

**REQUEST FOR PROPOSAL (RFP) FOR
SELECTION OF AN AGENCY FOR UNDERTAKING THIRD PARTY PHYSICAL
EVALUATION OF MEMBERS OF PARLIAMENT LOCAL AREA DEVELOPMENT
SCHEME (MPLADS) WORKS -reg.**

28.10.2020

**MINISTRY OF STATISTICS & PROGRAMME IMPLEMENTATION
EAST BLOCK-6, LEVEL-6, RK PURAM, NEW DELHI-110066**

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File No.C-47/2013-MPLADS
Government of India
Ministry of Statistics & Programme Implementation

East Block-6, Level-6
R K Puram, New Delhi-110066
Dated :- 28.10.2020

NOTICE INVITING TENDER

Sub:- Third Party Physical Monitoring of Members of Parliament Local Area Development Schemes (MPLADS) works- reg.

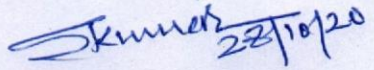
The Ministry of Statistics and Programme Implementation (MoSPI) is implementing Members of Parliament Local Area Development Scheme (MPLADS) throughout the country. The MoSPI intends to award the work of the Third Party Physical Evaluation of MPLADS works in the North-East, East Zone, North Zone, Central Zone, West Zone and South Zone through online tender under two bid system in respect of 216 selected Nodal Districts during 2019-20. The work of physical monitoring would be awarded en-bloc for the 216 selected Nodal Districts in respect of the works completed between 1.4.2014 to 31.03.2019 (both dates included). Zone wise distribution of selected Nodal District is attached at **Annexure-I**. The work has to be completed within 90 days of award of the Contract in all selected districts.

2. The Ministry of Statistics & Programme Implementation intends to call bids from national/ international firms/ organizations/ institutions, which have requisite experience in this field as detailed in the RFP. The salient features of the study, eligibility criteria and instructions on how to bid and other details are available in the RFP document uploaded on the website <http://eprocure.gov.in>. The complete bid documents are also available on the website of the Ministry i.e. <http://mospi.gov.in/tenders>.

3. Important information & tentative date are given in Section 1 of the RFP. Other details are provided in the Terms of Reference (TOR). The RFP includes the following sections:-

- Section 1- Letter of Invitation.
- Section 2- Request for Proposal (RFP)
- Section 3 Terms of Reference (TOR)
- Section 4 Others terms and conditions.

4. The RFP is being issued with no financial commitment and MoSPI reserves the right to change or vary any part thereof at any stage. MoSPI also reserves the right to withdraw the RFP, should it be so necessary at any stage.


(Sudhir Kumar)
Deputy Director (MPLADS)
E-mail: mplads@nic.in

Dated: 28.10.2020

Request for Proposal (RFP)

Subject: Request for proposals for undertaking Third Party Physical Evaluation of Members of Parliament Local Area Development Scheme (MPLADS) works during FY 2014-19 –reg.

The Ministry of Statistics and Programme Implementation (MoSPI) is implementing Members of Parliament Local Area Development Scheme (MPLADS) throughout the country. The MoSPI intends to award the work of the Third Party Physical Evaluation of MPLADS works in the North-East, East Zone, North Zone, Central Zone, West Zone and South Zone through online tender under two bid system in respect of 216 selected Nodal Districts during 2020-2021. The work of physical monitoring would be awarded en-bloc for the 216 selected Nodal Districts in respect of the works completed between 1.4.2014 to 31.03.2019 (both dates included). Zone wise distribution of selected Nodal District is attached at **Annexure-I**. The work has to be completed within 90 days of award of the Contract in all selected districts.

1. Overview of the MPLAD Scheme

1.1 On 23rd December 1993, Members of Parliament Local Area Development Scheme (MPLADS) was launched. It is a Central Sector Scheme fully funded by the Government of India. The basic objective of the scheme is to enable MPs to recommend works of developmental nature with emphasis on the creation of durable community assets based on the locally felt needs to be taken up in their constituencies/eligible areas.

1.2 Right from inception of the Scheme, durable assets of national priorities viz. drinking water, primary education, public health, sanitation and roads, etc. are being created. Since 2011-12, Rs. 5 crores per Member of Parliament is allotted per annum in two installments of Rs. 2.5 crores each.

1.3 The scheme is governed by a set of guidelines, which are revised from time to time. The present Guidelines along with subsequent revision circulars is available in public domain at www.mplads.gov.in. The institute / agency is requested to go through the guidelines meticulously.

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1.4 The Members of Parliament have only a recommendatory role. A Member of Parliament is required to choose a Nodal district in his eligible area/constituency.

1.5 The Nodal District concerned is responsible for implementing the eligible works recommended by the Member of Parliament and maintaining the details of individual works executed and amount spent under the Scheme. The District Authority is required to maintain a shelf of projects which is only illustrative and not exhaustive. The District Authority is expected to follow the established work scrutiny, technical, work estimation, tendering and administrative procedure of the State/UT Government concerned in the matter of work execution and is responsible for timely and effective implementation of such works. They have to get the eligible sanctioned works executed as per the established procedure of the State Government (in the matter of technical sanction, tender/non-tender, schedule of rates, etc.). The powers to grant administrative sanction/ approval remains with District Authority.

1.6 A Department in each State/UT is designated as the Nodal Department with the overall responsibility of supervision, evaluation and coordination of implementation of the Scheme with the districts and other line departments.

1.7 Ministry of Statistics & PI, as the Nodal Ministry, is responsible for policy formulation, release of funds and evaluation the implementation of the Scheme. The Ministry releases the entitled funds to the MPs and monitor the overall position of funds released, cost of works sanctioned, funds spent. The Ministry also monitors the receipt of Completion Reports, Utilization Certificates and Audit Certificate from the District Authorities. It also receives the cumulative information on the works recommended, sanctioned, expenditure incurred etc. through the Monthly Progress Reports (MPRs).

1.8 Convergence with other Schemes: The MPLADS Guidelines have been made consistent with some flagship programmes of Government of India such as Digital India, Atal Jyoti Yojana, Skill India, Swachh Bharat Abhiyan. In the wake of Accessible India Campaign (Sugmya Bharat Abhiyan), it has also been decided that the assets created under MPLADS may be made friendly to persons with disabilities.

1.9 The scheme is under non-operation for 2020-21 and 2021-22 and funds for these two years have been placed at the disposal of Ministry of Finance for managing adverse impacts of COVID 19.

2. OBJECTIVE/PURPOSE OF THIRD PARTY PHYSICAL EVALUATION OF MPLADS:

2.1 The objective of Third-Party Evaluation of MPLADS works is to, inter alia, evaluate the works / projects executed/ assets created under this Scheme from the point of view of equitable access to the general public utilization, proper and efficient utilization of MPLADS fund, timely completion of works / projects, maintenance of assets created by the user agencies and checking for due adherence to MPLADS Guidelines.

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2.2 To find the gaps in implementation of the scheme remove bottlenecks / leakages, better monitoring, improving outputs and revise the guidelines wherever required for efficient implementation of scheme;

2.3 To evaluate outcomes achieved so far on account of convergence of the MPLADS with other Schemes like Swacch Bharat Abiyan, MNEREGA, Khelo India, Atal Jyoti Yojana etc. and ways to improve the outcomes along with output of the Scheme;

2.4 Help the Ministry ascertain and assess various aspects including outputs, outcomes, Sectoral impact, impact of the enhancement in Scheme outlay from Rupees 2 Crore to 5 Crore in 2011-12;

2.5 Assess how effectively the MPLADS Portal is able to monitor the Scheme (in terms of technology adopted, scope and usage etc.); and

2.6 Help the Ministry in taking policy decisions including taking the scheme forward.

Further details are expounded in **Scope of Work** at Para 09.

3. Eligibility Criteria: The agencies must fulfill the following pre- qualification conditions:-

- a. The agency (**registered under Companies Act, 1956 or a partnership firm registered under LLP Act, 2008 or Partnership firms registered under the Indian Partnership Act, 1932**) must have done physical evaluation of government schemes (pertaining to Central/State Govts.) for any Ministry/Department under Government of India/State Governments during the last five years. The agency should submit the relevant document to establish their claim in this regard. Failure to do so will result in disqualification of the bid.
- b. The agency must have a GST Registration number and PAN etc.
- c. An undertaking (self-certification from authorized signatory) that the bidder has not been blacklisted by any office of Central/State Government and there has been no litigation pending with any Government department on account of its services.
- d. The bidder would submit an undertaking to the effect that the bidder would follow the Minimum Wages Act, 1948 and any amendments thereto and Guidelines issued regarding the COVID-19 pandemic and other relevant directives of the Government as amended from time to time in respect of the human resource manpower engaged for the purpose to ensure that no liability is created upon the MoSPI in this regard.

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Self attested copies of Articles of Association (for registered firms), bye laws and certificate of registration (for registered co-operative societies), Partnership deed (for partnership firm) should be submitted along with the technical bid.

Document in support of above mentioned eligibility criteria from (a to d) above should be submitted for consideration of the bid.

Any bid failing to fulfill the above stated eligibility criteria shall be summarily rejected.

The bid document should be page numbered. A Content page indicating the above items (a) to (d) should be included at the beginning of the bid document.

4. Technical specifications and qualifications: The Agencies/Organization(s) having yearly **annual turnover of more than Rs. 50 crores** for the immediately preceding 3 financial years (i.e. FY-2017-18, 2018-19 and 2019-20) may submit the bids wherein technical and financial bids shall be submitted indicating total cost for evaluation of Assets in the selected Districts (Including GST and other taxes/cess etc. as applicable). The technical bid should include documentary proof in support of various items for assessment as detailed in **Annexure III**, such as –

- i. Track record and previous experience of physical evaluation of Government schemes (Central/State).
- ii. The existing Organizational Strength/Network & Infrastructure.
- iii. Availability of technical personnel with requisite qualifications and experience (from engineering, accounting, social sector, computer background and the field experience, etc.)

5. Change in Eligibility Criteria

If there is a change in the status of the bidder on any of the above clauses, at any stage, during the bid process until the award of the work, the bidder should immediately bring the same to the notice of MoSPI.

6. Key events and important dates:

Sl. No.	Event	Date and Time	Venue
1	Start date i.e. floating of RFP	29.10.2020	Conference Hall, M/o Statistics & PI, East Block-6, Level-5, R K Puram, New Delhi-110066. Tele Phone 011-26104106 E-mail: mplads@nic.in
2.	Pre bid meeting	05.11.2020 11.30 Hrs.	
3.	Last date of Submission of Bids	24.11.2020 15.00 Hrs.	
4.	Opening of Technical bids	25.11.2020 15.00 Hrs.	
5.	Presentation by the bidders. Presentation may	26.11.2020 11.30 Hrs.	

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	also be made by video-conferencing if so necessitated.		
6.	Opening of financial bid for technical qualified bidders.	To be intimated separately.	

N.B.:-

- i. Changes in the above schedule, if any, will be at the sole discretion of M/o SPI and communicated through CPP Portal.
- ii. In case of any eventuality the date as indicated above happens to be Government Holidays or weekend the date shall be shifted to next working days.

7. Earnest Money deposit (EMD) amount: The bidder shall furnish, as part of its bid, a bid security (EMD) of Rs. 20,00,000/- (Twenty Lakhs Rupees only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee from any of the Commercial Banks in favour of "**Pay & Accounts Officer (PAO) (PI), MoSPI, New Delhi**" valid for 90 days beyond the closing date of submission of bids which should be deposited in Room No. 611, 6th level, East Block-6, R. K. Puram, New Delhi -110066 in physical form before the last date and time of submission of bid.

The Bids received without EMD shall not be considered for technical evaluation. The EMD shall remain deposited with MoSPI till the period of validity of offer. The EMD received from the unsuccessful bidders will be returned without interest after the process of award of contract is over. Bidders are required to submit the details of EMD payment at the time of Bid submission.

8. General instructions and terms & conditions- Agency will follow the instructions and other terms and conditions as mentioned at **Annexure-II**. Some of those instructions are mentioned at Para 16 in this RFP also.

9. Scope of Work:

Number of districts to be covered:

9.1 The Ministry intends to cover 216 districts across the country covering States / UTs / Districts including of North Eastern region as per Annexure -I with special emphasis on areas such as Left-Wing Extremism affected areas, aspirational districts and island areas.

9.2 The Ministry will have final say in the selection of districts.

Number of works / projects to be evaluated in each district:

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9.3 The institute / agency is required to select minimum of 50 projects / works in each district for evaluation undertaken during 1.04.2014 to 31.03.2019 (both dates included), in consultation with district authorities. The institute / agency is required to cover

9.3.1 All works costing above Rs.25 lakh

9.3.2 50 works between Rs.5 -25 lakh in consultation with District Authority. (If such works are less than 50 then works of lower cost may be included).

9.3.3 10% of works should pertain to Societies/Trusts (Non-Government Organization).

9.3.4 10% of rehabilitation works in areas affected by natural calamities.

9.4 The selected sample of the MPLADS works drawn in each administrative district should be judicious blends of various parameters like Cost of works, Year-wise works, MP wise works, works in the area of SCs/STs, Sector wise works (Drinking water, education, electricity, health & family welfare, irrigation, non-conventional source of energy, railways, roads bridges & pathways, sanitation & public health, sports and animal care, etc.), works done outside the constituency.

Brief description of works of agency / institutes:

9.5 The selected agency / institute shall be required carry out following functions

9.5.1 Depute a team of experts and requisite manpower at the Ministry level (New Delhi) to coordinate the evaluation across the districts covered. National team leader should always be in touch with the Ministry.

9.5.2 Depute a team of manpower with sufficient expertise and qualification at each district to be covered for evaluation. One of them is to be identified as district leader in each district. The team leader and members should work in close consultation with district authorities.

9.5.3 Design appropriate schedules / proforma in consultation with the Ministry for collecting the basic data on MPLADS works undertaken during financial years 1.04. 2014 to 31.03.2019 (Both dates inclusive).

9.5.4 Getting details of the sample of works including existence of asset, quality of asset and its utilization, completion of works as per prescribed time-lines, adherence to MPLADS Guidelines, matching of physically verified information with information available in asset register maintained by District Authority, eligibility of assets and placing of plaque as per MPLADS Guidelines etc.

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9.5.5 Select 50 works / projects in consultation with the District Authority based on the criteria mentioned in Para 4 above.

9.5.6 Inspect/visit the work sites, verify the assets with respect to technical specifications and financial approvals, assess basic quality, obtain feedback from the user agency/local community, check for their diversion of usage etc.

9.5.7 The agency / institute shall check and record time taken in sanction / execution of recommended works by the District Authorities, encroachment or diversion of use, non-maintenance of MPLADS assets, delay in financial sanction and completion of MPLADS works /assets, sanction of funds to ineligible trusts / societies, suspension / abandonment of works / projects mid-way, irregularities in maintenance of asset registers, irregular inspection of MPLADS works / assets by the District Authorities, State / UT Nodal Departments and the implementing agencies, financial irregularities by the implementing agencies, non-entry of works on the integrated MPLADS portal.

9.5.8 The agency / institute shall provide comments on performance of the Scheme with regard to alleviating the impact of natural calamities of severe nature, managing covid pandemic, positive interventions made by the Scheme in SC and ST-dominated areas.

9.5.9 Visit the District Nodal Office to assess implementation mechanism/ procedure, time taken in sanction and execution, inspection mechanism, quality check mechanism, review mechanism and record maintenance etc. through discussion and perusal of records etc.

9.5.10 Compile and analyze information to prepare district-wise reports containing violation/shortcomings observed in implementation of the selected sample works. The report should also include implementation procedure, record maintenance, review mechanism etc. for each selected district. The report may also contain practical suggestions for improvement as well as Para-wise review of the MPLADS Guidelines.

9.5.11 Review shall be done at the stage of release of second installment i.e. on completion to 60% Physical evaluation of districts in each zone and a draft interim-report presented to the Ministry.

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9.5.12 A report covering overall findings of evaluation of all the selected districts comprising of background, approach, methodology adopted along with findings etc. should also be prepared and submitted to the Ministry.

9.5.13 Furnish any other requisite data / information / material in prescribed format, if required, by the Ministry on the basis of the information/assessment collected and compiled.

9.5.14 The Agency/Institute shall analyze the legacy data available with MPLADS Division and also cover a thorough study on the entire secondary data available for the evaluation period, Sector wise, State/District wise, MP wise funds allocated and utilized; works recommended, sanctioned and completed etc.

9.5.15 The report shall conform to the requirements under template for evaluation of Central Sector Scheme issued by Ministry of Finance, D/o Expenditure OM F.No.66(59)PFC-II/2018-Pt dated 22.5.2019 (Annexure – IX).

9.5.16 In case of interpretation/clarity, the decision rests with the Ministry.

10. Deliverables:

10.1 The agency / institute is required to give following final deliverables.

10.1.1 Separate report of each district covered under evaluation along with data and other relevant details.

10.1.2 Detailed report of the evaluation as per the objective, Scope of work and as per details at para 9.5.15.

10.1.3 Executive Summary and Recommendations on different aspects / provisions of the MPLAD Scheme

10.1.4 Para wise suggestions on extant MPLADS guidelines – Draft revised MPLADS guidelines 2021.

10.1.5 Mid term report

10.2 The institute is required to provide 50 hardcopies of each of the above deliverables and softcopies both in PDF as well as word format.

11. Time Frame

11.1 The selected agency/ organization will work as per the following timelines:

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Date of award of contract =T		
#	Target	Date
1.	Completion of physical evaluation of works in at least 20% districts.	T+30 days
2.	Completion of physical evaluation of works in 60% of districts. And submission of draft interim-report to Ministry.	T+60 days
3.	Completion of physical evaluation of remaining 20% Districts and submission of final report to M/o SPI.	T+90 days

11.2 In case of any deviation from the time lines as stipulated above the same shall only be allowed for reasons to be intimated by the agency, and subject to approval of Ministry.

11.3 The expected time of start of evaluation is December, 2020 depending upon the COVID situation in the selected districts and expected end date with submission of all the deliverables is 31st March 2021.

12. Payment schedule:

12.1 The payment to the agency / agency will be made in four installments as per following schedule

#	Installments	Payment Schedule
(i)	1 st installment of 20% of the total amount.	On award of the contract as mobilization advance to be released against Bank Guarantee (Interest bearing) to be given by awardee.
(ii)	2 nd installment of 30% of the total amount.	On completion of physical evaluation of 60% districts and submission of draft interim-report
(iii)	3 rd installment of 20% of the total amount.	On completion of physical evaluation of works in remaining districts.
(iv)	4 th installment of 30% of the total amount.	On acceptance of final report

13. Monitoring/Supervision of the Field work

13.1 The Agency/ institute should have a mechanism for conducting check/ supervision on the field teams. Besides, teams of officers of Ministry shall also be deputed to visit the

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districts under physical evaluation. The Agency will have to provide district wise evaluation schedule in advance to the Ministry in the prescribed format (**Annexure-VII**).

13.2 The agency will develop a dashboard to monitor the progress of the evaluation. The dashboard shall be updated on daily basis.

14. Services to be provided by the client (MPLADS)

14.1 The Ministry will advise/write to the State Governments/district authorities for rendering necessary assistance for undertaking the work. The Ministry will also provide any clarification/elucidation on the MPLADS Guidelines and the MPLAD Scheme.

15. Arbitration Clause:

15.1 In the case of any dispute arising upon or in relation to or in connection with the contract between the Ministry and the agency who has been awarded the contract, which has not been settled amicably, either party can refer the dispute for Arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996.

15.2 The venue of the arbitration will be New Delhi. The award made in pursuance thereof shall be binding on both the parties.

16. Other important instructions:

16.1 The work requires that the agency(s) / organization(s) should have prior expertise in physical evaluation and capacity to accomplish the work within specified time frame. In view of the sensitivity of the MPLAD Scheme, it is important that the agency(s) / organization(s) shall maintain absolute confidentiality of the information collected and maintain high level of integrity.

16.2 No outsourcing or sub-contracting of the evaluation work by the successful agency would be permitted unless approved by the Ministry.

16.3. The data generated from the study would be the property of the Ministry. It is for the Ministry to decide on the dissemination of the reports. The agency(s)/ organization(s) will not divulge any information to any agency.

16.4. Neither any capital cost would be incurred under the cost for the study nor any liability created for the Ministry, beyond the original cost sanctioned to the agency(s) / organization(s).

16.5 The Ministry reserves the right to terminate the contract with the agency(s) / organization(s) at any point of time without assigning any reasons. In such an eventuality, the awardee shall have to refund the amount released by the government.

16.6 The Ministry shall own and have a right in perpetuity to use all Intellectual Property Rights, which have arisen out of or in connection with the implementation of this Contract.

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17. Evaluation Procedure of technical and financial Bids :

The following aspects will be considered while evaluating the bids: -

The MoSPI would follow online two bid system wherein all the technical bids received from the Agency/organization(s) would be evaluated in terms of the parameters mentioned in Para 17(a) below. The **Combined Quality-cum-Cost Based System (QCBS)**, as elaborated in the Manual for Engagement of Consultants issued by M/o Finance would be followed by the MoSPI. The technical proposals will carry a weightage of 70% while the financial proposals will carry a weightage of 30% in the combined score. An Evaluation Committee of the MoSPI, constituted for the purpose will evaluate the technical proposals on each of the technical parameters mentioned in Para 04 (constituted in accordance with Rule 189 of GFR 2017). The Consultancy Evaluation Committee (CEC) will assign scores on each of the parameters to each technical bid. The institutions/organizations whose technical score is 70 and above (benchmark score) out of 100 as enumerated in 17(a) will qualify technically.

17(a) Technical Bid Evaluation

The technical evaluation will be done in two steps.

- i. The bids will first be checked for eligibility in terms of turnover, Bid security (Earnest Money Deposit), prescribed certificates (including Annexure V), separate technical and financial bids and all other aspects spelt out in this RFP for eligibility of the bids.
- ii. The eligible bid documents will be evaluated on the basis of content of the documentary proposal submitted by the bidders on the following criteria.

Criteria	Weightage
(I) Number of completed years, since inception. Evaluation shall be based on the information submitted by bidder against sub item no. 2 and 3 of item (A) of Annexure III.	5
(II) Relevant experience/proven track record and previous experience in the field of physical evaluation of the development works under similar Government (Central/State) schemes preferably assets creation Schemes. (Based on information given against item no. (B) of Annexure III). Evaluation shall be done based on the documents submitted by bidder against each sub item(no. 4 & 5 of item (B) of Annexure III)	10
(III) Details of existing organization strength turnover (in Rs. Crore), reach/network of organization and infrastructure, to get a view of infrastructure facilities, reach/network that may be relevant for the physical evaluation (As per information given against item no.(C) of Annexure III) The bidder should give a comprehensive	25

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detail of the above aspects against each sub-item no. 6 of item I of Annexure III).	
(IV) Quality and experience of technical personnel engaged for undertaking the physical evaluation work. (As per information given against point no. 7, 8 & 9 of item (D) of Annexure III)	35
(V) Self-assessment of the capacity and willingness to undertake works in all districts and zones. The proposed model of the bidder for undertaking the work with due justification of resource deployment and action plan for completion of the evaluation within set target date for completion. (Based on comprehensive information given in point 10 of Annexure III and other detailed action plan to be enclosed). A presentation to this effect may be given by the bidders at the time of evaluation of Technical bids as per schedule given at Para 06 above. The presentation may also demonstrate prototype/provide glimpse into the specific Survey Questionnaire that would be deployed by the bidder to elicit and capture response on other finer aspects of the Scheme. The presentation may also demonstrate the broad outline/roadmap about how the agency proposes to proceed in the matter.	25
Total	100

17(b) Financial Bid Evaluations (Annexure-IV refers)

Financial bids of technically qualified bidders shall only be opened by the duly constituted Consultancy Evaluation Committee (CEC) for the purpose and the following criteria will be followed for arriving at overall H1 bidder by the CECC.

Overall Evaluation for the technical scores obtained by qualified bidders will be given 70% weightage for the final evaluation.

The financial bid will be given 30% weightage for final evaluation. For the same, the lowest quoted price (say FL) out of qualified bidders will be taken as the base price (i.e. equated to 30 marks). The higher quoted price (say FH) will be allotted marks in the inverse ratio as per the following formula: -

$$\frac{FL*30}{FH}$$

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Over all H1 bidder shall be arrived at after giving 70% Weightage to technical score obtained by the bidders and 30% weightage to financial score obtained by each of the bidders who have qualified technically as follows-

Name of bidder	Technical Score	Financial Quote	Financial ranking	Financial Score(FL*30/FH)	Final Score (Col.2*0.7 +Col.5)
(1)	(2)	(3)	(4)	(5)	(6)

18. Performance Security, Penalty and liquidated damages

- a. **Performance Security:-** The successful bidder will be awarded the contract for third party evaluation only after deposit performance security for a value of 10% of the bid amount in the form of **Bank Guarantee** in favour of Pay & Accounts Office, Ministry (MoSPI), Sardar Patel Bhawan, New Delhi from any of the scheduled banks in Delhi/New Delhi in acceptable form. (under Rule 171 of GFR 2017)
- b. **Penalty Clause:** - In case, during the validity period, the offer is withdrawn by the bidder or the bidder fails to deposit performance security, earnest money so deposited shall be forfeited.
- c. **Liquidated damages:** - In case of any delay wholly attributable to the institution(s)/ consultant (s) liquidated damages. @ 0.5% per week subject to the maximum of 2% or part thereof without prejudice to other remedies available to MoSPI under contractual agreement shall be levied.

19. Pre-Bid Meeting & Clarifications

- a. MoSPI shall hold a pre-bid meeting with the prospective bidders on 05.11.2020 at 11:30 AM in the Conference Hall of the MoSPI, East Block-6, 5th level, R K Puram, New Delhi-110066.
- b. Only one representation of each prospective bidders shall be allowed to attend the pre-bid meeting . The detail of the representation of bidder should also be communicated latest by 5.00 PM on 04.11.2020 along with their queries as per format given para 19 c below to:-

Shri. Raj .Krishan Bhoria,
Deputy Secretary (MPLADS)
M/o of Statistics & PI,
Room No. 611.East Block-6,
Level-6, R K Puram,
New Delhi-110066. E-mail: mplads@nic.in

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c.

Format for submission of pre-bid meeting quires				
Sl.No.	Clause No.	Clause Heading	Pg. No. of RFP	Query/ Clarification/ Suggestion

D. MoSPI shall not be responsible for ensuring that the bidder's queries have been received by the Department. Any requests for clarifications after the indicated date and time shall not be entertained.

20. Instructions to bidder.

- a. The bid document should contain the technical bid and the financial bid. The format of the technical bid, financial bid and the certificate to be enclosed is at **Annex III, IV, and V respectively**. The financial bid should indicate the total bid amount for the whole work, which the bidder is willing to undertake. Bids will be uploaded on Central Procurement Portal only at www.eprocure.gov.in Physical submission of bids shall not be allowed. Bidders are also advised that they may submit reasonable rates.
- b. *At any point of time if it comes to the notice of the Ministry that the rates quoted by the bidder are not reasonable / rates quoted are abnormally low, Ministry shall take necessary action in accordance with Para 5.6.4 of Manual for Procurement of works 2019 of D/o Expenditure, M/o Finance.*
- c. The covering letter of the bid should be signed by the Authorized Signatory of the agency.

21. Opening of Bid

The last date of receiving online bids will be 24.11.2020. upto 15.00 Hrs. The Technical bid would be opened on 25.11.2020 at 15:00 Hrs. in Conference Hall of the MoSPI, East Block-6, 5th level, R K Puram, New Delhi-110066. All short listed technically bidders will be invited for opening of Financial bid –the date for which shall be intimated later through the e-porcurement portal.

22. The MoSPI reserves the right to reject any or all the bid in full or part without assigning any reason thereof. The decision of the MoSPI shall be final in this regard.

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(Sudhir Kumar)
Deputy Director (MPLADS)
E-mail: mplads@nic.in

Annexure-I
(As referred to in the opening para of RFP)

All India Summary of selected Nodal Districts

S. No	State	Total Nodal District	Nodal Districts selected for TPM
North East Zone			
1	Arunachal Pradesh	3	1
2	Assam	15	7
3	Manipur	2	1
4	Meghalaya	2	1
5	Mizoram	1	1
6	Nagaland	2	1
7	Odisha	21	9
8	Sikkim	1	1
9	Tripura	2	1
Total		49	23
Central Zone			
1	Uttar Pradesh	70	31
2	UttraKhand	7	3
3	Maharashtra	34	15
4	Madhya Pradesh	31	14
Total		142	63
North Zone			
1	Jammu & Kashmir	8	4
2	Himachal Pradesh	6	3
3	Punjab	15	7
4	Chandigarh	1	1
5	Haryana	11	5
6	Rajasthan	25	11
7	Delhi	3	1
Total		69	32
South Zone			
1	Andhra Pradesh	14	6
2	Telangana	16	7
3	Karnataka	25	11
4	Tamil Nadu	29	13
5	Kerala	14	6
6	Lakshadweep	1	1

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7	Puducherry	1	1
8	Goa	2	1
Total		102	46
East Zone			
1	A & N Island	1	1
2	Bihar	33	15
3	Jharkhand	15	7
4	West Bengal	20	9
Total		69	32
West Zone			
1	Chhatisgarh	13	6
2	Gujarat	26	12
3	D & N Haveli	1	1
4	Daman & Diu	1	1
Total		41	20
Grand Total		472	216

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Zone-wise breakup of selected districts

S. No	State (Nodal Districts)	Sl.	Nodal District selected	No. MPs
North East Zone				
1	Arunachal Pradesh (3)	1	Lohit	1
Total		1		1
2	Assam(15)	1	Kamrup Metropolitan	4
		2	Darrang	2
		3	Nowgong	2
		4	Sonitpur	2
		5	Barpeta	1
		6	Cachar	1
		7	Dhemaji	1
Total		7		13
3	Manipur (2)	1	Imphal West	2
Total		1		2
4	Meghalaya (2)	1	East Khasi Hills	2
Total		1		2
5	Mizoram ((1)	1	Aizawl	2
Total		1		2
6	Nagaland (2)	1	Dimapur	1
Total		1		1
7	Odisha (21)	1	Cuttack	3
		2	Baragarh	2
		3	Ganjam	2
		4	Jagatsinghpur	2
		5	Khordha	2
		6	Mayurbhanj	2
		7	Rayagada	2
		8	Sundargarh	2
		9	Angul	1
Total		9		18
8	Sikkim (1)	1	East District	2
Total		1		2
9	Tripura (2)	1	West Tripura	2
Zonal Sub Total		22		41

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Central Zone			
1	Uttar Pradesh (70)	1 Lucknow	5
		2 Allahabad	3
		3 Azamgarh	3
		4 Ballia	3
		5 Barabanki	3
		6 Gorakhpur	3
		7 Kanpur Nagar	3
		8 Kheri	3
		9 Moradabad	3
		10 Rae Bareli	3
		11 Varanasi	3
		12 Agra	2
		13 Bareilly	2
		14 Bijnore	2
		15 Bulandshahr	2
		16 Deoria	2
		17 Etah	2
		18 Farrukhabad	2
		19 Firozabad	2
		20 Ghaziabad	2
		21 Gonda	2
		22 Hardoi	2
		23 Jaunpur	2
		24 Jhansi	2
		25 Meerut	2
		26 Rampur	2
		27 Sant Ravidas Nagar	2
		28 Sonbhadra	2
		29 Aligarh	1
		30 Ambedkarnagar	1
Total		31	72
2	Uttarakhand (7)	1 Pauri Garhwal	2
		2 Almora	1
		3 Bageshwar	1
Total		3	4
3	Maharashtra (34)	1 Mumbai Suburban	10

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		2 Pune	9
		3 Thane	5
		4 Mumbai City	4
		5 Nagpur	3
		6 Ahmadnagar	2
		7 Aurangabad	2
		8 Jalgaon	2
		9 Kolhapur	2
		10 Nashik	2
		11 Sindhudurg	2
		12 Solapur	2
		13 Akola	1
		14 Amravati	1
		15 Beed	1
	Total	15	48
4	Madhya Pradesh (31)	1 Ujjain	3
		2 Bhopal	2
		3 Chhindwara	2
		4 Guna	2
		5 Gwalior	2
		6 Jabalpur	2
		7 Mandla	2
		8 Rewa	2
		9 Balaghat	1
		10 Betul	1
		11 Bhind	1
		12 Damoh	1
		13 Dewas	1
		14 Dhar	1
	Total	14	23
	Zonal Sub Total	63	147
North Zone			
1	Jammu & Kashmir (8)	1 Jammu	2
		2 Baramullah	1
		3 Doda	1
		4 Kathua	1
	Total	4	5
2	Himachal Pradesh (6)	1 Kangra	2

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		2	Bilaspur	1
		3	Hamirpur	1
	Total	3		4
4	Punjab (15)	1	Amritsar	2
		2	Gurdaspur	2
		3	Jalandhar	2
		4	Ludhiana	2
		5	Sangrur	2
		6	Bhatinda	1
		7	Faridkot	1
	Total	7		12
5	Chandigarh (1)	1	Chandigarh	1
	Total	1		1
6	Haryana (11)	1	Hissar	3
		2	Ambala	2
		3	Kurukshetra	2
		4	Faridabad	1
		5	Jind	1
	Total	5		9
7	Rajasthan (25)	1	Jaipur	5
		2	Dausa	3
		3	Jodhpur	3
		4	Sikar	2
		5	Ajmer	1
		6	Alwar	1
		7	Banswara	1
		8	Barmer	1
		9	Bharatpur	1
		10	Bhilwara	1
		11	Bikaner	1
	Total	11		20
8	Delhi (3)	1	SDMC	5
	Total	1		5
	Zonal Sub Total	32		56
South Zone				
1	Andhra Pradesh (14)	1	Krishna	5
		2	Visakhapatnam	5
		3	East Godavari	3
		4	Kurnool	3
		5	West Godavari	3
		6	Anantapur	2

Total		6		21
2	Telangana (16)	1	Hyderabad	3
		2	Karimnagar	3
		3	Warangal_Urban	3
		4	Nizamabad	2
		5	Sangareddy	2
		6	Adilabad	1
		7	Khamman	1
Total		7		15
3	Tamil Nadu (29)	1	Chennai	9
		2	Tirunelveli	4
		3	Coimbatore	3
		4	Thanjavur	3
		5	Tiruchirappalli	3
		6	Vellore	3
		7	Villupuram	3
		8	Cuddalore	2
		9	Erode	2
		10	Kanchipuram	2
		11	Kanniyakumari	2
		12	Nilgiris	2
		13	Tiruvannamalai	2
Total		13		40
4	Karnataka (25)	1	Bengaluru Urban	11
		2	Belagavi	3
		3	Ballari	2
		4	Udupi	2
		5	Bagalkot	1
		6	Bidar	1
		7	Bijapur	1
		8	Chamarajnaragar	1
		9	Chikballapur	1
		10	Chikmagalur	1
		11	Chitradurga	1
Total		11		25
5	Kerala (14)	1	Alappuzha	3
		2	Kollam	3
		3	Kozhikode	3
		4	Malappuram	3
		5	Thiruvananthapuram	3
		6	Ernakulam	2

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	Total	6		17
6	Lakshdweep	1	Lakshadweep	1
	Total	1		1
7	Puducherry (1)	1	Puducherry	2
	Total	1		2
8	Goa (2)	1	South Goa	2
	Total	1		2
	Zonal Sub Total	46		123
East Zone				
1	A&N Island	1	Andamans	1
	Total	1		1
2	Bihar (33)	1	Patna	8
		2	Mothihari (E.Champaran)	3
		3	Samastipur	3
		4	Bettiah (W.Champaran)	2
		5	Bhagalpur	2
		6	Buxar	2
		7	Jehanabad	2
		8	Katihar	2
		9	Madhubani	2
		10	Muzaffarpur	2
		11	Rohtas	2
		12	Saran	2
		13	Araria	1
		14	Aurangabad	1
		15	Banka	1
	Total	15		35
3	Jharkhand (15)	1	Ranchi	6
		2	Bokaro	1
		3	Chaibas (W.Singhbhum)	1
		4	Chatra	1
		5	Dhanbad	1
		6	Dumka	1
		7	East Singhbhum	1
	Total	7		12
4	West Bengal (20)	1	Kolkata	16
		2	North Twenty Four Parganas	5
		3	South Twenty Four Parganas	4
		4	Birbhum	3
		5	Burdwan	3

		6	Hooghly	3
		7	Howrah	3
		8	Murshidabad	3
		9	Paschimi Medinipur	3
	Total	9		43
	Zonal Sub Total	32		91
West Zone				
1	Chhattisgarh (13)	1	Durg	3
		2	Raipur	2
		3	Balrampur	1
		4	Bastar	1
		5	Bilaspur	1
		6	Janjgir-Champa	1
	Total	6		9
2	Gujarat (26)	1	Ahmedabad	4
		2	Amreli	2
		3	Anand	2
		4	Banaskantha	2
		5	Bharuch	2
		6	Bhavnagar	2
		7	Chhota Udaipur	2
		8	Rajkot	2
		9	Surat	2
		10	Arvalli	1
		11	Dahod	1
		12	Gandhinagar	1
	Total	12		23
3	D & N Haveli (1)	1	Dadra And Nagar Haveli	1
	Total	1		1
4	Daman & Diu (1)	1	Daman	1
	Total	1		1
	Zonal Sub Total	20		34
	Grand Total	216		492

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Annexure-II

(As referred to in Para 08 of the RFP)

General Instructions and other terms and conditions:

1. Submission of bids.

The bids shall be submitted online through the Central Public Procurement Portal (CPPP) only.

2. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid and MoSPI, also referred to as "the client" at some places, shall in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3. Amendment in Bidding Document.

2.1 At any time before the deadline for submission of bids, MoSPI may, for any reason, whether at its own initiative or in response to the clarification requested by a bidder, modify the bidding document by amendment.

2.2 All such amendments shall be sent to the bidders through email.

2.3 If required, in order to allow the bidders reasonable time to consider the amendment in preparing their bids, MoSPI reserves the right to extend the deadline for the submission of bids.

4. Rejection of Bid: Any bid not secured in accordance with the provisions of the RFP, shall be rejected by MoSPI, without any further correspondence.

5. Discharge of Security Bid (EMD) of Unsuccessful Bidders: Bid Security of unsuccessful Bidders will be discharged/returned as promptly as possible but not later than 30 days from the date of award of the contract and upon fulfillment of all contractual obligations by the winning bidder.

6. Discharge of Security Bid (EMD) of Successful Bidders: The successful bidder's bid security will be returned subsequent to receipt of the Performance Bank Guarantee from the successful Bidder as per the terms and conditions of the tender notice/ award notice as decided by time to time. No advance payment may be made by the Ministry to the winning bidder at any cost and obligations.

7. Forfeiture of the Bid Security (EMD): The bid security can be forfeited if a Bidder:

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- a) Withdraws the bid during the period of bid validity specified by the Bidder on the Bid form, or
- b) In case of the successful bidder, if the Bidder fails to furnish performance bank guarantee in accordance with the RFP.

8. Period of Validity of Bids: Bids shall remain valid for 90 days beyond the closing date of submission of bids. MoSPI, holds the right to reject a bid whose validity is intended for a period shorter than 90 days beyond the closing date of submission of bids, without any correspondence.

9. The Bidder should submit his bid in the prescribed annexed proforma (legible-scanned) through e-procurement portal only and Ministry may ask any/ the entire original documents from bidders, as may be necessary, to verify the facts and figures submitted as bid documents. If any Bidder fails to submit his Bid in the prescribed manner/ legible documents, the offer may be rejected.

10. Validation of interlineations in Bid: Any interlineations, erasures or overwriting in Technical Bid (Not allowed at all in case of Financial Bid) shall be valid only if the person or persons signing the bid have authenticated the same with signature. In case there is correction/overwriting which is not authenticated, may result in disqualification of bid.

11. Rejection of Bid: The Bid has to be submitted **through e-procurement portal only**. The bids submitted by in physical form, through post, Telex, fax or email shall not be entertained. Any condition put forth by the bidder non-conforming to the bid requirements shall not be entertained and such bid may be rejected.

12. Deadline for Submission of Bids:

12.1 Extension for Last date for Submission: MoSPI may, at own discretion, extend this deadline for submission of bids by amending the bid document in which case all rights and obligations of and Bidders previously subject to the deadline, will thereafter be subject to the deadline as extended.

12.2 Late Bids: Any bid received after the deadline for submission of bids prescribed by MoSPI will be summarily rejected and returned unopened to the Bidder. MoSPI shall not be responsible for any postal delay or electronic glitch causing delayed submission of bids beyond the stipulated time. No further correspondence on this subject will be entertained.

13. Bid Opening and Evaluation of Bids:

13.1 Opening of Bids: MoSPI will open all Technical Bids in the presence of Bidders' representatives who desire to attend the Technical Bid opening at 15.00 Hrs. on 25.11.2020 in Conference Hall of the MoSPI, East Block-6, 5th level, R K Puram, New Delhi-110066. The Bidder's representative who is

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present shall sign a register evidencing their attendance. Technical Bids will be opened and evaluated in detail.

13.2 Opening of Financial Bids: Only those Technical Bids, which are complete and comply with the Eligibility criteria, will be eligible for Financial Bid evaluation. The technical bid examination report will be uploaded on the E-procurement portal and no correspondence/ clarification in this regard entertained/ issued by the Ministry.

13.3 Rectification of Errors: Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security would be forfeited.

14. Evaluation and Comparison of Bids:

14.1 Stages of Evaluation: The evaluation of the proposals will be carried out in two stages:

14.1.1 Technical Bid Evaluation: In the first stage, only the Technical Bids would be evaluated and it will be determined as to whether the bid is complete and meets all the eligibility criteria. Bids not conforming to any of the Eligibility Criteria shall be out rightly rejected. Evaluation of Technical Bids by MoSPI shall not be questioned by any of the Bidders. MoSPI may ask Bidder(s) for additional information to verify claims made in Technical Bid documentation, at any point of time before opening of the Financial Proposal.

14.1.2 Financial Bids Evaluation: Only those technical bids that are complete and comply with the Eligibility criteria would be eligible for Financial Bid evaluation. The evaluation of the financial bids shall be in accordance with the total price quoted in this bid document.

Note: Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Ministry's processing of bids or award decisions may result in the rejection of his Bid.

14.2 MoSPI has the right to accept any Bid and to reject any Bid or all Bids: MoSPI reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time before the contract is awarded,

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without thereby incurring any liability to the affected Bidder or Bidders, with or without assigning any reason.

15. Notification of Award:

15.1 Notification to Bidder: Before the expiry of the period of validity of the proposal, MoSPI shall notify the successful Bidder in writing by registered letter or by email or by fax, that its bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of award and will enter into agreement within specified time.

15.2 Expenses for the contract: The incidental expenses of execution of agreement/contract, if any, shall be borne by the successful bidder.

15.3 Failure to abide by the Agreement: The conditions stipulated in the work order shall be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of MoSPI to impose penalties as specified in the Bidding document and the agreement.

16. Performance Security:

- a. The successful bidder shall at its own expense deposit with MoSPI, an unconditional and irrevocable Performance Security from a Commercial Bank, in the form of Bank Guarantee/Demand Draft/Banker's Cheque/Fixed Deposit drawn in favour of "in favour of PAO(PI), MoSPI, New Delhi" payable at Delhi, for the due performance and fulfilment of the contract by the bidder, in the specified time frame.
- b. The Performance Security shall be denominated in Indian Rupees only.
- c. This Performance Security will be for an amount equivalent to 10% of the bid value. All charges whatsoever such as premium; commission etc. with respect to the Performance Security shall be borne by the Bidder.
- d. The Performance Security shall be valid for a period of 60 days beyond the date of completion of all contractual obligations of the agency.
- e. The Performance Security may be discharged /returned by MoSPI 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 Security.
- f. In the event of the bidder being unable to service the contract for whatever reason, the MoSPI would evoke the Performance Security. Notwithstanding and without prejudice to any rights whatsoever of the organization under the Contract in the matter, the proceeds of the Performance Security shall be payable to the MoSPI as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. MoSPI shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- g. MoSPI shall also be entitled to make recoveries from the Bidder's bills, Performance Security, or from any other amount due to him, the equivalent

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value of any payment made to him due to inadvertence, error, collusion, mis-construction or mis-statement.

17. Termination of Contract

17.1. Termination by Default: MoSPI may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the qualified Bidder, terminate the contract in whole or in part if:

- a. The qualified Bidder fails to deliver any or all of the obligations within the time period(s) specified in the contract or any extension thereof granted by the MoSPI.
- b. The qualified Bidder fails to perform any other obligations(s) under the contract. However, the disputes, if any, may be referred to Arbitration as per the provision of the RFP.

17.2 Termination for Insolvency, Dissolution etc: MoSPI may at any time terminate the contract by giving written notice to the qualified Bidder, without compensation to the qualified Bidder, if the qualified Bidder becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to the MoSPI.

17.3 Termination for Convenience: MoSPI reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify, for MoSPI's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.

18. No Claim Certificate: The qualified Bidder shall not, be entitled to make any claim, whatsoever, against MoSPI under or by virtue of or arising out of this contract nor shall MoSPI entertain or consider any such claim after Bidder shall have signed a "no claim" certificate in favour of MoSPI in such forms as shall be required by MoSPI after the works are finally accepted.

19. Intellectual Property Rights

- a. MoSPI shall own and have a right in perpetuity to use all Intellectual Property Rights, which have arisen out of or in connection with the implementation of this Contract.
- b. The agency shall ensure that while using any software, hardware, processes or material in the course of performing the services, it does not infringe the Intellectual Property Rights of any person/agency and the agency shall keep the MoSPI indemnified against all costs, expenses and liabilities whatsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or

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infringement of any Intellectual Property Rights by the agency during the course of performance of the Services.

- c. MoSPI shall retain all right, title and interest in and to any and all data, entered or generated by the agency for MoSPI pursuant to this agreement and any modifications thereto or works derived there from.

20. Miscellaneous

20.1 Standards: The services to be rendered under this contract shall conform to the latest authoritative standards as laid down by the competent institution governing that standard.

20.2 Confidentiality: The Selected Bidder and its personnel shall not, either during the term or after expiry of this contract, disclose any information relating to the services, contract or MoSPI's business or operations without the prior written consent of MoSPI.

20.3 Force Majeure:

- a. Notwithstanding the conditions of the Bid, the Bidder shall not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of MoSPI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, earthquakes, epidemics, quarantine restrictions and freight embargoes.
- b. If a Force Majeure situation arises, the qualified Bidder shall promptly notify the MoSPI in writing of such conditions and the cause thereof. Unless otherwise directed by MoSPI in writing, the Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. MoSPI may terminate this contract, by giving a written notice of minimum 30 days to the Bidder, if as a result of Force Majeure the Bidder being unable to perform a material portion of the services for a period of more than 60 days.

21. Arbitration and Jurisdiction: In the event of any dispute relating to the import or meaning of any terms and conditions which could not be solved amicably by the parties, the parties may refer the matter to the Arbitrator to be appointed by the MoSPI on the request of either of the parties for arbitration in consonance with the provisions of the Arbitration and Conciliation Act, 1996 on the designated reference in dispute. All legal proceedings shall lie to the jurisdiction of courts situated in New Delhi, India.

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22. Indemnity:

- a. The agency shall execute and furnish to the MoSPI, a Deed of Indemnity in favour of the MoSPI in a form and manner acceptable to the MoSPI, indemnifying the MoSPI from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind whatsoever suffered, arising or incurred inter alia during and after the contract period out of any negligence or wrongful act or omission by the agency.
- b. The indemnity shall be to the extent of 100% in favour of the MoSPI.

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Annexure-III

(As referred to in Para 04 and Para 17(a))

The information shall be used for technical assessment of the bidder
(Evaluation based on documents submitted by firm for each item)

S. No.	Criteria	Marks																		
(A) Particulars for Identification and overall Experience																				
(Max. Marks: 05)																				
1.	Name of Agency/Firm																		
2.	Year of Inception Documents required 1. Copy of Registration.	<table border="1"> <thead> <tr> <th>S. No.</th> <th>No. of completed Years</th> <th>Mark(s)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>less than 3</td> <td>0</td> </tr> <tr> <td>2.</td> <td>>=3 & <=5</td> <td>0.5</td> </tr> <tr> <td>3</td> <td>>=6 & <=8</td> <td>1.0</td> </tr> <tr> <td>4</td> <td>>=9 & <=11</td> <td>1.5</td> </tr> <tr> <td>5</td> <td>12 and above</td> <td>2.0</td> </tr> </tbody> </table>	S. No.	No. of completed Years	Mark(s)	1	less than 3	0	2.	>=3 & <=5	0.5	3	>=6 & <=8	1.0	4	>=9 & <=11	1.5	5	12 and above	2.0
S. No.	No. of completed Years	Mark(s)																		
1	less than 3	0																		
2.	>=3 & <=5	0.5																		
3	>=6 & <=8	1.0																		
4	>=9 & <=11	1.5																		
5	12 and above	2.0																		
(Max. Marks : 02)																				
3.	Total cumulative turnover of last three years (in Rs. Crore). (provide supporting documents)	<table border="1"> <thead> <tr> <th>S. No.</th> <th>Turnover (in Rs. Crore)</th> <th>Mark(s)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>>=50 & <75</td> <td>1</td> </tr> <tr> <td>2</td> <td>>=75 & <100</td> <td>2</td> </tr> <tr> <td>3</td> <td>100 and above</td> <td>3</td> </tr> </tbody> </table>	S. No.	Turnover (in Rs. Crore)	Mark(s)	1	>=50 & <75	1	2	>=75 & <100	2	3	100 and above	3						
S. No.	Turnover (in Rs. Crore)	Mark(s)																		
1	>=50 & <75	1																		
2	>=75 & <100	2																		
3	100 and above	3																		
(Max. Marks : 03)																				
(B) Relevant Record Experience/ Previous Track Record																				
(Max. Marks: 10)																				
4.	Total number of completed same / similar works/studies costing Rs. 50 lakhs & above supporting document	1 Mark for each work/Study																		

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<p>(Completion certificate/final payment order, only) in respect of the each works executed to be provided. (In case marks of agency/organization exceeds the Max Marks then marks of Agencies/Organisations shall be computed by the following method: The agency/organization securing highest marks shall be awarded 04 marks.</p> <p>Accordingly, the scores of other Agencies/Organizations will be standardised.</p>	<p style="text-align: right;">(Max. Marks: 04)</p>
<p>5. No. of States/UTs covered in multi-state projects (spreading over more than one States/UTs). Marks will be awarded on the basis of the works covering highest no. of states as per list provided in respect of above point no.4. In case marks of agency/organization exceeds the Max Marks then marks of Agencies/Organizations shall be computed by the following method: The agency/organization securing highest marks shall be awarded 06 marks. Accordingly, the scores of other Agencies/Organisations will be standardised.</p>	<p>One mark for each distinct State/UT in respect of the project covering the highest number of states/UTs.</p> <p style="text-align: right;">(Max. Marks: 06)</p>
<p>(C) Organizational Strength & Infrastructure</p> <p style="text-align: right;">(Max. marks: 25)</p>	

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6.	Reach/network organization, if any (Provide the name of States where organization has offices in enclosed Annexure VI.) The agency/organization securing highest marks shall be awarded 25 marks.	S. No.	No. of states/UTs	Mark(s)
		1.	< 5	5
		2.	>=5 & <10	10
		3.	>=10 & <20	15
		4.	>=20 & <25	20
		5.	25 and above	25
(Max. Marks: 25)				

(D) Quality and Experience of Technical Personnel (Annexure VIII)
(Max. Marks: 35)

7.	Experience for Project Leader in evaluation work in years.	S. No.	Experience (in Years)	Mark(s)
		1	>=15	10
		2	>=10 & <15	7.5
		3	<10	5.0
(Max. Marks: 10)				

8.	No. of Personnel in Analyst / Report writing etc.	S. No.	No. of Personnel	Mark(s)
		1	>=5	10
		2	>=3 & <5	7.5
		3	<3	5.0
(Max. Marks: 10)				

9.	No. of field staff (this may exclude the personnel included in S. No. 7 and 8)	S. No.	No. of Personnel	Mark(s)
		1	<=10	0
		2	>=11 & <=15	5.0
		3	>=16 & <20	10
		4	20 and above	15
(Max. Marks: 15)				

(E) Self Assessment and Presentation on plan of work
(Max. Marks: 25)

10.	Self-assessment of the capacity. The proposed	
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model of the bidder for undertaking the work with due justification of resource deployment and action plan for completion of the project by the target dates. (Based on comprehensive information given of Annexure III and other detailed action plan to be enclosed).

A presentation to this effect may be given by the bidders at the time of opening of Technical bids.

(Max. Marks: 25)

The presentation may also demonstrate prototype/provide glimpse into the specific Survey Questionnaire that would be deployed by the bidder to elicit and capture response on other finer aspects of the Scheme. The presentation may also demonstrate the broad outline/roadmap about how the agency proposes to proceed in the matter.
(Para 17(A) refers)

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Annexure IV

(referred to in Para 17(b))

Price/Financial Bid

Total cost for evaluation of Assets in all Districts (Including GST and other taxes/cess etc.) in words.....

**Authorized Signatory
Seal of Company**

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CERTIFICATE

It is certified that:

The information given above is TRUE to the best of my knowledge. The organization shall stand liable if any information given above is later found to be FALSE, including the forfeiture of any payment due to it.

The professional, staff, equipment and all requisite infrastructure facilities mentioned in this bid shall be made available for this study in due time.

I am competent to sign this Certificate.

Date: _____
Authorized Signatory: _____
Place: _____
Name _____
Seal of the organization _____
Designation _____

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Annexure-VIII

(as referred to in Annexure-III part D)

**Format for indicating educational qualifications and experience of
the personnel/Staff to be engaged**

S.No.	Designation	Number of personnel to be appointed	Educational Qualification	Experience

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Annexure - IX

(As referred to in para 9.5.15)

No. 66(59) PFC-II/2018-Pt
Government of India
Ministry of Finance
Department of Expenditure

North Block, New Delhi
22nd May, 2019

OFFICE MEMORANDUM

Sub: Sample ToR of Central Sector Schemes

Please find enclosed final Standard Terms of Reference (ToR) Template for Central Sector Schemes prepared by NITI Aayog in consultation with Department of Expenditure as communicated vide their OM No. I-19011/33/2019-DMEO dated 16.5.2019. The first part of the template outlines the structure of the report and the second part is the explanatory memorandum. With the issue of this template which is generic in nature, individual vetting of each Central Sector scheme by NITI Aayog will not be required. However, in the opinion of the Ministry/Department, if any particular scheme so demands, the Ministry/Department may like to approach NITI for specific addendum or revision in this template.

2. This issues with the approval of Secretary (Expenditure).

Harsha Dass
Harsha Dass 22/5/2019
Director (PFC-II)
Tel. No. 23092578

Financial Advisors
All Ministries/Departments of Government of India

Encl: As above

Copy to:
DG/DMEO w.r.t. OM Mo I-19011/33/2019-DMEO dated 16.5.2019

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Template for Evaluation of Central Sector Scheme: [Scheme Name]

Name of Department / Name of Ministry

1 EXECUTIVE SUMMARY

2 OVERVIEW OF THE SCHEME

2.1 Background of the scheme

- a) Brief write up on the scheme including Objectives, Implementation Mechanism, Scheme architecture / design
- b) Name of Sub-schemes / components
- c) Year of commencement of scheme
- d) Present status with coverage of scheme (operational / non-operational)
- e) Sustainable Development Goals (SDG) Served
- f) National Development Plans (NDP) Served

2.2 Budgetary allocation and expenditure pattern of the scheme

Sub-scheme / Component	[Year 1]			[Year 2]			[Year3]			[Year 4]			[Year 5]		
	BE	RE	Actual	BE	RE	Actual	BE	RE	Actual	BE	RE	Actual	BE	RE	Actual

2.3 Summary of past evaluation since inception of scheme

Year of Evaluation	Agency hired for Evaluation	Recommendations made and accepted	Recommendations made but not accepted

3. METHODOLOGY

3.1 Approach (Methodology adopted), Division of country into 6 Geographical Regions / Zones (North, South, East, West, North East and Central) as classified by NSSO.

3.2 Sample size and sample selection process, tools used: field study / questionnaire, primary and secondary data.

4. OBJECTIVE OF THE STUDY

4.1 Performance of the scheme based on the Output / Outcome indicators

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4.2 Additional parameters

a) Coverage of beneficiaries

State				District			
Urban		Rural		Urban		Rural	
Male	Female	Male	Female	Male	Female	Male	Female
SC/ST	SC/ST	SC/ST	SC/ST	SC/ST	SC/ST	SC/ST	SC/ST

b) Implementation mechanism

c) Training / Capacity building of administrators / facilitators

d) IEC activities

e) Asset / Service creation & its maintenance plan

f) Benefits (Individual, community)

g) Convergence with scheme of own Ministry / Department or of other Ministry / Department.

4.3 Gaps in achievement of outcomes

4.4 Key Bottlenecks & Challenges

4.5 Input Use Efficiency

5. OBSERVATIONS AND RECOMMENDATIONS

5.1 Thematic Assessment

5.2 Externalities

6. CONCLUSION

6.1 Issues & challenges

6.2 Vision for the future

6.3 Recommendation for scheme with reasons

7. REFERENCES

8. APPENDICES

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EXPLANATORY MEMORANDUM

- 2.1(a)** Latest guidelines of the scheme may also be annexed.
- 2.1(b)** Sub-schemes/ components which have separate budgetary allocations either through budget line or through Detailed Demand for Grants(DDG) may also be listed along with component-wise budget allocation.
- 2.1(d)** Details of number of states/districts/villages where the scheme is functional may be included.
- 2.1 (e) & (f)** May be linked with objective of the scheme.
- 2.2** If DDG makes allocations for certain items which are not shown as sub schemes/components, the same may be separately indicated along with allocation in the table.
- 3.1** Complete list of states as classified by NSSO may be seen on its website.
- 4.1** Output / Outcome Indicators as proposed/ prepared by NITI Aayog may be considered. In the absence of these, indicators as spelt out in SFC/ EFC memorandum during appraisal of the scheme may be utilized.
- Output / Outcome Indicators (numbers or percentage) must be compared with base year value at all time points (periodicity) as per monitoring mechanism framework, also defined in SFC/EFC Memorandums.
- 4.2 (a)** Tabulated information up to Tehsil / Block Level and if possible, up to village level may be provided.
- 4.2 (b)** Focus should be on clarity of instructions, availability of scheme or programme guidelines, clear definition of roles and responsibilities of functionaries and the number and nature of clarifications / additional instructions issued w.r.t. scheme guidelines.
- 4.2 (c)** Details about training (PFMS /EAT Module, scheme's portal or any other) with number of interventions and levels at which these interventions were carried out may be included.
- 4.2 (d)** Details about Stakeholders / Beneficiaries, details of campaigns, media, frequency, feedback etc. may be included.
- 4.2 (g)** Details about apparatus-manpower office transport etc. may be included. If there is no convergence, NIL may be recorded.
- 4.3** These gaps could be attributed to absence of interventions/ non-performance of existing interventions.
- 4.4** Focus may be on Financial, Administrative, Project Management and any other Key Bottlenecks & Challenges.

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4.5 Details of (a) requirement of funds as indicated in EFC / SFC in relation to actual allocation of funds including timelines of release (b) requirement and allotment of manpower in implementation of scheme / programme at various levels (PMU / Central / State) (c) Involvement of private players, volunteers, non-governmental organizations and local community etc. in the scheme may be provided.

5.1 Thematic assessment should focus on Accountability, Transparency, Employment generation (direct / indirect), Climate change and sustainability, Role of TSP/ SCSP, Use of IT, Behavioral change in stakeholder/beneficiary, R&D, Role, functions, involvement / support of State govts.

Cross cutting themes can be assessed both through secondary data as well as primary. While conducting meta-analysis of existing reports, the evaluator should actively review the cross-cutting themes. The primary data for cross cutting themes will be elicited through specific questions and responses during the key informant interviews and beneficiary surveys. For example, use of IT in scheme implementation, fund flow, monitoring and evaluation can be assessed from interaction with concerned ministries/departments as well as states officials. Similarly, gender mainstreaming can be assessed by introducing specific questions on changes in knowledge, attitude and practices pertaining to gender equality, attributable to the CS intervention at hand, through household surveys.

5.2 Details of best practices, innovations or scheme / projects where best practices were replicated may be provided.

6.3 It is essential to highlight the importance of recommendations made for the scheme. The evaluation agency may provide recommendation for the scheme in any of the following categories (a) Continue in existing form (b) Continue with some Modifications (suggest modifications) (c) scale up the scheme (Financial/ Physical / both) (d) Scale down the scheme (Financial/ Physical/ both) (e) Close (f) Merge with another scheme as sub-scheme/component.

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