil Interview
PBG	Performance Bank Guarantee
PQ	Pre-Qualification
Primary data	Primary data is validated information collected for the first time
Raw data	Raw data is a primary data collected from survey and data entered in electronic format for all fields
RFP	Request For Proposal
RRB	Rural Residential Buildings
Secondary data	Secondary data is any data available in public domain (collected earlier by someone else)
ToR	Terms of Reference
URB	Urban Residential Buildings

## Request of Proposal (RFP)

No. OAP /2022/EVL/307  
Directorate of Economics and Statistics, GoM,  
New Administrative Building, 7<sup>th</sup> floor,  
Opposite Mantralaya,  
Madam Cama Road,  
Mumbai- 400032  
Ph.: 022 22021614/ 22797000,  
Email :jtdireval.des@maharashtra.gov.in  
Dt. 03<sup>rd</sup> July, 2023

**Subject:** Request for Proposal (RFP) for Empanelment of Agencies for Conducting evaluation studies/type studies/ surveys and providing expert services in statistical & economic activities

The Directorate of Economics and Statistics, Planning Department, GoM intends to publish this RFP Document for inviting technical proposals/ bids for augmenting the list of empanelment of Corporate, Private Companies/ Institutions/ Firms/ Organisations and Government aided/ funded entities and Deemed Universities/Academic/Research Institutes/NGOs for conducting qualitative and quantitative 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 A (Corporate, Private Companies/ Institutions/ Firms/ Organisations & Group B (Government aided/ funded Academic/ Research Institutes and Deemed Universities/Academic/Research Institutes/NGOs) 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.

The salient features of the empanelment, eligibility criteria and instructions on how to apply and other details are available in the RFP document uploaded on the DES website (<https://mahades.maharashtra.gov.in>) and <https://mahatenders.gov.in>. Important information & tentative dates are given in Chapter 2 of the RFP.

Interested applicants are requested to log into <https://mahatenders.gov.in> and submit their RFP response online, on or **before 04<sup>th</sup> August, 2023, 16.30 Hrs.** Please note manual/ offline proposals shall not be accepted. Applicants can refer to Bidders' Manual available on <https://mahatenders.gov.in> for further queries.

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## **Disclaimer**

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

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

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

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

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

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

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

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

## 1. Invitation for Proposal

## 1.1 Important Dates / Information

Sr.No	Information	Details
1.	Project Name	Empanelment of agencies for conducting Evaluation studies/ Type studies/ Surveys and providing expert services in statistical & economic activities'
2.	RFP reference No and Date	RFP Reference No.: Date: <b>03<sup>rd</sup> July, 2023</b>
3.	RFP Fee (Non-refundable)	₹5,000/- (Rupees Five thousand only) To be submitted online at <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> (Bidders <b>other than NGOs</b> intending empanelment in Group B are exempted for submitting RFP Fee)
4.	EMD(Refundable)	₹20,000/- (Rupees Twenty thousand only) To be submitted online at <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> (Bidders <b>other than NGOs</b> intending empanelment in Group B are exempted for submitting EMD)
5.	Last date for submission of queries for clarifications via email	<b>14<sup>th</sup> July, 2023</b>
6.	Date, Time & Place of pre-bid meeting	Date: <b>17<sup>th</sup> July, 2023</b> Time - 15.00 Hrs Place- 4th floor, Conference Hall, EDP Centre, Directorate of Economics and Statistics, New Administrative Building, Opposite Mantralaya, Madam Cama road, Mumbai-32
7.	Last date (deadline) for receipt of RFP Fee	<b>4<sup>th</sup> August, 2023 till 16:30 Hrs</b>
8.	Last date (deadline) for receipt of proposals in response to RFP notice	<b>4<sup>th</sup> August, 2023 till 16:30 Hrs</b>
9.	Place, Time and Date of opening of the proposals received in response to the RFP notice	Date- <b>08<sup>th</sup> August, 2023</b> Time- <b>14.30 Hrs</b> Place - 4 <sup>th</sup> floor, Conference Hall, EDP Centre, Directorate of Economics and Statistics, New Administrative Building, Opposite Mantralaya, Madam Cama road, Mumbai-400032
10.	Presentation on technical proposal by the bidders	To be Informed Later
11.	Contact Person for queries	Mr. Y.M. Budhawale Joint Director (Evaluation), Directorate of Economics & Statistics, GoM, New Administrative Building, 7 <sup>th</sup> floor, Opposite Mantralaya, Madam Cama Road, Mumbai-400032 Ph.: 022 22021614/22797000, Email : <a href="mailto:jtdireval.des@maharashtra.gov.in">jtdireval.des@maharashtra.gov.in</a>

## 2. Introduction and Background

2.1 The (DES) under Planning Department is declared as a Nodal Agency and Authority of reference for all Statistical matters in the State by Government of Maharashtra. The main functions of the DES are

- to collect official statistics, data through surveys, censuses
- to conduct type studies on such matters for which official statistics are inadequate/ not available
- to analyse the data so collected
- to undertake evaluation studies/ type studies/ surveys of programs/ schemes/ projects implemented in the state
- to bring out statistical publications regularly
- to impart training to statistical personnel
- to co-ordinate and provide technical guidance to different departments on statistical matters
- to give advice to the State Government on economic and statistical matters.

2.2 DES is regularly conducting evaluation studies/ type studies/ surveys. However, owing to constraint of manpower, limited number of evaluation studies/ type studies/ surveys is being undertaken. With a view to improve the sectoral coverage of evaluation studies/ type studies/ surveys and to conduct more number of studies, surveys, this RFP intends to empanel reputed agencies/ organisations/ firms/ institutes/ companies (duly registered/established in India under relevant acts and rules), Government aided/ funded Academic/ Research Institutes and NGOs. This will facilitate DES and other government departments/agencies (including Government/Semi-Government offices) to select appropriate agency from the empaneled list published by Government Resolution for assigning evaluation studies/ type studies/ surveys after completion of this process.

2.3 DES intends to conduct various evaluation studies/ type studies/ surveys in future; hence DES is floating this RFP for preparing the list of empanelment agencies.

### 3. Scope of Work

#### 3.1 RFP Objectives

The objective of this RFP is to empanel Corporate, Private Companies/ Institutions/ Firms/ Organisations/ (duly registered in India under relevant acts and rules) and Government aided/ funded entities and Deemed Universities/Academic/Research Institutes and NGOs (duly registered under Societies Registration Act and must be enlisted on <http://www.ngodarpan.gov.in>) which are functioning in the domain of conducting evaluation studies/ type studies/ surveys in India. As a result of the empanelment through this RFP, the expected key benefits are listed below:

- i. Reduction in the time taken to complete the tendering process by individual Government Agency
- ii. Enable Government to conduct more evaluation studies/ type studies/ surveys at large scales covering various development sectors
- iii. Improvement in sectoral coverage of evaluation studies/ type studies/ surveys
- iv. Facilitate Government Agencies to take corrective steps towards effective implementation of development schemes
- v. To facilitate services of the expertise in statistical and economic activities of GoM by the private/ academic institutes participation

#### 3.2 Classification of intending bidders

In the fitness of the above, this RFP invites proposals for two different groups as classified below:

#### **Group A: Corporate, Private Companies/ Institutions/ Firms/ Organisations :**

- i. **Category A1:** Corporate, Private Companies/ Institutions/ Firms/ Organisations having capabilities to conduct state-wide evaluation studies/ type studies/ surveys covering more than 10 districts from more than one revenue divisions of the Maharashtra State and to provide expert services in statistical and economic activities.
- ii. **Category A2:** Corporate, Private Companies/ Institutions/ Firms/ Organisations having capabilities to undertake evaluation studies/ type studies/ surveys, covering less than 11 districts of the Maharashtra State and to provide expert services in statistical and economic activities.

#### **Group B: Academic/ Research Institutes/NGOs:**

- iii. Category B1 : Academic/ Research Institutes
  - a. Academic Institutes
  - b. Research Institutes

Both a) and b) should have capabilities

- to provide expert services in statistical and economic activities
  - to undertake evaluation studies/ type studies/ surveys
  - should have at least B+ grade accreditation of NAAC
- iv. Category B2: NGO
    - to provide expert services in statistical and economic activities
    - to undertake evaluation studies/ type studies/ surveys

Government aided/ funded entities such as Universities and Colleges functioning at state or local level and Deemed Universities/ Academic/ Research Institutes will be empaneled directly on submission of authorization / no objection certificate from the Registrar/Administrative Dept. of respective entity. If two or more departments from same entity (Government aided/ funded entity, Deemed University/

Academic/ Research Institute), are interested in empanelment, in such a case these departments should submit their proposal through their Registrar or In charge of institute. More than one proposal from same institute will not be entertained. Different departments of the same Academic/ Research Institutes will not be treated as separate agencies/ entities. **DES reserves right to empanel Government aided/ funded entity, Deemed University/ Academic/ Research Institute by invitation.**

### 3.3 Empanelment Period

The empanelment through this RFP shall remain in force/valid for a period of five years from the date of empanelment. However, DES reserves the right to remove one or more agency from the empaneled list based on time to time reviews of the performance. Further, DES may also float RFP/ RFPs for augmenting the empaneled list.

### 3.4 Brief description of the procedure for selection for empanelment

DES has adopted a single-stage selection process (collectively the “Selection Process”) for empanelment, comprising of only technical bid to be submitted on the <https://mahatenders.gov.in>. After the receipt of proposals in response to this RFP, a technical evaluation will be carried out as specified in Clause 5. Based on this technical evaluation, applications will be short-listed for detailed evaluation.

### 3.5 Scope of Work for Empaneled Agencies

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

- I. to define objectives of studies/ surveys
- II. to formulate implementation procedure for evaluation studies/ type studies/ surveys
- III. to design schedules for collecting information under evaluation studies/ type studies/ surveys
- IV. to determine coverage in terms of geography, population frame, etc. for canvassing schedules and sampling procedure.
- V. to conduct pilot studies and suggest best sampling technique & sample size for maximising confidence levels & minimising 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 and validation, data entry in electronic format)
- XI. to compile and validate captured data
- XII. to tabulate validated data
- XIII. to analyse tabulated data (tabulation plan to be mutually decided by DES/ Government Agency with successful bidder)
- XIV. to submit report covering results & recommendations
- XV. to submit raw data, final data (in electronic format) and filled in schedules to Government Agency with a copy to DES
- XVI. to analyse Secondary data needs to be analysed for selected Districts. (Secondary data generated through MIS/Administrative operative system)

3.5.2 At the time of commissioning of a Project, a limited tender process will be carried out as specified in Clause 3.12. Where proposals will be ranked according to their combined technical and financial scores, or just financial scores, as shall be specified in Project RFP. The first ranked Applicant shall be selected for negotiation (the “Selected Applicant”) while the second ranked Applicant will be kept in reserve. The Government agency shall decide milestones for each of the above broad activities. The successful empaneled agency will have to work in co-ordination with the Government Agency for completing assigned task in a stipulated manner. Further, successful empaneled agency shall have to submit report detailing achievement of the milestone. It may be noted that the payments to the successful empaneled agency shall be based on successful completion of each of the milestone.

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

3.5.4 The United Nations has also emphasised on conducting evaluation studies. The United Nations Evaluation Group has prescribed norms and standards for evaluation and provided guidelines for conducting such studies. These norms and standards are available at <http://www.unevaluation.org/document/detail/1914>. The DMEO, NITI Aayog had also issued guidelines for conducting evaluation studies which are available at <https://dmeo.gov.in/resources/toolkits>. It is advisable that the Government Agencies and empaneled vendors may refer to these standards for conducting evaluation studies.

3.5.5. DES is the Nodal Agency and Authority of the State for all statistical matters. The DES collects various data through studies, surveys, censuses and administrative systems. The DES brings out annual publication such as Economic Survey of Maharashtra, State Statistical Abstract, District Socio-Economic Review, etc. The intending bidders are requested to go through these publications which are available on the official website of DES (<https://mahades.maharashtra.gov.in>). Further, the Government of India has identified core statistical activities for strengthening statistical systems in the States as given in Annexure XVI. 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 XVII. 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. If a Government Agency requires such expert services, it may appoint agencies from the empaneled list.

### 3.6 Conditions of Minimum Eligibility of Applicants

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

**(A) Technical Capacity:** The Applicant must be a legal entity as per applicable laws; Individuals are not eligible to participate in this RFP. The Applicant from Category A1 of Group A shall have, over the past **five** years undertaken a minimum of **six** projects as specified in Clause 4.1, of which at least two projects should be at national/ international level. The Applicant from Category A2 of Group A shall have, over the past **six** years undertaken a minimum of three projects as specified in Clause 4.2. The applicants from Group B should be in existence for a minimum period of **five** years. The Applicant should not have been debarred or blacklisted by the GoI, by GoM, or any State Government/ Semi-Government, a Statutory Authority, or a Public-Sector Undertaking, from participating in any assignment.

**(B) Financial Capacity:** The Applicant in Category A1 of Group A must be in profit in any of the three **financial years from 2017-18 to 2021-22** and must have an aggregate turnover of **minimum ₹ 5 Crore** in last five years from 1<sup>st</sup> April, 2017. The Applicant in Category A2 of Group A must be in profit in any of the **three financial years from 2017-18 to 2021-22** and must have an aggregate turnover of **minimum ₹ 50 Lakh** in last five years from 1<sup>st</sup> April, 2017.

**(C) Availability of Key Personnel:** Upon empanelment and subsequent award of the Project, the Applicant shall offer and make available all Key Personnel meeting the requirements as shall be specified in the Project RFP.

**(D) Conditions of Eligibility for Key Personnel:** Each of the Key Personnel working on the Project must fulfil the Conditions of Eligibility specified in the Clause 4 and 5.

### 3.7 Conflict of Interest

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

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

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

### 3.8 Financial Proposal

No Financial Proposals are being sought for empanelment. The same shall be invited at the time of Request-for-Proposal of a specific project as specified in Clause 3.12

### 3.9 Modification/ substitution/ withdrawal of Proposals

The Applicant may modify, substitute, or withdraw its proposal by logging into the portal <https://mahatenders.gov.in> prior to the proposal due date and time.

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

Any request for alteration/modification in the Proposal or additional information or material supplied subsequent to the proposal due date and time, unless the same has been expressly sought for by the DES, shall be disregarded.

### 3.10 Evaluation of proposals and Empanelment Process

3.10.1 Proposals withdrawn prior to proposal due date shall not be considered for evaluation in accordance with Clause 3.9.

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

3.10.2.1 the technical proposal for Empanelment is received, complete in all terms in the form specified in the format provided in the annexures hereto duly signed and stamped wherever necessary; (All forms/ annexures to be scanned and uploaded in pdf form)

3.10.2.2 it is received by the proposal due date including any extension thereof

3.10.2.3 it is accompanied by the bid security declaration Form as specified

3.10.2.4 it contains all the information with signature of authorised persons wherever necessary (complete in all respects) as requested in the RFP;

3.10.2.5 it does not contain any condition or qualification; and

3.10.2.6 it is not non-responsive in terms hereof

3.10.3 The DES reserves the right to reject any proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the DES in respect of such proposals after due date and time

3.10.4 The DES shall subsequently examine and evaluate Technical Proposals for Empanelment in accordance with the selection process specified at Clause 3.12 and the criteria set out in Clause 3.12 of this RFP.

3.10.5 Applicants are advised that selection shall be entirely at the discretion of the DES. Applicants shall be deemed to have understood and agreed that the DES shall not be required to provide any explanation or justification in respect of any aspect of the selection process or selection.

3.10.6 Any information contained in the proposal shall not in any way be construed as binding on the DES, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it.

3.10.7 After evaluation of RFP agencies will be shortlisted. A letter will be issued to each shortlisted agency for acceptance of empanelment. The agency, shall within 7 (seven) days of the receipt of the Letter of acceptance of empanelment, sign and return the acknowledgement and thereof. Government Resolution will be issued by Planning Department, GoM of empaneled list of agencies.

3.10.8 The DES also reserves the right to empanel any other agency or employ any agency outside the list of empaneled agencies, if required.

### 3.11 Confidentiality

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

### 3.12 Award of project

#### 3.12.1 Evaluation Process for Project, Proposals

3.12.1.1 At the time of commissioning of the Project, the Government Agency shall shortlist agencies amongst the empaneled Agencies that meet the eligibility criteria of the Project. Accordingly, Request for Proposal (RFP) for the Project shall be shared with such agencies along with the specific Terms of Reference, thereby inviting proposals for the Project.

3.12.1.2 The Government Agency may choose one of the following methods for selection of agency from empaneled list

3.12.1.2.1 The Government agency may select one appropriate category out of category A1 and category A2 to award the project depending upon scope, coverage and sector of the project. If any one of these two is selected then government agency may adopt two-envelope techno-commercial method for selection by inviting proposal from shortlisted agencies from category A1 and category A2. The selection process and criteria for evaluation shall be outlined in the RFP of the Project. The government agency shall adopt selection procedure given Clause 3.12.2

3.12.1.2.2 The Government agency may choose to select appropriate agency by calling only financial proposal from the agencies shortlisted from any one of category A1, category A2 and Group B, depending upon scope, coverage and sector of the project. In this case the agency with lowest financial proposal may be selected to award project.

3.12.1.2.3 If the government agency chooses category A1 and category A2 both for selection of appropriate agency depending upon scope, coverage and sector of the project, then only financial proposals from the agencies will be called and selection method given in Clause 3.12.2 should be adopted for selection of agency.

3.12.1.3 Please note that the empanelment of a agency with DES/ Planning Department, GoM by means of this RFP, does not guarantee that any or all Agencies will be invited to bid for, or be awarded any project/assignment as a consequence of empanelment. The DES is not under any obligation to provide or secure any assignment or contract to any individual, organization or Agency.

3.12.1.4 Work contracts, if any, will be assigned by the Government Agency or line departments/agencies at their discretion and as per guidelines as outlined in the RFP document.

3.12.1.5 Applicants shall submit the financial proposal clearly indicating the total cost of the Project in both figures and words, in Indian Rupees (INR or ₹), and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

3.12.1.6 While submitting the Financial Proposal, the Applicant shall ensure the following:

3.12.1.6.1 All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Resident, in the field, office etc.), accommodation, travel cost, equipment, printing of documents, surveys, geotechnical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

3.12.1.6.2 The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

3.12.2 Award Criteria

3.12.2.1 In case the Government Agency decide to carry out evaluation studies/ type studies/surveys from any agency from one of category A1 or category A2 only, depending upon scope, coverage and sector of the project, following procedure shall be adopted.

The Government Agency shall either prepare technical approach paper by themselves or by the empaneled agency selected for the project. Based on the acceptable approach paper, the commercial bids shall be called by floating limited tenders. The limited tenders shall be floated to invite empaneled vendors as per the following criteria:

- (i) a) In case the evaluation study covers more than 10 districts from more than one revenue divisions of the State of Maharashtra and only agencies of category ‘A1’ are allowed to participate.
- b) In case the evaluation study covers less than 11 districts of the State of Maharashtra and only agencies of category ‘A2’ are allowed to participate.

In both cases, the techno commercial evaluation shall be carried out and the successful agency shall be decided based on the following formula:

- The technical evaluation marks should be given 60% weightage and commercial evaluation marks should be given 40% weightage to arrive at a composite score.
- The bidder with the higher composite score shall be awarded the contract.
- However, the government agency reserves the right to confirm the bidder with the highest composite score as successful bidder subject to negotiations and approval of competent authority. The selection of the bidder will be done by QCBS (Quality and Cost Based Selection) procedure using marks obtained for Technical (Tn) and Financial Bids (Fn).

The bidder securing the highest Composite bid score (Bn) will be adjudicated as the most responsive Bidder for award of this limited tender. The overall score will be calculated as follows:-

$$Bn = 0.60 * Tn + 0.40 * Fn$$

Where,

Bn = Composite bid score

Tn = Technical bid score (out of maximum of 100 marks)

Fn = Normalised financial bid score = (max value - actual value)/ (max value – min value)\*100

$$*Normalised\ Financial\ score\ of\ bidder = \frac{\text{Financial score of that (selected) bidder}}{\text{Score of the bidder with the highest Financial score}} * 100$$

$$*Normalised\ Technical\ score\ of\ bidder = \frac{\text{Technical score of that (selected) bidder}}{\text{Score of the bidder with the highest Technical score}} * 100$$

- (ii) In case the evaluation study covers less than 11 districts of the State of Maharashtra and agencies from both the category ‘A1’ & ‘A2’ are allowed to participate, only financial proposal may be obtained and following criteria will be adopted for award of limited tender

Let:

- L(A2) = Lowest quote of Category A2
- L(A1) = Lowest quote of Category A1

Case 1: If L(A1) < L(A2), then bidder quoting L(A1) shall be declared as successful and contract value shall be L (A1) amount

Case 2: If  $L(A1) = L(A2)$ , then bidder quoting  $L(A1)$  shall be declared as successful and contract value shall be  $L(A1)$  amount

Case 3: If  $L(A1) > L(A2)$ , then

a): If  $L(A1) > 1.15 * L(A2)$ , then bidder quoting  $L(A2)$  shall be declared as successful and contract value shall be  $L(A2)$  amount or lesser subject to negotiations.

b): If  $L(A1) = 1.15 * L(A2)$ , then bidder quoting  $L(A1)$  shall be declared as successful and contract value shall be  $L(A1)$  amount or lesser subject to negotiations.

c): If  $L(A1) < 1.15 * L(A2)$ , then bidder quoting  $L(A1)$  shall be declared as successful and contract value shall be  $L(A1)$  amount 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 B vendors by inviting approach paper & commercial proposal from them. Under such situation, Government Agencies must ensure that the assignment is awarded to the Group B vendors only if the commercial bids are found reasonable.
- (iv) The Group A vendors will have the option to tie-up/collaborate with Group B vendors after empanelment. In case the Group B vendors wish to tie-up/collaborate with Group A vendors, they can do so. In both the cases, principle bidder will have to participate in the limited tender process.
- (v) After award of the contract or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from any Scheduled or Nationalised bank as per the format given in this Bid Document, payable on demand, for the due performance and fulfillment of the contract by the bidder. This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value and shall be valid for 12 months. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder. The Performance Bank Guarantee may be discharged/returned by DES upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee. Bidders from Group B except NGOs are exempted for submitting Performance Bank Guarantee.

### 3.13 Substitution of Key Personnel

3.13.1 Upon award of a Project, the Government Agency will not normally consider any request of the selected agency for substitution of key personnel as the ranking of the applicant agency is based on the evaluation of key personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the key personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Government Agency.

3.13.2 The Government Agency expects all the Key Personnel to be available during implementation of the Project. The Government Agency will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Government Agency. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration

specified for the original Key Personnel shall be deducted from the payments due to the Survey Agency. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

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

3.13.4 In case the Government agency is not satisfied with the performance of any Key Personnel, the Government agency may initiate a request for substitution of such Key Personnel. This substitution will also be subject to payment deductions as described in Clause 3.13.

### 3.14 Proprietary Data

Subject to the provisions of Clause 3.5.3, all documents and other information provided by the Government agency or submitted by an Applicant to the Government agency shall remain or become the property of the Government agency. Applicants and the Survey Agencies, as the case may be, are to treat all information as strictly confidential. The Government agency will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Survey Agencies to the Government agency in relation to the Project shall be the property of the Government agency. The Survey Agencies shall make suitable arrangements for the preservation of data collected during the study, such as filled in schedules, tabulation or working sheets, reports, photographs etc., relating to the Project in electronic form and this shall be shared with the Government agency at the time of submission of Final report. The ownership of all such data shall remain with the Government agency. All raw data compiled during the Survey assignment shall be transferred to the Government agency. No data collected in context of the study may be destroyed or otherwise disposed of or given to any other organization/ individual, unless so approved by the Government agency.

### 3.15 Empanelment Tenure

3.15.1 The period of validity of empanelment shall be five years from the Effective Date of Empanelment.

3.15.2 The DES plans to add/ delete empaneled agency thereby amending/ augmenting list of empaneled agencies on ab-annual basis. Any interested agency, who did not apply or qualify in an earlier attempt, or voluntarily withdrew from the DES empaneled list of Agencies or would like to get their empanelment category upgraded can re-apply for fresh empanelment at the next available opportunity. However, de-empaneled agencies (as Clause 3.17) are barred from applying to DES for re-empanelment either in the original name and title, or in any new nomenclature for the next five years.

### 3.16 Withdrawing from Empanelment

3.16.1 Any Empaneled Agency may withdraw from the empaneled list at any time by giving one month's advance notice in writing to DES.

3.16.2 However, any ongoing assignment(s) must either be completed to the satisfaction of the Government agency or the full project cost should be refunded before such withdrawal and PBG will be forfeited.

### 3.17 De-empanelment

The DES reserves the right to de-empanel (i.e., remove from its empanelment list) any Agency, if they:

- (i) Express inability or lack of interest in DES's survey work on three occasions
- (ii) Fail to display professionalism in their work
- (iii) Substitute three key personnel during a project
- (iv) Indulge in corrupt or fraudulent practices
- (v) Fail to observe the basic evaluation/assessment ethics
- (vi) Fail to complete the assignments on schedule
- (vii) Indulge in plagiarism
- (viii) Accept any inducements/gratification for doing an undue favor
- (ix) Bring discredit to the DES or any other public agency by their deeds or acts
- (x) Abuse the data/information/report in their custody
- (xi) Are found to have made false/incorrect declarations to the DES or any other public agency
- (xii) Are convicted by courts for professional misconduct or violation of any law
- (xiii) Face liquidation or are declared as bankrupt/insolvent
- (xiv) Undergo major structural changes that impair evaluation functions
- (xv) Are black listed or declared in-eligible by any government agency
- (xvi) Abuse the empanelment status for wrongful gains
- (xvii) Fail to maintain the required quality standards in the evaluation work
- (xviii) Fail to pay taxes as per law
- (xix) Any other reasons deemed fit by DES

## 4. Pre-qualification Criteria for Group A &amp; B bidders

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

## 4.1 Pre-qualification criteria for empanelment in Category A1 of Group A

#	Pre-Qualification Criteria	Documents required for substantiating pre-qualifying criteria
1	The Bidder must be an organisation registered in India, under relevant Act and should be in existence for a minimum period of <b>six years</b> as on 31 <sup>st</sup> March, 2022 in India as on date of bid submission.	Copy of Certificate of Incorporation/ Registration Certificate
2	The Bidder must be in profit in any of the <b>three financial years</b> from 2017-18 to 2021-22	Copy of the audited balance sheet and Profit & Loss statement of the company in each of the financial years from 2017-18 to 2021-22
3	The Bidder must have an aggregate turnover of <b>minimum ₹ 5 Crore</b> in last five years ending on 31 <sup>st</sup> March, 2022 in the business of:  i. Providing consultancy for conducting evaluation studies, type studies, sample surveys, designing methodologies, conducting field work, data capturing, validating, tabulation, analysis & report writing since 1 <sup>st</sup> April, 2017  <b>and/ or</b>  ii. Providing end-to-end services for conducting evaluation studies, type studies, sample surveys, designing methodologies, conducting field work, data capturing, validating, tabulation, analysis & report writing since 1 <sup>st</sup> April, 2017	Certificate from Chartered Accountant or Auditor with completion certificate to substantiate this criterion
4	The Bidder should have undertaken <b>minimum six projects</b> (of which <b>at least two projects</b> should be at national/ international level) last five years ending on 31 <sup>st</sup> March, 2022 in the business of:  i. Providing consultancy for conducting evaluation studies, type studies, sample surveys, designing methodologies, conducting field work, data capturing, validating, tabulation, analysis & report writing during the period 2017-18 to 2021-22 (financial years)  <b>and/ or</b>  ii. Providing end-to-end services for conducting evaluation studies, sample surveys, designing methodologies, conducting field work, data	Copy of work orders with completion certificate to support this criterion

#	Pre-Qualification Criteria	Documents required for substantiating pre-qualifying criteria
	capturing, validating, tabulation, analysis & report writing during the period 2017-18 to 2021-22 (financial years)	
5	The Bidder should possess web based software development environment and manpower	Certificate from HR supporting this criterion in the given format (10.11 Annexure XI: Format for Certification by Category-A1 of Group A Bidder's HR/ Admin Dept.)
6	The Bidder should have capability in practising advanced analytical software tools such as SPSS, SAS, etc.	Certificate from HR supporting this criterion in the given format (10.11 Annexure XI: Format for Certification by Category-A1 of Group A Bidder's HR/ Admin Dept.)
7	The Bidder must have <b>at least eight members team</b> with following expertise: <b>A. Project Manager</b> (Post Graduate in any branch/ MBA).* <b>B.</b> i. <b>Qualified Statistician</b> (Post Graduate in Statistics), ii. <b>Qualified Demographer</b> (Post Graduate in Population Science), iii. <b>Qualified Economist</b> (Post Graduate in Economics), iv. <b>Civil Engineer</b> (Graduate in Civil Engineering), v. <b>Qualified Social Scientist</b> (Post Graduate in Social Science/ Social Work) <b>C. At least one member</b> should be well conversant (Speak, Read, Write) with <b>Marathi language</b>	Certificate from HR for having at least eight expert manpower on payroll of the bidder along with the profile of each expert in the given format (10.11 Annexure XI: Format for Certification by Category-A1 of Group A Bidder's HR/ Admin Dept.)
8	The Bidder should not have been blacklisted by Central/ State Government/ any government agency in India at the time of submission of the Bid	Affidavit by bidder as per format given in this RFP document (10.8 Annexure VIII: Declaration format for not being black-listed for Group A bidders) along with work order received from Central or State Government
9	The Bidder must have valid GST and Income Tax registration in India	Proof of valid GST Registration in India & Copy of PAN & TAN Card

\*He / She must be exclusive, apart from other key members of team.

#### 4.2 Pre-qualification criteria for empanelment in Category A2 of Group A

#	Pre-Qualification Criteria	Documents required for substantiating pre-qualifying criteria
1	The Bidder must be an organisation registered in India, under relevant Act and should be in existence	Copy of Certificate of Incorporation/ Registration Certificate

#	Pre-Qualification Criteria	Documents required for substantiating pre-qualifying criteria
	for a minimum period of <b>six years</b> as on <b>31<sup>st</sup> March, 2022</b> in India as on date of bid submission.	
2	The Bidder must be in profit in any of the <b>three financial years</b> from <b>2017-18 to 2021-22</b>	Copy of the audited balance sheet and Profit & Loss statement of the company in any of the three financial years from <b>2017-18 to 2021-22</b>
3	The Bidder must have an aggregate turnover of <b>minimum ₹ 50 lakh</b> during last five years 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 1 <sup>st</sup> April, 2017 <b>and/ or</b> Providing end-to-end services for conducting evaluation studies, sample surveys, designing methodologies, conducting field work, data capturing, validating, tabulation, analysis & report writing since 1 <sup>st</sup> April, 2017.	Certificate from Chartered Accountant or Auditor with completion certificate to substantiate this criterion
4	The Bidder should have undertaken <b>minimum three projects</b> in the business of: Providing consultancy for conducting evaluation studies/type studies, surveys, designing methodologies, conducting field work, data capturing, validating, tabulation, analysis & report writing and providing consultancy in statistical & economic matters during the period 2017-18 to 2021-22 (financial years) <b>and/ or</b> Providing end-to-end services conducting evaluation studies/type studies, surveys, designing methodologies, conducting field work, data capturing, validating, tabulation, analysis & report writing and providing consultancy in statistical & economic matters during the period 2017-18 to 2021-22 (financial years)	Copy of work orders with completion certificate to support this criterion
5	The Bidder must have <b>at least five members team</b> with following expertise: <b>A.</b> A person to work in capacity of <b>Project Manager</b> (Post Graduate in any branch/ MBA).* <b>B.</b>	Certificate from HR for having at least five expert manpower on payroll of the bidder along with the profile of each expert in the given format (10.12 Annexure XII: Format for Certification by Category-A2 of Group A Bidder's HR/ Admin Dept.)

#	Pre-Qualification Criteria	Documents required for substantiating pre-qualifying criteria
	<p>i. <b>Qualified Statistician</b> (Post Graduate in Statistics),</p> <p>ii. <b>Qualified Economist</b> (Post Graduate in Economics),</p> <p>iii. <b>Civil Engineer</b> (Graduate in Civil Engineering),</p> <p>iv. <b>Qualified Social Scientist</b> (Post Graduate in Social Science/ Social Work)</p> <p><b>C.</b> At least <b>one member</b> should be well conversant (Speak, Read, Write) with <b>Marathi language</b></p>	
6	The Bidder should not have been blacklisted by Central/ State Government/ any government agency in India at the time of submission of the Bid	Affidavit by bidder as per format given in this RFP document (10.8 Annexure VIII: Declaration format for not being black-listed for Group A bidders) along with work order received from Central or State Govt
7	The Bidder must have valid GST and Income Tax registration in India	Proof of valid GST Registration in India & Copy of PAN, TAN Card

\*He / She must be exclusive, apart from other key members of team.

#### 4.3 Pre-qualification criteria for empanelment of Group B

#	Pre-Qualification Criteria	Documents required for substantiating pre-qualifying criteria
1	<p>i) The participating entity must be government aided/ funded entity (such as Academic Institute, Research Institute, Universities, Colleges), Deemed Universities/Academic/Research Institute and should be in existence for a minimum period of <b>six years</b> as on 31<sup>st</sup> March, 2022 in India. Such institution should have at least B+ NAAC accreditation</p>	Relevant evidence (such as Copy of Affiliation/ Registration Certificate)
	<p>ii) In case of NGOs the participating entity must be registered under Societies Registration Act and must be enlisted on <a href="http://www.ngodarpan.gov.in">http://www.ngodarpan.gov.in</a> and should be in existence for a minimum period of <b>six years</b> as on 31<sup>st</sup> March, 2022 in India.</p>	Relevant evidence (such as Copy of Registration Certificate, etc.)
2	<p>The participating entity that is government aided/ funded entity (such as Universities, Colleges) must be funded by Government on regular basis (for overall functioning and not for specific purpose/ short duration) at state-level or local-level.</p> <p style="text-align: center;">OR</p>	Copy of Government Order by which funds are sanctioned by the Government. No. of years for which participating entity is funded by Government. Self-declaration in the specified format (10.9 Annexure IX : Self declaration letter regarding Government funding on regular basis for Group B bidder (Only for Government aided/funded entities such as Universities and Colleges)

#	Pre-Qualification Criteria	Documents required for substantiating pre-qualifying criteria
	The participating entity is Deemed university/ Academic Institute/ Research Institute	OR Copy of relevant document about declaration of deemed
3	The participating entity should have completed <b>minimum three projects</b> in the business of conducting evaluation studies/type studies, surveys, providing consultancy in statistical & economic matters during the period 2017-18 to 2021-22 (financial years) of which <b>at least one project</b> 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 <b>at least three members team</b> comprising of the following expertise: <b>A.</b> i. <b>Qualified Statistician</b> (Post Graduate in Statistics), ii. <b>Qualified Economist</b> (Post Graduate in Economics), iii. <b>Qualified Social Scientist</b> (Post Graduate in Social Science/ Social Work) <b>B.</b> 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 (10.13 Annexure XIII: Format for Certification by Group B Bidder's Registrar/ Administration)
5	The Bidder should not have been blacklisted by Central/ State Government/ any government agency in India at the time of submission of the Bid	Affidavit by bidder as per format given in this RFP document (10.9 A Annexure IX A : Declaration format for not being blacklisted for Group B bidders)

## 5. Technical Evaluation Process for Group A bidders

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

### 5.1 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. Committee appointed by DES will 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.

### 5.2 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 'A2'. The technical evaluation criteria for bidders in category 'A1' & category 'A2', 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 three 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 three broad parameters as given below:

1. Organisation's Competence – 45 Marks
2. Expert Manpower Capabilities – 35 Marks
3. Technical proposal presentation – 20 Marks

The three evaluation parameters for each category are given below:

## 5.3 Technical evaluation criteria for Category 'A1' of Group A

A. Organisation's Competence for Category 'A1' of Group A (Total Marks 45)				
Sr. No.	Evaluation Criteria	Max. Marks	Point System	Supporting document
1	Bidder's income in the business of providing consultancy for conducting evaluation studies/type studies, surveys designing methodologies, conducting field work, data capturing, validating, tabulation, analysis & report writing and providing consultancy in statistical & economic matters during the period since 1 <sup>st</sup> April, 2017	10	<ul style="list-style-type: none"> <li>• Turn over = ₹ 5 Crore: <b>6 Marks</b></li> <li>• Every additional ₹ 1Crore above ₹ 5 Crore : 1 mark each (maximum <b>4 Marks</b>)</li> </ul>	Certificate from Chartered Accountant or Auditor to substantiate this criterion
2	Project experience in conducting evaluation studies type studies and surveys during the period 2017-18 to 2021-22 (financial years)	14	<ul style="list-style-type: none"> <li>• 6 projects: <b>8 Marks (Including National/international project)</b></li> <li>• Each additional project above 6 projects: 2 marks per project (maximum <b>6 Marks</b>)</li> </ul>	Work order mentioning the detailed scope for all the stated projects from the respective clients
3	Project experience in conducting evaluation studies and sample surveys during the period 2017-18 to 2021-22 (financial years) in following sectors- <ul style="list-style-type: none"> <li>• Social sector (excluding health &amp; education sectors)</li> <li>• Health Sector</li> <li>• Education Sector</li> <li>• Natural Resources Management and Environment sector</li> <li>• Agriculture and allied activities sector</li> <li>• Financial sector</li> <li>• Infrastructure sector</li> </ul>	21	<ul style="list-style-type: none"> <li>• 3 Marks per sector (maximum <b>21 Marks</b>)</li> </ul>	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 A (Total Marks 35)				
	Role	Max. Marks	Point System	Supporting document
1	Project Manager/ Chief Co-ordinator	10	<ul style="list-style-type: none"> <li>• Post-graduate in any branch/ MBA with relevant 8 years' experience in conducting</li> </ul>	CV of the Project Manager in the specified format with

			evaluation studies, sample surveys : <b>8 Marks</b> Additional Marking: • Every additional 1 year experience: 1 mark (maximum <b>2 Marks</b> )	relevant documents of project details
2	Statistician	05	• Post-graduate in Statistics with relevant 5 years' experience in conducting evaluation studies, sample surveys : <b>3 Marks</b> Additional Marking: • Every additional 1 year experience: 1 mark (maximum <b>2 Marks</b> )	CV of the Statistician in the specified format
3	Demographer	05	• Post Graduate in Population Science with relevant 5 years' experience in conducting evaluation studies, sample surveys : <b>3 Marks</b> Additional Marking: • Every additional 1 year experience: 1 mark (maximum <b>2 Marks</b> )	CV of the Demographer in the specified format
4	Economist	05	• Post-graduate in Economics with relevant 5 years' experience in conducting evaluation studies, sample surveys : <b>3 Marks</b> Additional Marking: • Every additional 1 year experience: 1 mark (maximum <b>2 Marks</b> )	CV of the Economist in the specified format
5	Civil Engineer	05	• Graduate in Civil Engineering with relevant 5 years' experience in conducting evaluation studies, sample surveys : <b>3 Marks</b> Additional Marking: • Every additional 1 year experience: 1 mark (maximum <b>2 Marks</b> )	CV of the Civil Engineer in the specified format
6	Social Scientist	05	• Post-graduate in Social Science/ MSW with 5 relevant years' experience in conducting evaluation studies, sample surveys: <b>3 Marks</b>	CV of the Social Scientist in the specified format

			Additional Marking: <ul style="list-style-type: none"> <li>Every additional 1 year experience: 1 mark (maximum <b>2 Marks</b>)</li> </ul>	
<b>C. Technical Proposal Presentation for Category 'A1' of Group A (Total Marks 20)</b>				
	Evaluation Criteria	Max. Marks	Point System	Supporting document
1	Presentation in front of Committee (15 minutes presentation followed by 5 minutes discussion)	20	<ul style="list-style-type: none"> <li>Detailed understanding of the scope of work for evaluation: <b>10 Marks</b></li> <li>Detailed understanding of the scope of work for survey (type study, sample survey): <b>10 Marks</b></li> </ul>	Presentation Slides (Softcopy to be submitted and commitments made during the presentation shall be treated as part of official document)
	Total Marks : ( A+B+C)	100		

## 5.4 Technical evaluation criteria for Category 'A2' of Group A

<b>A. Organization's Competence for Category 'A2' of Group A (Total Marks 45)</b>				
Sr. No.	Evaluation Criteria	Max. Marks	Point System	Supporting document
1	Bidder's income in the business of providing consultancy for conducting evaluation studies/type studies, surveys, designing methodologies, conducting field work, data capturing, validating, tabulation, analysis & report writing and providing consultancy in statistical & economic matters during the period since 1 <sup>st</sup> April, 2017	10	<ul style="list-style-type: none"> <li>Income = ₹ 50 Lakh: <b>7 Marks</b></li> <li>Every additional ₹ 20 lakh above ₹ 50 Lakhs: 1 mark each (maximum <b>3 Marks</b>)</li> </ul>	Certificate from Chartered Accountant or Auditor to substantiate this criterion
2	Project experience in conducting evaluation studies, sample surveys, during the period 2017-18 to 2021-22 (financial years)	14	<ul style="list-style-type: none"> <li>3 projects: <b>09 Marks</b></li> <li>Each additional project above 3 projects: 1 mark per project (maximum <b>5 Marks</b>)</li> </ul>	Work order mentioning the detailed scope for all the stated projects from the respective clients
3	Project experience in conducting evaluation studies, sample surveys, during the period 2017-18 to 2021-22 (financial years) in following sectors- <ul style="list-style-type: none"> <li>Social sector (excluding</li> </ul>	21	<ul style="list-style-type: none"> <li>3 Marks per sector (maximum <b>21 Marks</b>)</li> </ul>	Work order mentioning the detailed scope for all the stated projects and project completion certificate from the respective clients for the completed project

	health & education sectors) • Health Sector • Education Sector • Natural Resources Management and Environment sector • Agriculture and allied activities sector • Financial sector • Infrastructure sector			amongst the stated projects.
<b>B. Expert Manpower Capabilities for Category 'A2' of Group A(Total Marks 35)</b>				
	<b>Role</b>	<b>Max. Marks</b>	<b>Point System</b>	<b>Supporting document</b>
1	Project Manager/ Chief Co-ordinator	15	<ul style="list-style-type: none"> <li>• Post-graduate in any branch/ MBA with relevant 3 years' experience in conducting evaluation studies / sample surveys: <b>8 Marks</b></li> </ul> Additional Marking: <ul style="list-style-type: none"> <li>• Doctorate: <b>4 Marks</b></li> <li>• Every additional 1 year experience: 1 mark (maximum <b>3 Marks</b>)</li> </ul>	CV of the Project Manager in the specified format
2	Statistician	05	<ul style="list-style-type: none"> <li>• Post-graduate in Statistics with relevant 5 years' experience in conducting evaluation studies, sample surveys : <b>3 Marks</b></li> </ul> Additional Marking: <ul style="list-style-type: none"> <li>• Every additional 1 year experience: 1 mark (maximum <b>2 Marks</b>)</li> </ul>	CV of the Statistician in the specified format
3	Economist	05	<ul style="list-style-type: none"> <li>• Post-graduate in Economics with relevant 5 years' experience in conducting evaluation studies, sample surveys : <b>3 Marks</b></li> </ul> Additional Marking: <ul style="list-style-type: none"> <li>• Every additional 1 year experience: 1 mark (maximum <b>2 Marks</b>)</li> </ul>	CV of the Economist in the specified format
4	Civil Engineer	05	<ul style="list-style-type: none"> <li>• Graduate in Civil Engineering with relevant 5 years' experience in conducting evaluation studies, sample surveys : <b>3 Marks</b></li> </ul> Additional Marking:	CV of the Civil Engineer in the specified format

			<ul style="list-style-type: none"> <li>• Every additional 1 year experience: 1 mark (maximum <b>2 Marks</b>)</li> </ul>	
5	Social Scientist	05	<ul style="list-style-type: none"> <li>• Post-graduate in Social Science with 5 relevant years' experience in conducting evaluation studies, sample surveys : <b>3 Marks</b></li> </ul> <p>Additional Marking:</p> <ul style="list-style-type: none"> <li>• Every additional 1 year experience: 1 mark (maximum <b>2 Marks</b>)</li> </ul>	CV of the Social Scientist in the specified format
<b>C. Technical Proposal Presentation for Category 'A2' of Group A (Total Marks 20)</b>				
#	Evaluation Criteria	Max. Marks	Point System	Supporting document
1	Presentation in front of Committee (15 minutes presentation followed by 5 minutes discussion)	20	<ul style="list-style-type: none"> <li>• Detailed understanding of the scope of work for evaluation: <b>10 Marks</b></li> <li>• Detailed understanding of the scope of work for survey: <b>10 Marks</b></li> </ul>	Presentation Slides (Soft copy to be submitted and commitments made during the presentation shall be treated as part of official document)
	<b>Total Marks : (A+B+C)</b>	<b>100</b>		

## 6. Instructions to Group A Bidders

### 6.1 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 given in Clause 3.10.2.1. 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 A2) suitable to them based on pre-qualification criteria mentioned in this RFP document. **Submission of proposals in both the categories by the same organisation is not allowed and such proposals shall be summarily rejected.**

### 6.2 Tender Fee

Bidder should submit the Tender Fee (INR 5,000/-) online at <https://mahatenders.gov.in> portal.

### 6.3 Power of Attorney / Letter of Authority

Each Bidder shall submit a scanned and signed copy of power of attorney (duly notarised) 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.

### 6.4 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 <https://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, GoM reserves the right to accept or reject any or all the tenders without assigning any reason.

### 6.5 Earnest Money Deposit (EMD) and Refund

Bidders are required to submit EMD of ₹ 20,000/- (Rupees Twenty Thousand only) online at <https://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

### 6.6 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 A2
- Power of Attorney/ Letter of Authority executed by the bidder authorising 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 A2

### 6.7 Signing of the Contract for Empanelment

Successful bidder/ empaneled Agency is required to refer to the draft Contract Agreement form, attached as Annexure XIX in this RFP document, which will be considered as base document before signing the actual agreement with DES.

### 6.8 Stamp Duty

The stamp duty payable for the contract shall be borne by the Bidder. The empaneled 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 empaneled bidder.

### 6.9 Performance Bank Guarantee

Empaneled agencies of Group A 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.

### 6.10 Binding clause

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

## 7. Instructions to Group B Bidders

### 7.1 Documents to be submitted

The intending organisations need to ensure that a **single proposal** for empanelment is submitted collectively/ jointly in case of multiple departments/ sections of the same organisation intending empanelment under Group B. However, the Committee constituted by DES reserves the right to verify the documents submitted by the organisation and confirm the same. Group B bidders other than NGO's are exempted from participating in e-Tendering process (**NGOs have to participate in e-Tendering process**); however, they need to submit the following documents (in prescribed format) in hard copy format in sealed envelope (at the following address: Joint Director (Evaluation), Directorate of Economics & Statistics, GoM, New Administrative Building, 7th floor, Opposite Mantralaya, Madam Cama Road, Mumbai-400032, Maharashtra) on or before the e-Tender closing date, i.e. **Date- 4<sup>th</sup> August, 2023 till 16.30 Hrs**

- Authorisation/ no objection certificate issued by the respective organizations for empanelment of Group B
- 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
- NGO required to participate in e-tendering process and should submit all the required documents for e-tendering as per given in RFP

### 7.2 Signing of the MoU

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

## 8. Common Instructions to Bidders

### 8.1 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.

### 8.2 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 [jtdireval.des@maharashtra.gov.in](mailto:jtdireval.des@maharashtra.gov.in). The queries should necessarily be submitted in the following format as a Word Document:

Sr. No.	Bid Document Reference (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.

### 8.3 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.

#### 8.4 Rights to terminate the Process

DES may terminate the RFP process at any time and without assigning any reason before last date and time of submission of proposal. 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.

#### 8.5 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.

#### 8.6 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 A & B bidders. The rest of the Annexures (from I to XV) are pertaining to Group A/ Group B 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 V, VI and VII where the information about proposed area of interest and geography has been also called. This information shall be the basis for initially empaneling 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. RFP should be submitted duly completed in all respects given in 3.10.2.1.

#### 8.7 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.

#### 8.8 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 by thirty days (30). The request and responses shall be made via email. In this case, the EMD submitted by Group A organisations shall also be extended for thirty days 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 B organisations **other than** NGOs are exempted from submission of EMD.

#### 8.9 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.

#### 8.10 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.

#### 8.11 Payment Terms

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

#### 8.12 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.

#### 8.13 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.

#### 8.14 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.

#### 8.15 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.

#### 8.16 Notification of Award and Signing of Contract/ MoU

Prior to the expiration of the period of proposal validity, the entire technically qualified Group A 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 empaneled agency shall sign the Contract and submit it to DES. Draft Format of the contracts given in the Annexure.

In case of Group B organisations, 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 empaneled organisations (Group B) shall sign the MoU and submit it to DES. Draft Format of the MoU is given in the Annexure.

#### 8.17 Notification to Government Agencies

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

#### 8.18 General conditions for successful empaneled 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 A 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 B, successful empaneled 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 (empaneled agencies Group A& Group B)

Empaneled Agency must submit affidavit of not being blacklisted on ₹ 100 stamp paper.

## 9 Terms of Reference

### 9.1 Introduction

9.1.1 The Government has declared DES as a Nodal agency and authority of reference for all statistical activities in the state. The main functions carried out by DES are

- 1) To collect official statistics
- 2) To collect primary data through evaluation studies, type studies, sample surveys and censuses on the matters for which official statistics are inadequate
- 3) To process and analyse data collected
- 4) To conduct evaluation studies of schemes/ programmes being implemented in the State
- 5) To publish statistical publications viz. Economic survey of Maharashtra, District Socio-Economic Review, etc.
- 6) To impart training to statistical persons of DES cadre
- 7) To coordinate the work of statistical cells in various departments of State Government and to give technical guidance
- 8) To advise on economic and statistical matters to the State Government.
- 9) To act as liaison between the State Government and the Central Government.

9.1.2 Under the programme evaluation mandate, on a regular basis, DES conducts evaluations of Scheme/ Programmes / being implemented in the state.

9.1.3 As part of its evaluation studies, the DES is expected to assess the performance of schemes; document good practices as well as shortfall on achievements; identify bottlenecks and gaps in scheme design and implementation, including capacities of stakeholders, level of coordination, interest/ motivation/ participation of stakeholders, monitoring mechanisms, government policies; and provide recommendations to improve programme design, implementation, and outcomes.

9.1.4 Data collection, either in form of primary quantitative (sample survey) or qualitative (structured) data collection, are pre-requisites for evaluation of any schemes/ studies. Through the empanelment of survey Agencies, DES is seeking to empanel qualified and eligible organizations, who can be invited to conduct qualitative and quantitative surveys as part of Evaluation studies conducted regularly by DES.

9.1.5 DES participates in large scale sample surveys conducted by National Statistical Office, GoI on a matching sample basis. It also conducts surveys and studies on various subjects of socio economic importance as per the demand and requirement. Also, as and when data is required for computation of State Income/ District Income.

Upon empanelment and subsequent award of a Project, the Survey Agency shall assist DES with primary data collection to supplement and triangulate secondary analysis conducted on various government schemes, policies, programmes, etc. and also assist in conducting various surveys and type studies on various subjects of socio economic importance as per the demand and requirement.

### 9.2 Objectives

#### A) Evaluation Studies

9.2.1 DES, has been entrusted with the evaluation functions including:

- (i) To monitor progress and efficacy of strategic and long-term policy and programme frameworks and initiatives to help innovative improvements, including necessary mid-course corrections; and
- (ii) To actively monitor and evaluate the implementation of programmes and initiatives, including the identification of the needed resources so as to strengthen the probability of success and scope of delivery.

9.2.2 The purpose of these studies is to provide a detailed assessment of performance of government schemes/programs on the Relevance, Coherence, Effectiveness, Efficiency, Sustainability, Impact and Equity (RCEESI + E) Framework or similar assessment frameworks, and also identify bottlenecks and evidence-based gaps in scheme design and implementation including capacities of stakeholders, level of coordination, interest/ motivation/ participation of stakeholders, government policies, monitoring mechanisms, best practices among others.

9.2.3 These studies are aimed at providing the Government Departments with actionable insights and inputs on the selected scheme's harmonisation and rationalisation with the vision of the Department, the scheme's strengths, weaknesses, and best practices, and thereby providing recommendations and interventions for necessary course correction.

9.2.4 The evaluation of a government scheme/ program may be initiated at different stages of the scheme lifecycle, corresponding broadly with baseline, mid-line and end-line evaluations-

9.2.4.1 Evaluation of a scheme at **inception stage** can help understand whether the proposed scheme design and implementation is best suited to achieve the set objectives. This may include cost-benefit analysis of several policy alternatives.

9.2.4.2 Evaluation of a **new/newly re-structured scheme** can help provide timely inputs and suggestions for fine-tuning the design, implementation and monitoring mechanism of the scheme, at the initial stages itself.

9.2.4.3 Schemes at their **mid-line stage** are expected to start showing tangible outputs and achievements on medium-term outcomes. Evaluation of the scheme at this stage can help provide substantial inputs regarding the efficiency and effectiveness of the program, thereby suggesting interventions to further improve program delivery and impact.

9.2.4.4 Evaluation of scheme nearing the **sunset point** can help provide timely inputs and suggestions which can be used by the Department in its decision-making process for scheme continuation or restructuring or rationalization.

9.2.5 The two major types of studies conducted by DES include:

Flagship Scheme of GoI as well as State level Scheme:

This type of study refers to the evaluation of the most important schemes of the Government of India which are implementing in Maharashtra, addressing sector priorities which include health, education, environment, irrigation, urban and rural development, employment, etc. These schemes are driven by the Nodal Department of Government of Maharashtra and have considerably high budgetary outlay of approximately ₹ 50 Crore and above. The evaluation of these schemes are highly rigorous and involve a larger sample to be surveyed.

## B) Type studies and surveys

DES is participating in National Sample Surveys conducted by National Statistical Office, GoI on a matching sample basis. Apart from that DES is also conducting surveys/ type studies on various subjects of socio economic importance as per the demand and requirement. For estimation of State Income and District Income sometimes it is required to conduct surveys either at state level or region level or district level.

9.2.6 Sectors for type studies and surveys:

Provided below is an indicative list of Sectors for DES Evaluation studies/ Surveys:

- Agriculture and allied services (includes Crop husbandry, Horticulture, Animal husbandry, Dairy Development, Fisheries, Forest and Wild life, Social forestry, Soil and Water Conservation, etc)

- Rural Development (includes Integrated Rural Development, Drought Prone Area programme, Rural Employment, Community Development, Rural Housing, Employment Guarantee)
- Special Area Development Programme (includes Wardha Plan Development of Hilly Area, Development of Western Ghats, etc.)
- Irrigation and Flood control
- Energy (includes Energy Development, Hydel Energy development, Non Conventional Energy Development)
- Industry and Minerals (includes Village and small scale industries, Medium and large scale industries)
- Transport (includes Port and light houses, Roads and Bridges, Road Transport, Urban Rail and Metro transport, Air Transport, etc.)
- Science Technology and Environment (includes Research and development, Ecology and Environment, Remote Sensing Applications, etc.)
- General Economic Services (includes Survey and statistics, Development of Pilgrim centers, Local Development Programme, Tourism Development, etc.)
- Social & Community services (includes General Education, Technical Education, Art & culture, Sports & Youth welfare, Medical Education, Public health, Water supply & Sanitation, Public Housing, Urban Development, Information & Publicity, Welfare of Backward classes, Labour & Labour Welfare, Welfare of weaker sections, Nutrition, Employment & self-employment, Higher Education, Welfare of Minorities, Local Area Development, Vocational Education, Public libraries, Welfare of tribal, Education of Tribal, Education of Backward classes, Welfare of Women & Children, etc.)

### 9.3 Scope of Services

9.3.1 The empaneled agency shall be responsible for conducting qualitative and quantitative surveys and related works including designing of surveys, field plans, field visits, inspections, training, etc. as part of evaluation studies/ surveys conducted regularly by DES.

9.3.2 The surveys for evaluation studies/ type studies/ general survey may vary by size and scale, depending on the sampling methodology and requirements of the Project.

9.3.3 The exact scope of services, sampling methodology, survey types, size of the surveys, survey instruments, project duration, Key Personnel requirement and geographical coverage (in terms of regions, districts, villages/wards, blocks, etc.) shall be communicated to the shortlisted empanelled agencies, as part of the Terms of Reference of the specific Project.

9.3.4 The evaluation studies/ type studies/ surveys typically involve a combination of different forms of surveys, including but not limited to the following (refer to TOR Clause 4.1 for further details):

- Household Surveys
- Establishment Surveys
- Facility Surveys
- Key Informant Interviews
- Focus Group Discussions

9.3.5 The empaneled agency shall be responsible for conducting such qualitative and quantitative surveys for evaluation/ type studies/ surveys across the state/ region in selected Districts, as defined in the RFP document.

9.3.6 The Survey Agency shall be responsible for data collection, data processing, data scrutiny, data validation, data analysis, etc. of all collected data.

9.3.7 Upon empanelment and subsequent award of a Project, the Survey Agencies expected to:

- Develop the **survey instruments** viz. discussion guides for focus group discussions, interview guides for in-depth interviews and structured questionnaires, schedules for surveys, etc. as

applicable to the Project in consultation with DES

- Preparation of the **Survey Plan**
- Establish a **managerial structure** for field operations
- Identify suitable field investigators and conduct **training/ capacity building**
- **Pre-test, pilot** and **finalise** the required tools.
- Define size of pilot survey and **conduct pilot**, if required
- Establish appropriate **IT hardware and application software** for data collection and management
- Conduct **survey field work**, collect and compile quality data from areas identified for sampling
- Ensure **high quality data** management and adherence to quality assurance mechanisms as per agreed protocols, plans and schedules
- **Collate data** collected through both quantitative and qualitative tools and conduct data cleaning and validation checks
- **Submit raw data** (unit level data) and other agreed deliverables to DES
- Run **preliminary data analysis** and **cross-tabulations** and submit output and final tables
- Incorporate **concurrent feedback** into the workflow
- Complete any other related tasks as required by the DES

9.3.8 The Survey Agencies shall adhere to scientific procedures of data collected and ensure that the data is complete, valid, relevant and appropriate to the survey objectives and instruments. Data collected should be regularly assessed for accuracy, validity, consistency and appropriateness.

9.3.9 In addition to the above listed activities, the might also seek help from the Survey Agency in the design of survey methodology, sampling plan, questionnaire/ schedule design and detailed primary data analysis, as needed. The exact scope of services of a particular Project shall be shared at the time of Request for Proposal for the respective Project.

#### 9.4 Primary Data Collection Methodology

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

##### 9.4.1 Types of Surveys/ studies

###### 9.4.1.1 Household Surveys

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

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

#### 9.4.1.2 Establishment Surveys

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

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

#### 9.4.1.3 Facility Surveys

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

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

#### 9.4.1.4 Structured Surveys/ Key Informant Interviews/Interviews

This tool is a personal interview that is carried out with one respondent at a time. This is purely a conversational method and invites opportunities to get details in depth from the respondent. This method provides a great opportunity to gather qualitative insights and identify gaps in delivery of services.

Herein, the Survey Agencies shall be expected to conduct structured surveys or key informant interviews with key officials from the Departments, state-level implementing bodies and district/ block/ village level administration. Other key stakeholders supporting implementation or indirectly involved in enabling the scheme's success, as well as opinion-makers or other individuals at the village level could also be interviewed.

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

#### 9.4.1.5 Type Studies

It is a study conducted for specific purpose. This study may be conducted through survey or interview method or through experiment. While conducting such type study, proper scientific method should be adopted.

#### 9.4.1.6 Focus Group Discussions

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

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

#### 9.4.2 Sample Design

- 9.4.2.1 The sample design for the evaluation survey/ type studies/ general surveys shall be drafted in such a way that the selected sample is representative, and spread over geographic sub-areas and population sub-groups properly. The size of the sample shall take into account competing needs so that costs and representativeness are optimally balanced. Given across the state nature of implementation of some schemes, the sampling methodology could involve multi-stage, stratified and clustered features. The sample size shall be determined using statistical techniques with reasonable assumptions relevant to the Project.
- 9.4.2.2 The different sampling methodologies include random sampling, purposive sampling, systematic sampling, stratified sampling, clustered sampling, multi- stage sampling among others may be adopted for data collection.
- 9.4.2.3 The Districts may be selected randomly/ purposely out of regional classifications depending upon the nature of the evaluation survey/ type studies/ general surveys. The total number of samples to be allocated to the Districts may also be in proportion to population as per Census 2011 or other auxiliary information like District's contribution to defined parameters like education, health, etc. depending upon the nature of the project. Similarly, allocation of sample size between rural and urban sector may be done either on the basis of their population size or predefined parameters/ auxiliary information.
- 9.4.2.4 In case of stratified sampling methodology, all the taluka within each selected District could be classified into 2 to 3 strata, depending upon the nature of the evaluation survey/ type studies/ general surveys, based on sectoral performance and talukas will be selected from each stratum. Within each district of a District, generally speaking, two basic strata may be formed: i) rural stratum comprising of all rural areas of the district and (ii) urban stratum comprising of all the urban areas of the district. Furthermore, depending upon the nature of the evaluation survey/ type studies/ general surveys, villages/ blocks/ wards may be selected in each district using stratified sampling. Selection of a district, taluka or

village in each stratum shall be based on either systematic random or probability proportional to size (PPS) sample selection technique. The number of households and facilities per village/ block/ ward shall depend on the scope and scale of the Project. Also, it shall be ensured that aspirational districts, Left Wing Extremist (LWE) affected districts and island areas are not inadvertently left out, if relevant.

9.4.2.5 The Survey Agency, in discussion with the DES / Government agency, could make use of clusters of households or establishments in order to keep costs to a manageable level but at the same time it must avoid being overly clustered.

9.4.2.6 Please note that the above methodology is indicative and the actual survey design, sampling plan and size would vary depending on the scale and scope of evaluation survey/ type studies/ general surveys.

#### 9.4.3 System & Tools

9.4.3.1 Household, Facility or Establishment Surveys, conducted by personal interview method, shall be carried out using CAPI/ PAPI system.

9.4.3.2 The agency will make the requisite number of hand-held devices and other tools available to facilitate digital data collection by survey teams. The DES/Government agency will bear no responsibility for the payment, storage and field level deployment and use of hand-held devices.

9.4.3.3 The Survey Agency shall be expected to maintain adequate backup of collected data to avoid data loss/ damage.

9.4.3.4 The Survey Agency shall provide to the DES/ Government agency, copies of the datasets and data entry error reports/logs that show the frequency of discrepancies noted and actions taken to rectify.

#### 9.4.4 Regional Translation

The Survey Agency must develop survey questionnaire/schedules in Marathi for CAPI/ PAPI system for the use of data collection by investigators/ field staff.

#### 9.4.5 GPS Capture

The Survey Agency should capture GPS data of the households and establishments compulsorily for quality checks.

#### 9.4.6 Training

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

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

#### 9.4.7 Regional Knowledge

Moreover, knowledge (speaking, reading, and writing) of Marathi language etc. is essential for

managerial and field staff.

#### 9.5 Mechanisms to ensure Data Quality

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

- 9.5.1 The field investigators to be engaged for conducting the household survey & key informant interviews/FGDs should meet the minimum education qualifications.
- 9.5.2 Standard operating procedures (SOP) shall need to be put in place to ensure requisite protocols are followed by the enumerator in scheduling beneficiary interviews / KIIs / FGDs.
- 9.5.3 It is recommended that pilots should be conducted to fine tune the inquiry tools. A brief on the learnings from such a pilot exercise and subsequent improvements in the tools/ questionnaires should also be shared with the government agency.
- 9.5.4 Data collected should be completely validated against a validation checklist, prepared in discussion with the government agency. Missing data points should be recollected. Automated conditional checks can be enabled wherein dubious records collected from the field are flagged for review by supervisor and other core team members. In case of household survey, at least 5 per cent data should also be telephonically verified and if not verified via phone, back checks should be undertaken to ensure at least 5 per cent data verification.
- 9.5.5 Use of mobile-based, near real-time and geo-tagged data collection and validation tools should be done to ensure efficiency and accuracy in data collection. Access to tools and data should be provided to the government agency.
- 9.5.6 The Survey Agencies shall be expected to conduct thorough/exhaustive quality checks (i.e., correctness, consistency, data entry/ coding, etc.) and ensure data quality.
- 9.5.7 The field-work should be conducted under proper supervision of the Survey Agencies ensuring desired quality within stipulated time as per the guidelines provided by the DES/ Government agency.
- 9.5.8 The government agency reserves the right to cross-check the quality and accuracy of data through audio, telephonic and field verification. For field verification, the Survey Agency should ensure that the concerned investigator accompanies the government agency officials for identification of the respondent/location, when requested.

#### 9.6 Listing of stakeholders to be consulted

Listing of stakeholders to be consulted will be mentioned in RFP of particular evaluation survey/ type studies/ general surveys.

#### 9.7 Deliverables & Timelines

9.7.1 The detailed list of deliverables and exact timelines with regards to a particular Project shall be shared with the shortlisted Survey Agencies as part of the scope of the Project.

9.7.2 An indicative list of deliverables has been provided below–

**9.7.2.1 Inception report** with final scope, methodology, approach, survey design, sampling plan and

pilot-tested survey instruments

**9.7.2.2 Draft Project Report** with overall findings of the survey, circulated for stakeholder consultations

**9.7.2.3 Final Project Report** after incorporation of inputs from all the concerned stakeholders

9.7.3 All the reports are required to be submitted in hard copy in triplicate and in soft copy. In addition to the reports, for further analysis in future, verifiable raw data in soft copy should also be shared with DES/ Government agency. This will include detailed transcriptions of key informant interviews and focus group discussions as well as raw data from household surveys in MS Excel/ CSV format.

## 9.8 Payment Terms and Schedule

Payment terms will be given in RFP clause 8.11. However general payment terms are as follows.

Sr. No.	Description of Deliverables	Payment
1)	On approval of the proposal	25 Per cent
2)	After preparation of work plan and schedules	25 Per cent
3)	After submitting the draft report and discussion held on it	25 Per cent
4)	On submission of final report	25 Per cent
	Total	100 Per cent

## 9.9 Structure of the Reports

9.9.1 The Structure of the Reports shall be shared with the Survey Agencies, at the time of Request for Proposal for the project. The report shall include *inter alia* Executive Summary, Introduction, Background to the Project including Scope and Objectives of the Survey, Approach and Methodology, Survey Data Analysis, Survey Findings, Recommendations, Conclusions and Report Limitations. The References and other supporting documents should be provided in the Appendices.

9.9.2 All reports must be coherent, polished, professionally edited, well laid out and clearly organized narratives with appropriate and relevant supporting graphics (wherever necessary), comprehensive endnotes and annexures.

9.9.3 Mere cutting, copy-pasting charts and other information from a presentation into a word document does not constitute a report, and will be rejected.

9.9.4 The report must be submitted in both Marathi and English language (in hard (2 copies) and soft copies). (google translation is not allowed)

## 9.10 Support from Government Agency (for which evaluation studies/ type studies/ surveys)

9.10.1 The government agency shall make available the following materials required for the conduct of the survey, before the launch of each round of the survey:–

- Survey scope, coverage
- A letter by government agency authorising the Survey Agency to collect requisite information (data) from the households/ establishments/ facilities/ individuals
- Any other material as and when decided and mutually agreed by both the government agency and the Survey Agency.

9.10.2 Any additional material or information required for better contextual understanding of the

Project shall be provided at the time of Request for Proposal for the Project.

#### 9.11 Reporting

- 9.11.1 Upon empanelment and subsequent award of a Project, the Selected Survey Agencies will work closely with the government agency. The government agency will be responsible for the overall coordination and project development.
- 9.11.2 The Survey Agency will have to make a presentation before government agency as well as committee formed under chairmanship of Hon. Additional Chief Secretary/ Principal Secretary (Planning).
- 9.11.3 Regular communication with the government agency is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, and occasional meetings.
- 9.11.4 The Deliverables will be submitted as per schedule provided in the scope of the Project.

#### 9.12 Meetings

- 9.12.1 Upon empanelment and subsequent award of a Project, the DES/Government agency may review with the Survey Agency, any or all of the documents and advice forming part of the Assignment, in meetings and conferences which will be held at the DES/respective Government office.

#### 9.13 Miscellaneous

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

10. Formats to be used for the Proposal Submission

10.1 Annexure I: Technical Proposal for Empanelment

Form-1: Letter of Proposal for Empanelment

(On Applicant's letter head)

(Date and Reference) To,

.....

.....

.....

Subject: 'RFP for Empanelment of Agencies for conducting Evaluation studies/ type Studies/ surveys and providing expert services in statistical & economic activities'

Dear Sir,

With reference to your RFP Document dated ....., I/ we, having examined all relevant documents and understood their contents, hereby submit our Proposal for Empanelment as Agency for conducting Evaluation studies/ type studies/ surveys and providing expert services in statistical & economic activities for DES. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Annexures is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of empanelment as the Survey Agencies for the aforesaid Services.
4. I/ We shall make available to the DES any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/ We acknowledge the right of the DES to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach in our part.
7. I/ We declare that:
  - a. I/ We have examined and have no reservations to the RFP Documents, including any Addendum issued by the DES;
  - b. I/ We do not have any Conflict of Interest in accordance with Clause 3.7 of the RFP Document;
  - c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 8.12 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the DES or any other public sector enterprise or any government, Central or State; and
  - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 8.12 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
  - d. I/ We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Survey Agency, without incurring any liability to the Applicants.
8. I/ We declare that we/any member of the consortium, are/is not a Member of a/ any other Consortium applying for Selection as a Survey Agency.

9. I/ We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
11. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the DES [and/ or the Government of India] in connection with the empanelment of Survey Agency or in connection with the Selection Process itself in respect of the above-mentioned Services.
12. I/ We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the empanelment is not awarded to me/us or our proposal is not opened or rejected.
13. I/ We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
14. In the event of my/our Agency/ consortium being empaneled as the Survey Agency, I/we agree to enter into an agreement in accordance with the form at Annexure–II of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
15. I/ We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the DES or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Empanelment.
16. This Technical Proposal shall constitute the Application for Empanelment which shall be binding on us.
17. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, Name and Designation of the authorised signatory)

(Name and seal of the Applicant/Lead Member)

10.2 Annexure II: Pre-Qualification cum Technical Cover Letter for Group A bidders

Date: DD/MM/YYYY

To,

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

**Sub** : Selection of agency for 'Empanelment of agencies for Conducting Evaluation Studies/ type studies, Surveys and providing expert services in statistical & economic activities'

**Ref** : RFPNo: <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/ type studies, Surveys and providing expert services in statistical & economic activities' under the category- <insert A1 or A2>

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 Authorised Signatory (with official seal)

Name :  
Designation :  
Address :  
Telephone & Fax :  
E-mail address :  
Date :

## 10.3 Annexure III: Format to share Organisation's (Group A &amp; B) Particulars

Sr. No	Description	Details (to be filled by the responder to the RFP)
<b>Organisation/Institution/ NGO Details</b>		
1	Name	
2	Official address and contact details	
3	Phone No.	
4	Fax No.	
5	Web Site Address	
6	Email address	
7	PAN	
8	TAN	
9	GST	
10	Registration number (if any)	
<b>Authorized signatory Details</b>		
1	Name	
2	Designation	
3	Phone No.	
4	Fax No.	
5	Mobile No.	
6	Email address	
<b>Secondary contact Details</b>		
1	Name	
2	Designation	
3	Phone No.	
4	Fax No.	
5	Mobile No.	
6	Email address	

## 10.4 Annexure IV: Format to share Organisation's (Group A &amp; B) experience

<u>Experience</u>							
List of projects undertaken in the business of conducting evaluation studies, sample surveys during the period 2017-18 to 2021-22 (financial years)	Sr. 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...						

## 10.5 Annexure V: Format to share Organisation's (Group A &amp; B) proposed area of interest for empanelment

<u>Area of Interest for conducting evaluation studies, sample surveys post empanelment</u>							
Sector	Social (excluding health & education)	Health	Education	Agriculture & allied activities	Natural Resources Management & Environment	Infrastructure	Financial
Focus area within the Sector	#						
	1						
	2						
	3						

10.6 Annexure VI: Format to share Organisation's (Group A & B) proposed statistical & economic activities for providing expert services post empanelment

<b><u>List of Statistical &amp; Economic activities for providing expert services</u></b>	
<b>Sr.No.</b>	<b>Activities</b>
1	
2	
3	

10.7 Annexure VII: Format to share Organisation's (Group A & B) proposed geographical coverage & area post empanelment

<b><u>Proposed Geographical coverage</u></b>			
<b>Sr. No.</b>	<b>State wide</b>	<b>Division(s)</b>	<b>District(s)*</b>
1			
2			
3...			

\*Note:

The State has six divisions viz. Konkan, Pune, Nashik, Aurangabad, Amravati & Nagpur. Bidder should specifically mention the name of the division from these 6 divisions only.

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/>)

10.8 Annexure VIII: Declaration format for not being black-listed for Group A bidders

(To be submitted on the Letterhead of the responding agency)

**Declaration**

I/ We, the undersigned, herewith on this date mentioned below declare that my/our company (<-- name of the firm -->) has not been debarred/ black-listed by Central/ State Government Departments or any other office working under to in India.

Signature of Authorised Signatory (with official seal)

Name :  
Designation :  
Address :  
Telephone & Fax :  
Mobile No :  
E-mail address :  
Date :

10.9 Annexure IX: Self-declaration letter regarding Government funding on regular basis for Group B bidders (Only for Government aided/ funded entities such as Universities and Colleges)

(To be submitted on the Letterhead of the responding organization)

Date: DD/MM/YYYY

To,

The Director,  
Directorate of Economics & Statistics,  
Government of Maharashtra,  
8<sup>th</sup> 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 five financial years are as below:

Sr. No.	Financial Year	Total Funds received (₹ in lakhs)
1	2017-18	<Insert>
2	2018-19	<Insert>
3	2019-20	<Insert>
4	2020-21	<Insert>
5	2021-22	<Insert>

Thanking you,  
Yours faithfully,

\_\_\_\_\_  
Signature of Authorised Signatory (with official seal)

Date :  
Name :  
Designation :  
Address :  
Telephone & Fax :  
E-mail address :

10.9 A Annexure VIII: Declaration format for not being black-listed for Group B bidders

(To be submitted on the Letterhead of the responding agency for Group B bidders)

**Declaration**

I/ We, the undersigned, herewith on this date mentioned below declare that my/our Organisation / NGO (<-- name of the Organisation/NGO -->) has not been debarred/ black-listed by Central/ State Government Departments or any other office working under to in India.

Signature of Authorised Signatory (with official seal)

Name :  
Designation :  
Address :  
Telephone & Fax :  
Mobile No :  
E-mail address :  
Date :

10.10 Annexure X: Authorisation letter for attending pre-bid meeting/ bid opening for bidders

(To be provided on the letter head of Bidder)

No.....

Date.....

To,

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

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

Dear Sir,

We hereby authorise Dr./ Mr./ Ms. ....as our authorised representative, to represent us on the following occasion:-

Pre-bid Meeting/ Bid Opening (strike out which is not required) to be held  
on.....at.....a.m./p.m.

Kindly permit him/her to attend the same.

Yours faithfully,

Signature:

Name of signatory:

Designation:

Rubber Stamp

10.11 Annexure XI: Format for Certification by Category-A1 of Group A 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,  
8<sup>th</sup> 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: \_\_/\_\_/\_\_\_\_)

Dear Sir,

We hereby certify that our organisation:

Has eight or more expert manpower (<<specify number>>) on payroll comprising: Project Manager/Chief Co-ordinator (Post Graduate in any branch/ MBA), Qualified Statistician (Post Graduate in Statistics), Qualified Demographer (Post Graduate in Population Science), Qualified Economist (Post Graduate in Economics), Civil Engineer (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.

Has one or more expert(s) who is well conversant (Speak, Read, Write) with Marathi language.

Possesses web based software development environment and manpower

Has capability in practicing advanced analytical software tools such as SAS, SPSS, etc.

Yours faithfully,

Signature:

Name of signatory:

Designation:

Rubber/Office Stamp:

10.12 Annexure XII: Format for Certification by Category-A2 of Group A 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,  
8<sup>th</sup> 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: \_\_/\_\_/\_\_\_\_)

Dear Sir,

We hereby certify that our organisation:

Has five or more expert manpower (<<specify number>>) on payroll comprising: Project Manager/ Chief Co-ordinator (Post Graduate in any branch/ MBA), Qualified Statisticians (Post Graduate in Statistics), Qualified Economists (Post Graduate in Economics), Civil Engineers (Graduate in Civil Engineering), and 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.

Has one or more expert(s) who is well conversant (Speak, Read, Write) with Marathi language.

Yours faithfully,

Signature:

Name of signatory:

Designation:

Rubber Stamp:

10.13 Annexure XIII: Format for Certification by Group B 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,  
8<sup>th</sup> 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: \_\_/\_\_/\_\_\_\_)

Dear Sir,

We hereby certify that our organisation:

Has more than three 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)

Has one or more expert(s) who is well conversant (Speak, Read, Write) with Marathi language.

Yours faithfully,

Signature:

Name of signatory:

Designation:

Rubber Stamp:

## 10.14 Annexure XIV: Format for CV of experts for Group A &amp; B bidders

1	Name of the Staff				
2	Age as on 1 April, 2017				
3	Current Designation in the Organisation, Address				
4	Proposed Role in the Project				
5	Highest Education				
6	Summary of Key Training and Certifications				
7	Language Proficiency	Language	Reading	Writing	Speaking
8	Total No. of years of work experience				
9	Total No. of years of relevant experience				
10	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: Authorisation/ No Objection Certificate letter by Govt. funded organisation for participation in empanelment for Group B organisations

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

No.....

Date.....

To,

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

**Sub:** Authorisation letter for participation in empanelment

**Ref: DES letter no:** ..... **Dated:** \_\_/\_\_/\_\_

Dear Sir,

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 Group B.

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

Yours sincerely,

Signature:  
Name of signatory:  
Designation:  
Rubber Stamp

Enclosed (as per prescribed format):  
Institute's / organization's particulars  
Experience  
Areas of interest

10.16 Annexure XVI: Core Statistical Activities identified by GoI for strengthening statistical system (for information purpose only to Group A & B 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 Office
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 A &amp; B bidders/ organizations)

<b>Sr. No.</b>	<b>Outcome/ Statistical Products</b>
1.	Preparation of Input Output Transaction Table for the State (new activity)
2.	Compilation of data on Major Fiscal variables
3.	Improvement in Estimation of capital formation and savings by analysing accounts of Public Sector corporate/enterprises
4.	Compilation of Index on Industrial Production (new activity)
5.	Pooling of central and state samples of NSS rounds
6.	Participation in conduct of ASI
7.	Additional samples canvassed for getting district level estimates for National Sample Survey rounds
8.	Improvement in GSDP/NSDP by analysing accounts of Public Sector/ Corporate Enterprises
9.	Improvement in GSDP/ NSDP by conducting study for Cement, Iron and steel, Timber, Bricks and Tiles, value of other material used in construction
10.	Improvement in GSDP/ NSDP by conducting study for Transport & Trade Margin for: <ul style="list-style-type: none"> <li>a) Agricultural Production</li> <li>b) Timber &amp; Round wood</li> <li>c) Mining Production</li> </ul>
11.	Improvement in GSDP/ NSDP by conducting study for construction, repairs & maintenance of RRB & URB
12.	Compilation of Wholesale Price Index of the State (new activity)
13.	Estimation of crop area and production
14.	Collection and Compilation of statistics for local area planning (new activity)
15.	Improvement in GSDP/ NSDP by analysing accounts of Private Sector corporate/ enterprises (on sample basis for major industry group wise)
16.	Improvement in Estimation of capital formation and savings by analysing accounts of Private Sector corporate /enterprises (on sample basis for major industry group wise) (Approx. 1300 No.)
17.	Improvement in District Domestic Product by conducting type studies to work out rates and ratios mainly from Agriculture and allied activities sector: <ul style="list-style-type: none"> <li>i. Fodder</li> <li>ii. Grass</li> <li>iii. Floriculture &amp; Horticulture</li> <li>iv. Kitchen Garden</li> <li>v. Gur</li> </ul>
18.	Collection/ integration of official statistics pertaining to health, education, labour, housing, electricity, industry, home, transport, animal husbandry, water resources, PWD
19.	Enriching State Data bank
20.	Participation in surveys conducted by NSO

10.18 Annexure-XVIII: Draft MoU with Group B empaneled agencies

## MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

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

AND

*<Name of the Empaneled Organization>*

This MoU is entered into on the..... day of ....., by and between Directorate of Economics & Statistics, Planning Department, Government of Maharashtra (hereinafter called FIRST PARTY) situated at 4<sup>th</sup> 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:

Reduction in the time taken to complete the tendering process by individual Government Agencies

Enable Government to conduct more evaluation studies and sample surveys at large scales covering various development sectors

Facilitate Government Agencies to take corrective steps towards effective implementation of development schemes

To facilitate services of the expertise in statistical and economic activities of GoM by the private participation

To avail services of experts in statistical and economic activities of GoM

Improvement in sectoral coverage of evaluation studies and sample surveys

### 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**

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.

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:

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;

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.

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.

**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  
Directorate of Economics & Statistics,  
Planning Department,  
Government of Maharashtra  
Mumbai

on behalf of  
<XYZ complete address>

10.19 Annexure-XIX: Draft Contract Agreement with Group A empanelled agencies

## Draft Contract Agreement

-----  
On ₹ 100/- Non Judicial Stamp Paper  
-----

This Contract Agreement, hereinafter referred to as **CA** is made this \_\_\_ day of \_\_\_\_, 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 survey and has experts in statistical & economic fields.

And whereas M/s. ----- has submitted its proposal to get empaneled 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 empaneled vendors;
- c) **Empaneled agencies/ vendors** means all the agencies which have been empaneled 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 empaneled agencies and the performance of the empaneled agencies;
- i) **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;
- j) **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;
- k) **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 empaneled 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 empaneled 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:

- 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 Empaneled 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 Empaneled 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 Empaneled 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 Empaneled 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 Empaneled 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,  
8<sup>th</sup> 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).

**f) 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.

**g) 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.

**b) 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 or 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)

10.20 Annexure-XX: Draft Empanelment Bank Guarantee for Group I empanelled agencies

**Draft Empanelment Bank Guarantee**

Ref. No  
Date-  
Bank Guarantee No.

To,  
The Accounts Officer,  
Directorate of Economics & Statistics,  
8th Floor, administrative Building,  
Government colony, Bandra (East),  
Mumbai-400 051

Against Letter of intent -----, dated ----- relating to Tender No. RFP Ref. No.– OPA/1116/EVL/XXX, dated ----- for “Empanelment for conducting Evaluation Studies, sample surveys and providing expert services in statistical and economical activities to the Government of Maharashtra” (hereinafter called the ‘LoI’) and the contract to be entered into between the Directorate of Economics & Statistics, govt. of Maharashtra (hereinafter called the ‘DES’) and .....(hereinafter called the ‘Bidder’) , this is to certify that the request of the Bidder we (.....Bank Name...), are holding in trust in favor of ....., the amount of Rs.----- /-(Rs. -----) to indemnify the .....against any loss or damage that may be caused to or suffered by the Bidder ..... by reason of any breach by the Bidder of any of the terms and conditions of the contract that will be entered subsequently (within 15 days) and/or in the performance thereof.

We agree that the decision of DES whether any breach of any of the terms and conditions of the contract and / or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by DES shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to DES.

We (.....Bank Name...), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the contract by the Bidder i.e. till 5 years (hereinafter called the ‘said date’) and that if any claim accrues or arises against us (.....Bank Name...), notwithstanding the fact that the notice of any such claim is given to us (.....Bank Name...), by DES either before or the said date or within the enforcement period of six months thereafter. Payment under this letter of guarantee shall be made promptly, within one month of our receipt of notice to that effect from DES.

It is fully understood that this guarantee is effective from the date of the said LoI and that we (.....Bank Name...), undertake not to revoke this guarantee during its currency without the consent in writing of DES.

We undertake to pay to DES any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present

guarantee being absolute and unequivocal. The payment so made by us under this present guarantee shall be valid discharge of our liability for payment there under.

We (.....Bank Name...), further agree that DES shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by DES against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said contract and we (.....Bank Name...), shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by DES to the said Bidder or for any forbearance and or omission on the part of DES or any matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Our liability under this Bank Guarantee shall not exceed and is restricted to Rs.-----/- (Rs. ----- ).

Signature of authorized Signatory (with official seal)

Date-

Place-

Name-

Designation-

Address-

Telephone & Fax –

E-mail address-

Signature of Witness 1

(Name)

Signature of Witness 2

(Name)

(Bank's common seal)