

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	08-12-2025 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	08-12-2025 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Assam
विभाग का नाम/Department Name	Panchayat And Rural Development Department Assam
संगठन का नाम/Organisation Name	Assam State Rural Livelihoods Mission Society (asrlms)
कार्यालय का नाम/Office Name	Smmu
वस्तु श्रेणी /Item Category	Manpower Hiring for Financial Services - Onsite; Chartered Accountant
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	50 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	7 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	20 Days
अनुमानित बिड मूल्य /Estimated Bid Value	3840000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference

No

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

The Bidder must have successfully executed at least XX projects of any value in past 3 years of providing similar services to Central/State Government, PSUs or any other government organizations:As per terms and conditions

The Bidder must have successfully executed at least YY projects of any value in past 3 years of providing similar services for at least ZZ different clients(Central/State Government, PSUs or any other government):As per terms and conditions

Service provider must have a dedicated team of required manpower of XX for the project:As per terms and conditions

Scope of Work:[1762498167.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
17-11-2025 11:00:00	Assam State Rural Livelihoods Mission Shivnath Gogoi Path Panjabari Guwahati

Manpower Hiring For Financial Services - Onsite; Chartered Accountant (5)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	

विवरण/ Specification	मूल्य/ Values
Deployment Location	Onsite
Type of Professional/Resources required	Chartered Accountant
Certifications of Professional/Resources required	Certified internal auditor (ICAI)
Qualification of Professional/Resources required	CA
Total Experience of Professionals / Resources (In years)	5 - 7 Years
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of manpower deployed	अतिरिक्त आवश्यकता /Additional Requirement
1	Kankan Jyoti Borah	781037,Shiv nath gogoi path, Panjabari, Guwahati	5	<ul style="list-style-type: none"> Number of Months : 24

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

Option Clause: Excess Settlement. The excess settlement has been enabled for the service, allowing service providers to include additional charges up to a specified percentage of the item-level total value, including addons, in their invoices. Service providers must declare the applicability of additional charges during invoice creation and submit mandatory supporting documents to avail this option. The total invoice amount, including additional charges, shall not exceed the agreed-upon excess settlement percentage for the order.

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

STANDARD REQUEST FOR PROPOSAL

Consultancy Services

ONLINE SUBMISSION OF PROPOSALS



सत्यमेव जयते

GOVERNMENT OF ASSAM

**Assam State Rural Livelihoods Mission Society,
Panchayat & Rural Development Department, Govt of Assam**

PREFACE

This Standard Request for Proposal (SRFP) Document has been prepared in line with the requirements given in Sub-section (4) of Section 20 of the Assam Public Procurement Act, 2017 and should be treated as model RFP Document for procurement of Consultancy Services¹ to be provided by a firm.

The SRFP has been prepared for inviting online technical and financial proposals under e-procurement process.

This SRFP can be used with different selection methods described in Rule 25 (7) of “*The Assam Public Procurement Rules 2020*”, including Quality and Cost Based Selection (QCBS), Quality Based Selection (QBS), Least Cost System (LCS) and Fixed Budget System (FBS). For selection based on Consultant’s Qualifications Selection (CQS) and Single Source Selection (SSS) relevant elements of this SRFP may be used and further simplified for the purpose of a particular assignment. The text shown in Italics is “*Notes to the Client*” provides guidance to the procuring entity in preparing a specific RFP. “*Notes to the Client*” should be deleted from the final RFP issued to the shortlisted Consultants.

The SRFP includes standard form of contract for lump-sum assignments. This type of contract is used mainly for assignments in which the scope or job or task which is related to the meeting of a public need and which is well defined in terms of content, outcomes or outputs as well as the time-frame for completion. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones.

The brief description of various sections included in the SRFP is as under:

Section 1: Letter of Invitation (LOI): This Section is a template of a letter from the Client addressed to a shortlisted consulting firm inviting it to submit a proposal for a consulting assignment. The LOI includes a list of all shortlisted firms to whom similar letters of invitation are sent, and a reference to the selection method.

Section 2: Instructions to Consultants and Data Sheet: This Section consists of two parts: “Instructions to Consultants” and “Data Sheet”. “Instructions to Consultants” contains provisions that are to be used without modifications. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added. This Section provides information to help shortlisted consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract.

Section 3: Technical Proposal – Standard Forms: This Section includes the forms that are to be completed by the shortlisted consultants and submitted in accordance with the requirements of Section 2.

Section 4: Financial Proposal – Standard Forms: This Section includes the financial forms

that are to be completed by the shortlisted consultants, including the consultant's costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

Section 5: Terms of Reference (TORs): This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 6: Standard Forms of Contract: This Section includes a standard contract form for Lump-Sum Contract. It includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement the General Conditions.



Request for Proposals Consulting Services Procurement of:

Consulting Services for: *Hiring of an agency for providing Financial Management Support Services under DDUGKY, ASRLMS.*

Least Cost Selection (LCS)

RFP No: ASRLM/DDU-GKY/6272/2025-26/118- 187

Dated:07-11- 2025

Client: Assam State Rural Livelihoods Mission Society (ASRLMS)

Date of issue of Request for Proposal.	7th November 2025
Date of Pre-Proposal Meeting.	17 th November 2025 at 11:00 A.M in the office of State Mission Director, Assam State Rural Livelihoods Mission Society, Sivanath Gogoi Path, Panjabari, Guwahati, Assam.
Last date for seeking clarifications.	1 st December 2025 till 5:00 P.M
Last Date for submission of Proposal.	8 th December 2025 till 3:00 P.M through online mode https://gem.gov.in
Date of Opening of RFP Proposal in online mode.	8 th December 2025 at 3:30 P.M through online mode https://gem.gov.in
Technical Evaluation of RFP Proposal.	To be informed to Bidders.
Date of Opening of Financial Proposals.	To be informed later to qualified Bidders after Technical Evaluation.

Assam State Rural Livelihoods Mission Society,
Panchayat & Rural Development Department, Govt of Assam,
Sivanath Gogoi Path, Panjabari, Guwahati, Assam.

Website:- www.asrlms.assam.gov.in

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PART II ERROR! BOOKMARK NOT DEFINED.

CONDITIONS OF CONTRACT AND CONTRACT FORMS ERROR! BOOKMARK NOT DEFINED.

1. FORM OF CONTRACT ERROR! BOOKMARK NOT DEFINED.

2. GENERAL CONDITIONS OF CONTRACT ERROR! BOOKMARK NOT DEFINED.

3. SPECIAL CONDITIONS OF CONTRACT ERROR! BOOKMARK NOT DEFINED.

4. APPENDICES TO CONTRACT ERROR! BOOKMARK NOT DEFINED.

PART-I

SECTION-I

1. Letter of Invitation

Name of Assignment: Consulting Services for:- Hiring of an agency for providing Financial Management Support Services under DDUGKY, ASRLMS.

RFP No: ASRLM/DDU-GKY/6272/2025-26/118-187

Dated: 07-11- 2025

Dear Mr. /Ms.:

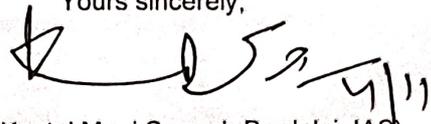
The Client invites proposals to provide the following consulting services (hereinafter called "Services") for "Hiring of an agency for providing Financial Management Support Services under DDUGKY, ASRLMS" .More details on the Services are provided in the Terms of Reference (Section 5).

1. It is not permissible to transfer this RFP to any other firm.
2. The Firm will be selected under **Least Cost Selection (LCS) Method** procedures and in a: Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies laid down in Assam Public Procurement Rules 2020.
3. The RFP includes the following documents:

Section 1 - Letter of Invitation
Section 2 - Instructions to Consultants and Data Sheet
Section 3 - Technical Proposal ([select: FTP or STP]) - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Terms of Reference
Section 6 - Standard Form of Contract

1. Details on the proposal's submission date, time and address are provided in the ITC Para 20.10, in the RFP document.
2. Bidders who seek to appeal against any decision, action or omission regarding this particular procurement may do so as per Section 38 of the Assam Public Procurement Act, 2017 and Rule 26 of the Assam Public Procurement Rules, 2020. Before first and second appellate authority

Yours sincerely,



(Shri Kuntal Moni Sarmah Bordoloi, IAS)
State Mission Director, ASRLM.

SECTION-II

2. Instructions to Consultants & Data Sheet**General Provisions****2.1 Definitions**

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in India, or as they may be issued and in force from time to time.
- (c) "Client" means the procuring entity that signs the Contract for the Services with the selected Consultant.
- (d) "Consultant" means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (e) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (f) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (g) "Day" means a calendar day.
- (h) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (i) "Government" means the Government of Assam.
- (j) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (k) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.
- (l) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (m) "LOI" (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (n) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

- (o) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (p) "Proposal Inviting Authority (PIA)" means the official/committee duly authorised to issue RFP& receipt the proposal.
- (q) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultant(s), based on the SRFP.
- (r) "SRFP" means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (s) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (t) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (u) "TORs" (this Section 5 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2.2 Introduction

- 2.2.1 The Client (i.e., Procuring Entity) named in the **Data Sheet** intends to select a consultant from those listed in the Letter of Invitation as shortlisted firms, in accordance with the method of selection specified in the **Data Sheet**.
- 2.2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for selection and ultimately signing the Contract with the selected Consultant.
- 2.2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense. In case, the Client decides for a virtual meeting, the link shall be forwarded to the shortlisted firms beforehand.
- 2.2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

2.3 Conflict of Interest

- 2.3.1 Conflict of Interest for a Procuring Entity or its personnel and consultants is considered to be a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- 2.3.2 Govt. of Assam describes the situations in which a Procuring Entity or its personnel may be considered to be in Conflict of Interest include, but are not limited to the following-
- 2.3.3 Conflict of Interest occurs when the private interests of a Procuring Entity or its personnel, such as personal, non-official, extra- professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or

obligations as a procurement official;

- 2.3.4 Within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Procuring Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procuring Entity or its personnel in a position of obligation;
- 2.3.5 Conflict of Interest also includes the use of assets of the Procuring Entity including human, financial and material assets, or the use of the office of the procuring entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procuring Entity or its personnel does not favour;
- 2.3.6 Conflict of Interest may also arise in situations where the Procuring Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favour, to benefit directly or indirectly from the decision or action of the Procurement Entity;
- 2.3.7 The situations in which consultants participating in a procurement process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following–
- a) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the procurement process or execution of contract;
 - b) If they receive or have received any direct or indirect subsidy from any other bidder;
 - c) If they have the same legal representative for purposes of the bid;
 - d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
 - e) If they participate in more than one bid in the same bidding process;
 - f) If they have controlling partners in common;
- If a consultant or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in any way;
- 2.3.8 In the 'Technical Proposal Submission Form ' to be submitted by the consultant, as per format given in Section 3: "Technical Proposal–Standard Forms", all Consultants shall provide a signed statement that the Consultant, (including all members of JV and Sub-Consultants, if any) is neither associated nor has been associated directly or indirectly with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract;
- 2.3.9 In case of a holding company having more than one independent unit or more than one unit having common business ownership or management, only one unit shall be allowed to submit proposal or quote to prevent any conflict of interest. Similar restrictions shall apply to closely related sister or subsidiary companies. Such consultants must proactively declare such sister or subsidiary company or common business or management units in similar lines of business.

2.4 Unfair Competitive Advantage

- 2.4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in

the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

2.5 Code of Integrity

2.5.1 The Client and all officers or employees of the Client, whether involved in the procurement process or otherwise, or Consultants and their representatives or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.

2.5.2 Govt. of Assam prescribes to the Client and Consultants to uphold the Code of Integrity, which prohibits officers or employees of a Client or a person participating in a procurement process the following:

- (a) Any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (b) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (d) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- (e) any financial or business transactions between the bidder and any officer or employee of the procuring entity, who are directly or indirectly related to tender or execution process of contract;
- (f) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (g) any obstruction of any investigation or audit of a procurement process;
- (h) making false declaration or providing false information for participation in–
 - (i) tender process or to secure a contract;
 - (ii) disclosure of Conflict of Interest;
 - (iii) disclosure by the Consultant of any previous transgressions with any entity (Government or Semi-government) in India, during the last three years.

2.5.3 In case of any breach of the Code of Integrity by a Consultant or a prospective Consultant, as the case may be, the Client after giving a reasonable opportunity of being heard, may take appropriate measures including–

- (a) exclusion of the Consultant from the procurement process;
- (b) calling off of pre-contract negotiations;
- (c) recovery of payments made by the Client along with interest thereon at bank rate;
- (d) cancellation of the relevant contract and recovery of compensation for loss incurred

- by the Client;
- (e) debarment of the consultant from participation in future procurements of any Procuring Entity for a period not exceeding three years

2.6 Eligibility Criteria

- 2.6.1 Consultant shall be a natural person, private entity, government- owned entity or any combination of these having a formal intent and legal competency to enter into an agreement or contract and a reregistered under respective Act and jurisdiction in India or any other country with which India has not banned trade relations. The Consultant can either be a single entity or a consortium of entities (joint venture).
- 2.6.2 Consultant should not have a Conflict of Interest as prescribed and specified in ITC Para 2.3, which materially affects fair competition.
- 2.6.3 In addition, any consultant participating in the procurement process shall–
 - (a) have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority;
 - (b) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
 - (c) not have, and their directors and officers do not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
 - (d) not be debarred by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them in India.
- 2.6.4 In the 'Technical Proposal Submission Form' to be submitted by the consultant, as per format given in Section-3: "Technical Proposal – Standard Forms", all consultants shall provide an Affidavit that the consultant continues to fulfill the eligibility requirements given in ITC Para 2.6.

Preparation of Proposals

2.7 General Considerations

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

2.8 Cost of Preparation of Proposal

- 2.8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

2.9 Language

2.9.1 The proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in English language.

2.10 Documents Comprising of Proposal

2.10.1 The Proposal shall comprise the documents and forms **listed in this RFP document including (a) "Section-IV: Technical Proposal Standard Form", (b) "Financial Proposal Standard Form" and Data Sheet.**

2.10.2 The participating consultants shall also submit hardcopies of the "**Key Documents**" in the office of the Client, in addition to online submission of the financial and technical proposal. Key Documents shall comprise the documents as mentioned in the DS.

2.11 Only One Proposal

2.11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

2.12 Proposal Validity

2.12.1 The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

2.12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

2.12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.

2.13 Extension of Validity Period

2.13.1 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

2.13.2 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

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

2.14 Substitution of Key Experts at Validity Extension

2.14.1 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical

evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

- 2.14.2 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

2.15 Sub-Contracting

- 2.15.1 The Consultant shall not subcontract any part of the contract/services without prior consent of the Client.

2.16.1 Clarification & Amendment of RFP

2.16.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will upload copies of the responses (including an explanation of the query but without identifying its source) on the e-Procurement portal (i.e., <http://gem.gov.in>) for the knowledge of all shortlisted Consultants. Should the Client deem it necessary to amend the RFP because of a clarification, it shall do so following the procedure described below:

2.16.2 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in e-Procurement portal. The amendment shall be binding on all shortlisted Consultants. It shall be the responsibility of all shortlisted Consultants to access e-Procurement portal from time to time to be informed about notifications or amendments, if any, issued by the Client. The Client is not obliged to communicate consultants individually for any amendment and clarifications to the RFP document.

2.16.3 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

2.16.4 The Consultant may submit a modified/withdraw the Proposal at any time prior to the proposal submission deadline as per the procedure prescribed in the e-Procurement portal.

2.17 Preparation of Proposal (Specific Considerations)

2.17.1 While preparing the Proposal, the Consultant must give particular attention to the following:

- a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. **In all such cases, a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal.** When associating with non- shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.
- b) The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative, and the Proposal shall be based on the Consultant's own estimates for the same.
- c) If stated in the **Data Sheet**, the Consultant shall include in its Proposal atleast the same time

input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for awarding accordance with the procedure in the **Data Sheet**.

- d) For assignments under the Fixed-Budget System (FBS) selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

2.17 Technical Proposal Format and Content

- 2.18.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive. Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
- 2.17.2 Depending on the nature of the assignment, the Consultant is required to submit a **Full Technical Proposal (FTP)**, or a **Simplified Technical Proposal (STP)** as indicated in the **Data Sheet** and using the Standard Forms as provided in **Section-IV** of this RFP.

2.18 Financial Proposal

- 2.19.1 The Financial Proposal shall be prepared using the Standard Forms provided in **Section-V** of this RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.
- 2.19.2 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract.
- 2.19.3 The Consultant shall express the price for its Services in Indian Rupees only.

Proposal Submission, Opening & Evaluation

2.19 Submission of Proposal

- 2.20.1 The Consultant shall submit both Technical and Financial Proposal online at the e-Procurement portal (i.e., <http://gem.gov.in>) within due date and time for submission of Proposal as mentioned in **Data Sheet**.
- 2.20.2 In addition to the online submission of complete proposals, the Consultant shall submit the hardcopies of the "**Key Documents**", in the manner and within the timeline as mentioned the **Data Sheet**. The list of documents that will constitute the "**Key Documents**" are also given in the **Data Sheet**.
- 2.20.3 The Consultant shall submit a signed and complete Technical Proposal comprising the documents and forms in accordance with ITC Para 2.18 (Technical Proposal Format & Content) online through e-Procurement portal.
- 2.20.4 An authorized representative of the Consultant shall sign all the documents contained in the technical proposal including the submission letters. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 2.20.5 A Proposal submitted by a Joint Venture participant shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

2.20.6 Formats for the Financial Proposal should be downloaded from the portal <http://gem.gov.in> and saved on Consultant's system without changing filename otherwise the same will not get uploaded. The Bidder should fill in the details in the same file and upload the same back to the portal. Sample Formats may be seen at **Section V: Financial Proposal-Standard Format** for reference only.

2.20 Confidentiality

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

2.21.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing sanctions procedures of Govt. of Assam.

2.21.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of award of Contract, if a consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

2.21 Opening of Technical Proposal

2.22.1 Technical Proposal submitted by the Consultants through the e-Procurement portal shall be opened online on the due date for opening of the Proposal as specified in the **Data Sheet** for evaluation by the Evaluation Committee (EC) duly appointed by the Client.

2.22.2 All the participating Consultants are also required to submit the hardcopies of the "**Key Documents**", if mentioned in the Data Sheet. The Proposal of those Consultants who fails to submit the hardcopies of the "**Key Documents**" within the due date and time, if specified in the Data Sheet shall be cancelled and excluded from further evaluation.

2.22 Evaluation of Technical Proposal

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

2.23.2 The financial proposals of a Consultant shall be considered for evaluation provided it is evaluated as responsive (technically qualified) in technical evaluation stage by the EC.

2.23 Financial Proposal for QBS

2.24.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

2.24.2 The Financial Proposal submitted by the top-ranked Consultant shall be considered for further negotiation acceptance.

2.24 Public Opening of Financial Proposals (For QCBS, FBS & LCS Method)

2.25.1 After the technical evaluation is completed, the Client shall notify/publish the evaluation result in the e-Procurement portal containing details about all the proposals and their responsiveness to the RFP, TOR and technical score awarded to them.

2.25.2 The Financial Proposals all qualified Consultants whose proposal found to be responsive by the TEC shall be opened online for further evaluation.

2.25 Corrections of Errors

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

2.25.2 The Consultant is deemed to have included all prices in the Financial Proposal, so neither corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC Para 2.27 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

2.26 Taxes

2.27.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in accordance with the instructions in the **Data Sheet**. Applicable taxes & duties shall be paid or reimbursed on actual basis.

2.27 Combined Quality & Cost Evaluation

2.28.1 Combined Quality & Cost Based Selection (QCBS): In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

2.28.2 Fixed Budget Selection (FBS): In the case of FBS, those Proposals that exceed the budget indicated in ITC Para 2.17.1.d) of the Data Sheet shall be rejected. The Client will select the Consultant that submitted the highest- ranked Technical Proposal that does not exceed the budget indicated in the RFP and invite such Consultant to negotiate the Contract.

2.28.3 Least Cost Selection: In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score and invite such Consultant to negotiate the Contract.

Negotiations & Award

2.29 Negotiations

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

2.29.2 The Client shall prepare minutes of negotiations that a resigned by the Client and the Consultant's authorized representative.

2.29.3 Availability of Key Experts:

- a) The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance

with Para 2.14 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

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

2.29.4 Technical Negotiations:

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

2.29.5 Financial Negotiations:

- a) The negotiations include the clarification of the Consultant's tax liability and how it should be reflected in the Contract.
- b) If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.
- c) The unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates.
- d) The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

2.30 Conclusion of Negotiations

- 2.30.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.
- 2.30.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations

2.31 Award of Contract

- 2.31.1 After completing the negotiations, the Client shall prepare the negotiated draft Contract; sign the Contract; and promptly notify the other shortlisted Consultants.
- 2.31.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

SECTION-III

3 Data Sheet

RFP DATA SHEET

["Notes to Client" shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the shortlisted Consultants]

A. General	
ITC Para Reference	
2.2.1	<p>Name of the Client: Assam State Rural Livelihoods Mission Society.</p> <p>Method of selection: Least Cost Selection (LCS) Method.</p>
2.2.2	<p>Financial Proposal to be submitted together with Technical Proposal:</p> <p>Yes</p> <p>The name of the assignment is:</p> <p>Hiring of an agency for providing Financial Management Support Services under DDUGKY, ASRLMS.</p>
2.2.3	<p>A pre-proposal conference will be held: Yes.</p> <p>Date of pre-proposal conference: 17th November 2025 at 11:00 A.M.</p> <p>Address: Assam State Rural Livelihoods Mission Society, Sivanath Gogoi Path, Panjabari, Guwahati-37.</p> <p>Telephone: <u>(0361)-2330542</u></p> <p>E-mail: asrlms.india@gmail.com.</p> <p>Contact person:- Jitendra Sarmah Project Manager Finance & Procurement Skills</p>
2.2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>Please refer to the Terms of Reference (ToR). Refer official website www.asrlms.assam.gov.in</p>

2.10.1	<p>The Proposal to be submitted online in e-Procurement Portal shall comprise the following:</p> <p>A. <u>Technical Proposal:</u></p> <p>For Full Technical Proposal (FTP):</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 <p>OR</p> <p>For Simplified Technical Proposal (STP):</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-4 (4) TECH-5 (5) TECH-6 AND <p>B. <u>Financial Proposal:</u></p> <ol style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3
2.11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible:- No</p>
2.12.1	<p>Proposals must remain valid for 90 days after the proposal submission deadline</p>
2.16.1	<p>Clarifications may be requested no later than 7 days prior to the submission deadline. The pre-bid queries should reach to the Client a day before the pre-bid meeting.</p> <p>The contact information for requesting clarifications is:</p> <p>Name and designation of contact person: <u>Mr Jitendra Sarmah, Project Manager-Finance & Procurement, Skills ASRLM.</u></p> <p>Address of contact person: Assam State Rural Livelihoods Mission Society, Sivanath Gogoi Path, Panjabari, Guwahati-37, Assam.</p> <p>E-mail:- asrlms.india@gmail.com.</p>

2.17.1 (a)	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s) No.</p> <p>Or</p> <p>(b) other shortlisted Consultants: No.</p>
2.17.1 (b) (do not use for Fixed Budget method)	<p><i>[If not used, state "Not applicable". If used, insert the following:</i></p> <p>Estimated input of Key Experts' time-input: 120 person-months. (5 key experts* 24 months)</p>
2.18.2	<p>The format of the Technical Proposal to be submitted is: Full Technical Proposal.</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
2.19.1	<p>Financial Evaluation will be based on Remuneration Cost only. Bidders are not required to mention "Reimbursable Cost" in the Financial Proposal submitted.</p>

C. Submission, Opening and Evaluation	
2.20.1	<p>The Consultants should submit their proposal online in e Procurement Portal i.e www.gem.gov.in on or before 8th December 2025 till 3:00 P.M.</p> <p><i>[In the event of the specified date of proposal opening being declared a holiday for the Client or due to administrative reasons, the bid extension date and time will be notified in the e-Procurement Portal i.e www.gem.gov.in]</i></p>
2.22.1	<p>(b) (a) Due date and time for online opening of Technical Proposal: 8th December 2025 at 3:30 P.M. Due date and time for online opening of the Financial Proposal of technically qualified Consultants: To be informed to qualified bidders.</p>
2.23.1	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p>Consultants technical proposal shall be evaluated in two parts. Part A (as mentioned below) shall be the Pre-Qualification Criteria (Mandatory Criteria) that the consultants must meet. Technical Proposals of Consultants who do not meet the criteria in Part A, shall not be further evaluated and the proposal shall be rejected.</p> <p>Technical Proposal of Consultants, who meet the criteria in Part A, shall be evaluated further using the scoring scheme contained in Part B below:</p>

Part A: Pre-Qualification Criteria (Mandatory Criteria):		
Sl. No.	Criteria	Documents Required
1	The Agency must be a Chartered Accountancy Firm registered with Institute of Chartered Accountants of India(ICAI) and in continuous practice in the field of audit/financial consulting services for last 7 years in India.	Registration certificate, Copies of PAN, TAN and GST registration, ICAI registration Certificate
2	The agency should have experience of atleast 3 assignments of having undertaken audit/financial consulting of community development sector projects funded by Government/world bank or other international agencies during the last 7 years	Copies of work order/contract agreement must be attached
3	The agency should have undertaken atleast one assignment as Financial Management Support Agency to any central/state govt office/PSU during the last 7 years. <i>Continuation of Single Assignment with any client by the bidder in consecutive years will be treated as One(1) assignment.</i>	Copies of work order/contract agreement must be attached
4	The firm must have office in Guwahati with full fledged manpower as per TOR requirement, IT and other infrastructure.	Necessary supporting documents must be attached
5	The firm should have an annual average turnover from consultancy business of INR 50 Lakh or above in the last three financial years i.e. 2021- 22, 2022-23, 2023-24	Statutory Audit report from CA to be attached.
6	The Agency must have available Key Professionals with domain expertise and experience as per Terms of Reference.	Self- certified details of available Key Professional with domain expertise and experience as per Terms of Reference
7	The bidder should not have been blacklisted by any Central / State Government (Central/State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices	Undertaking that the Bidder should not have been blacklisted by any Central / State Government (Central/State Government and Public Sector) or under a declaration of

		ineligibility for corrupt or fraudulent practices.									
Part B. Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:											
SL NO	EVALUATION CRITERIA	Max. Marks									
i)	<p>The agency should have experience of atleast 3 assignments of having undertaken audit/financial consulting of community development sector projects funded by Government/world bank or other international agencies during the last 7 years</p> <ul style="list-style-type: none"> ➤ 3-5 assignments-2 marks ➤ 6-8 assignments-4 marks ➤ Above 8 assignments- 6 marks <p>The agency should have undertaken atleast one assignment as Financial Management Support Agency to any central/state govt office/PSU during the last 7 years</p> <ul style="list-style-type: none"> ➤ 1-3 assignment-5 marks ➤ Above 3 assignments-7 marks <p>The firm should have an annual average turnover from consultancy business of INR 50 Lakh or above in the last three financial years i.e. 2021- 22, 2022-23, 2023-24</p> <ul style="list-style-type: none"> ➤ 50-70 lakhs- 3 marks ➤ Above 70-90 lakhs-5 marks ➤ Above 90 lakhs-7 marks 	<p>6</p> <p>7</p> <p>7</p>									
	Total Marks (Criteria i)	20									
<p>ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): [40]</p> <p><i>a) Technical approach & Methodology – 20 points</i></p> <p><i>b) Work plan as per Deliverables – 10 points</i></p> <p><i>c) Organization and staffing pattern- 10 points</i></p> <p><i>[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]</i></p> <p>iii) Key Experts' qualifications and competence for the Assignment:</p> <p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">SI No</th> <th style="width: 60%;">Position</th> <th style="width: 30%;">Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Team Leader (1)</td> <td>12</td> </tr> <tr> <td>2</td> <td>Team Members(4)</td> <td>28(7 Marks per position)</td> </tr> </tbody> </table> <p>Total points for criterion (iii): [40]</p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (Education, training, and Exposure): [20%]</p>			SI No	Position	Marks	1	Team Leader (1)	12	2	Team Members(4)	28(7 Marks per position)
SI No	Position	Marks									
1	Team Leader (1)	12									
2	Team Members(4)	28(7 Marks per position)									

	<p>2) Adequacy for the Assignment (Experience of Key Experts as detailed in TOR, No. of assignments, length of association with the current employer, etc. [60%]</p> <p>3) Relevant experience in the NE region (working level fluency in local language(s)/ knowledge of local culture or administrative system, government organisation etc. [20%]</p> <p style="text-align: right;">Total weight: 100%</p> <p>Total points for the four criteria: 100</p> <p>The minimum technical score (St) required to pass is: 75</p>
2.28.1	For the purpose of the evaluation, the Client will exclude GST payable on consulting services.
2.29.1 (LCS only)	There is no weightage for Technical Score in the final evaluation in Least Cost System(LCS) and the responsive technically qualified proposal received with the lowest price or cost shall be selected.
	D. Negotiations and Award
2.30.1	<p>Expected date and address for contract negotiations:</p> <p>Date: 15th February, 2026.</p> <p>Address: Assam State Rural Livelihoods Mission Society, Sivanath Gogoi Path, Panjabari, Guwahati-37, Assam.</p>
2.32.2	<p>Expected date for the commencement of the Services:</p> <p>Date: 1st March, 2026 at: Panjabari, Guwahati.</p>

SECTION-IV**4 Technical Proposal – Standard Forms²****4.1 Checklist of Required Forms****CHECKLIST**

Required for FTP/STP (√)		Form	Description	Page Limit
FTP	STP			
√	√	TECH-1	Technical Proposal Submission Form.	
"√/n" applicable	If	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
"√/n" applicable	If	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
√		TECH-2	Consultant's Organization and Experience.	
√		TECH-2A	A. Consultant's Organization	
√		TECH-2B	B. Consultant's Experience	
√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
√		TECH-3A	A. On the Terms of Reference	
√		TECH-3B	B. On the Counterpart Staff and Facilities	
√	√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√	√	TECH-5	Work Schedule and Planning for Deliverables	
√	√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

Note:

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

4.2 Technical Proposal Submission Form (TECH-1)

{Location, Date}

To: *[Name and address of Client]*

²{Notes to Consultant shown in brackets { } throughout Section 4 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: "We are hereby submitting our Proposal online, which includes this Technical Proposal and a Financial Proposal or, if only a Technical Proposal is invited "We hereby are submitting our Proposal, which includes this Technical Proposal online through the e-Procurement Portal."].*

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal as joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 2.12.1.
- (c) We have no Conflict of Interest in accordance with ITC 2.3.
- (d) We, along with any of our sub-consultants, sub-contractors, suppliers, or service providers for any part of our contract, are not debarred by Central Government, State Government, or any Public Undertakings, Autonomous Bodies, Authorities under them.
- (e) We undertake to observe the Code of Integrity as prescribed in ITC 2.5.
- (f) We undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 2.30.3 & 2.30.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 2.32.2 of the Data Sheet.
- (i) We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain, Yours sincerely,
Authorized Signature {In full and initials}:

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name):

In the capacity of:

Address:

Contact information (phone and e-mail):

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

4.2 Consultant's Organisation and Experience Form (TECH-2³)

Consultant's Organisation and Experience (For Full Technical Proposal)

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [] years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so, requested by the Client.

³ For Full Technical Proposal (FTP)

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client	Approx. Contract value (in Rs.)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2020–Apr.2021}	{e.g., “Improvement quality of”: designed master plan for rationalization of; }	{e.g., Ministry of..... }	{e.g., Rs.1 Cr./ Rs.1 Cr.}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2020}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on..... }	{e.g., Ministry of..... }	{e.g., Rs.1 Cr./ Rs.1 Cr.}	{e.g., sole Consultant}

4.3 Comments & Suggestions on ToR (Form: TECH-3)

Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be provided by the Client (Full Technical Proposal)

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A. On the Terms of Reference

{improvements to the Terms of Reference, if any}

B. On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

4.4 Approach, Methodology, and Work Plan (TECH-4)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE (For both STP & FTP)

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization and Staffing}
- a) **Technical Approach and Methodology.**{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs inhere.}
- b) **Work Plan.**{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.**{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

Request for Proposal

4.5 Work Schedule & Planning for Deliverables (TECH-5)

**WORK SCHEDULE & PLANNING FOR DELIVERABLES
(FOR STP AND FTP)**

N°	Deliverables ¹ (D-..)	Months											TOTAL	
		1	2	3	4	5	6	7	8	9	n		
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2)drafting													
	3) inception report													
	4) incorporating comments													
	5).....													
	6) delivery of final report to Client}													
D-2	{e.g.,Deliverable #2:}													
n														

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

Request for Proposal

4.6. Team Composition, Assignment, and key Experts' input (TECH-6)

**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS
(FOR STP AND FTP)**

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position	D-1	D-2	D-3	D-...					Home	Field	Total
KEY EXPERTS														
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home] [2-month] [0.5 m]	[1.0] [2.5]	[1.0] [0]									
K-2														
K-3														
											Total			

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet/TC24.1.
 - 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
 - 3 "Home" means work in the expert's office or residence. "Field" work means work carried out in the Client's city or office.
-  Full time input
 Part time input

4.7 Curriculum Vitae (CV)

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel..... /e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert's contact information: (e-mail.....,phone))

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

{day/month/year}

Name of Expert	Signature Date
----------------	-------------------

{day/month/year}

Name of authorized Representative of the Consultant (the same who signs the Proposal)	Signature
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SECTION-V

5 Financial Proposal - Standard Forms

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Summary of Costs

FIN-2 Breakdown of Remuneration

FIN-3 Reimbursable expenses

5.1 Summary of Cost (Form FIN-1)

SUMMARY OF COSTS

Item	Rate (%)	Cost (In INR)
Cost of the Financial Proposal		
(1) Remuneration		
(2) Reimbursables		Not Applicable
Total Cost Excluding GST		
IGST		
CGST		
SGST		
Total GST		
Total Cost including GST		

5.2 Breakdown of Remuneration (Form FIN-2)

BREAKDOWN OF REMUNERATION

A. Remuneration

No.	Name	Position (as in TECH-6)	Person-month/day Remuneration Rate	Time Input in Person per Month/day (TECH- 6)	Total
A	B	C	D	E	(D x E)
—	Key Experts				
K-1			[Home]		
			[Field]		
K-2					
Total Costs					

{The information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts.}

5.3 Breakdown of Reimbursable Expenses (FIN-3) :- Not Applicable

BREAKDOWN OF REIMBURSABLE EXPENSES

B. Reimbursable Expenses

No	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	Total- as in FIN-2}
Total Costs					

SECTION-VI

6 Terms of Reference

1. Background: Placement Linked Skill Development Training Program under Deendayal Upadhaya Grameen Kaushalya Yojana (DDU-GKY) in Assam is being implemented by the Assam State Rural Livelihoods Mission (ASRLMS) to cater to the challenges of creating a large number of Skill development and livelihood opportunities for the rural poor, occupational aspirations of the rural youth and to increase the income levels of rural poor in the State. ASRLMS is an autonomous body formed under the Panchayat and Rural Development Department, Govt. of Assam and registered under Societies Registration Act, 1864. It has been designated by Govt. of Assam to implement the Deendayal Antodaya Yojana-National Rural Livelihoods Mission in the state. As such, ASRLMS has been implementing DDU-GKY as a vertical under DAY-NRLM. The mandates of ASRLMS under DDU-GKY are:

- Mobilization of poor Rural Youth
- Training of rural youth for skill development and skill up-gradation
- Liaison with Skill providers, Corporate with Industries for training and placement support
- Capacity Building of professionals of DAY-NRLM across all levels, Panchayati Raj Institutions and Project Implementing Agencies (PIAs)
- Designing DDU-GKY promotional (IEC) strategies
- Documentation of best practices, success stories etc. (Knowledge Management)
- Placement and Post placement support including setting up of Migration Support Centers and Alumni Support Cell
- BPO services for the trainees as well as for general public
- Policy framing and advocacy for Skill Development Programmes in the state

Deendayal Upadhaya Grameen Kaushalya Yojana (DDU-GKY), the skill training and placement program of the Ministry of Rural Development (MoRD), occupies a unique position amongst other skill training programmes, due to its focus on the rural poor youth and its emphasis on sustainable employment through the prominence and incentives given to post-placement tracking, retention and career progression. Even as India moves towards becoming an international skills hub, there is a need to acknowledge the challenges preventing the rural poor from taking advantage of this momentous economic transition. Lack of formal education, marketable skills and other constraints imposed by poverty place significant entry barriers to today's job market. DDU-GKY is therefore designed to not only provide high quality skill training opportunities to the rural poor, but also to establish a larger ecosystem that supports trained candidates secure a better future.

The current target of the program in the state is to achieve training and placement of 78,508 rural youth by 2021. The key target beneficiaries of DDU-GKY are the rural youth from poor families. It gives priority to disadvantaged groups such as SC/ ST / women and minorities through its attention to market-led training programs to ensure employability, and its emphasis on partnership based skilling and placement delivery.

ASRLMS will hire the services of a **Technical Support Agency (TSA)**, that will provide support services for Finance matters of ASRLMS. For the purposes of technical assistance to the state unit for enhancing their program implementation capacity, it is envisaged that the technical assistance services in financial matters as per Guidelines and SOP of DDU-GKY, will be made available through the TSA.

2.Objective of the Consultancy:

To provide certain defined services to ASRLMS for carrying out program implementation and provide financial & technical assistance for DDU-GKY in the state.

3. Need for the Financial Management Support Agency:

The Financial Management Support Agency will provide support to the Accounts Team of DDU-GKY,ASRLMS at SMMUs, DMMUs and BMMUs in discharging responsibilities related to Financial Management, Tally Synchronization, Preparation of Financial Reports and Taxation related matters.

4.Scope of the Assignment:

The TSA will be responsible for providing high quality services to ASRLMS through deployment of qualified manpower. The manpower will be deployed as agreed in the agreement. This dedicated team of experts / professionals would be appointed by the Agency for carrying out the assignment. The agency would be mandated with the role of Technical Support Agency (TSA for DDU-GKY) for solutions for financial matters essentially as an effective project management unit.

The Technical Support Agency (TSA) will provide Financial Management support to the DDU-GKY vertical of ASRLMS in achieving the objective of the programme by focusing on following key function areas and outputs:

I. Financial Management Support:

The agency will provide support to Finance Team of State Mission Management Unit (SMMU) and District Accounts Manager/ District Project Manager at District level in the following matters:

Deliverables:

- (a) Ensure functioning of the system and facilitate the preparation and monthly / quarterly consolidation of the financial information as per Standard Operating Procedure (SOP) of DDU-GKY for the DMMU, BMMU and PIAs
- (b) Will verify and compile the Monthly Financial Reports of the DMMUs.
- (c) Provide training and support related to Financial Management and Accounting to SMMU, DMMU, BMMU and PIAs
- (d) Will verify the claims/proposals submitted by PIAs as per SOP of DDUGKY & DDUGKY 2.0 , RSETIs for instalment/fund release.
- (e) Will prepare reporting and accounting as per regulatory and legal requirements including taxation, annual report and accounts etc.
- (f) Filing and preparation of various statutory returns (like eTDS /GST filling) applicable to society and issuing certificate to concerned parties.
- (g) Will ensure proper reporting and accounting as per EPF regulation.
- (h) Monthly consolidation and reconciliation at state level of SOE/IUFR prepared by District & Block levels. Further, reporting it to World Bank, Govt. of India and Govt. of Assam as per the requirement.
- (i) Reconciliation of fund release at all levels.
- (j) Will prepare financial statements such as Receipt and Payment Account, Income & Expenditure A/c and Balance Sheet, etc. for the purpose of audit and consolidation of reports at the end of financial year.
- (k) Will examine the Fund Release Proposals submitted by DMMUs & BMMUs.
- (l) Will assist SMMU officials in conducting Audit of PIAs (interim/closure) under DDU-GKY, RSETIs & DMMU, BMMU if required.
- (m) Preparation of database of Prior or Post Review List of Contract comprising, Goods/Works/Non-Consulting/Consulting etc.
- (n) Verification and finalization of DDUGKY Candidates level data for payment of Post Placement Support (PPS), Incentives
- (o) Will provide advice and suggestions regarding legal financial matter as and when required.
- (p) Maintaining accounts in TALLY for both DDU GKY & RSETI programmes.

1. Schedule for completion of tasks

<u>Deliverables</u>	<u>Period</u>
(a) Provide training and support related to Financial Management and Accounting to SMMU, DMMU, BMMU and PIAs	As and when required.

(b) Maintaining accounts in TALLY software for SMMU.	Monthly
(c) Ensure functioning of the system and facilitate consolidation of the financial information from Monthly Financial Reports submitted by the PIAs/DMMUs & BMMUs	Monthly
(d) Will prepare reporting and accounting as per regulatory and legal requirements including taxation, annual report and accounts etc.	As and when required.
(e) Will ensure proper reporting and accounting as per EPF regulation.	Monthly
(f) Filing and preparation of various statutory returns (like eTDS filling) applicable to society and issuing certificate to concerned parties.	Monthly
(g) Reconciliation of fund release at all levels. Getting Bank reconciliation statements prepared for SMMU.	Monthly
(h) Conducting audit(interim/closure) of the PIAs at their respective head offices	As and when required.
(i) Prepare financial statements such as Receipt and Payment Account, Income & Expenditure A/c, Balance Sheet, etc for the purpose of audit. And consolidation of reports at the end of financial year.	As per requirement.
(j) Verification of installment claims by PIAs	Continuously.
(k) Any other task assigned by the competent authority	As per requirement.

5. Period of Assignment:

The services of the Consultancy will be for a period of Two Years (2) starting from the date of agreement. Depending on annual performance review of the selected agency, and available budget, the contract may be extended further as per requirement of the office and preformation of the Firm.

6. Data, services and facilities provided by the ASRLM (DDU-GKY)

- 1) Financial data will be provided as per the needs and requirement.
- 2) Accounts, administrative and procurement team of ASRLMS (DDU-GKY) will Support the team
- 3) Proper seating and filing arrangement will be made available.

7. Final output (i.e. reports etc) that will be required from the consultants.

Requirement will be as per scope of works and deliverables.

8. Composition of Procurement and Review Committee to monitor Consultants

The Procurement and Review Committee at SMMU will keep a watch on the deliverables of the assignments, take actions for the speedy settlement of the issues raised by consultant and timely follow up. Committee is set up under State Mission Director, ASRLMS with the following members: -

SMMU Members	Designation
State Mission Director	Chairman
Chief Financial Controller	Member
State Project Manager-Finance & Accounts	Member
Project Manager- Finance & Procurement	Member
Project Manager-Finance & Accounts, Skills	Member
Project Manager- Finance & Procurement, Skills	Member Secretary

Request for Proposal

9. Profiles of Team Members:

SI No	Key position	Minimum Qualification and Experience (Post Qualification)	Area of Specific Expertise desired & other terms
1	Team Leader(1)	<p>1) Chartered Accountant having at least 5 years of post qualification experience in assignments of internal Audit/External Audit/Financial Consulting work in externally aided project of Rural/Social Development Sector Projects funded by Central Govt./State Govt./World Bank or other international agencies</p> <p>2) Expert Knowledge of Tally accounting package and MS Excel.</p>	<p><u>Area of Specialization:</u> Preparation of Financial Reports IUFRR, Tally ERP 9 Synchronisation, DS return filing in similar Externally Aided Projects and Government Agencies</p> <p><u>Other Terms:</u> 1. Periodic travel to project areas & PIA Headquarters for audit is required whenever necessary. 2. Team Leader will have to attend SMMU-ASRLMS Office regularly during office hours.</p>
2	Team Member(4)	<p>1.M.COM/MBA(Finance)/CA Inter having atleast 2 years of post-qualification experience in assignment of internal Audit/External Audit/Financial Consulting work in externally aided project of Rural/Social Development Sector Projects funded by Central Govt./State Govt./World Bank or other international agencies.</p> <p>2. Working Knowledge of Tally accounting package and MS Excel.</p>	<p><u>Area of Specialization:</u> 1.Finance, Taxation and Procurement in similar externally aided projects and government agencies.</p> <p><u>Other Terms:</u> 1. Periodic travel to project areas & PIA Headquarters for audit is required whenever necessary. 2. Team Members will have to attend SMMU-ASRLMS Office regularly during office hours.</p>

10. Travel & logistic arrangement:

Travel & Logistic arrangement will be made by ASRLM for travel to District and PIA head

Offices which will be reimbursed as per the following rates below:

SI No	Key Positions	DA		Lodging Rate/Day		Local Travel/Day (Not applicable when Office Vehicle is used)	
		Within Assam(except for visit to Guwahati/Dispur)	For visit to Outside the State	Within Assam(except for visit to Guwahati/Dispur)	For visit to Outside the State	Within Assam(except for visit to Guwahati/Dispur)	For visit to Outside the State
1	Team Leader (1)	850	1250	1800	3500	600	1000
2	Team Member (4)	800	1000	1600	3000	400	750

11. Payment Schedule:

Payment will be made on Quarterly Basis according to the deliverables as mentioned in the approved work plan. The agency will be eligible for payment on satisfactory performance as per deliverables and recommendation of review committee.

PART II

Conditions of Contract and Contract Forms

CONTRACT FOR CONSULTANT’S SERVICES

Lump-Sum

Name of Assignment.....

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

1. Form of Contract

CONTRACT

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client]* (hereinafter called the “Client”) and, on the other hand, *[name of consultant]* (hereinafter called the “Consultant”).

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows:“...(herein after called the “Client”)and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]

WHEREAS

- (a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price
 - Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

2. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Client” means the Procuring Entity that signs the Contract for the Services with the Selected Consultant.
- (b) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (c) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (d) “Day” means a working day unless indicated otherwise.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC11.
- (f) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (g) “GCC” means these General Conditions of Contract.
- (h) “Government” means the Government of Assam.
- (i) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (j) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the

technical evaluation of the Consultant's proposal.

(k) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.

(l) "Party" means the Client or the Consultant, as the case maybe, and "Parties" means both of them.

(m) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(n) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(o) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(p) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law in India.

4. Language

4.1. This Contract has been executed in the English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice,

request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

7. Location

7.1. The Services shall be performed at such locations as are specified in **Appendix A**.

**8. Authority of
Member in
Charge**

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**9. Authorized
Representatives**

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.

10. Code of Integrity 10.1. The Client and all officers or employees of the Client, whether involved in the procurement process or otherwise, or Consultants and their representatives or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity

10.2. Govt. of Assam prescribes to the Client and Consultants to uphold the Code of Integrity, which prohibits officers or employees of a Client or a person participating in a procurement process the following:

- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- (v) any financial or business transactions between the bidder and any officer or employee of the procuring entity, who are directly or indirectly related to tender or execution process of contract;
- (vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (vii) any obstruction of any investigation or audit of a procurement process;

(viii) making false declaration or providing false information for participation in-

- a) tender process or to secure a contract;
- b) disclosure of Conflict of Interest;
- c) discloser by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procuring Entity
- d) during the last three years or of any debarment by any other Procuring Entity

10.3. In case of any breach of the Code of Integrity by a Consultant or a prospective Consultant, as the case may be, the Client after giving a reasonable opportunity of being heard, may take appropriate measures including–

- (i) exclusion of the Consultant from the procurement process;
- (ii) recovery of payments made by the Client along with interest thereon at bank rate;
- (iii) cancellation of the relevant contract and recovery of compensation for loss incurred by the Client;
- (iv) debarment of the consultant from participation in future procurements of the Govt. of Assam for a period not exceeding three years

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

12. Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of Services

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.

- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations here under.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.
- b. No Breach of Contract** 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures,

of carrying out the terms and conditions of this Contract.

**c. Measures
to be
Taken**

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence, the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

b. By the Consultant

- (a) If the Consultant fails to remedy a failure in the performance of its obligations here under, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC45.1.

If the Client is in material breach of its obligation pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

- c. Cessation of Rights and Obligations** 19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in ClauseGCC25,and(iv)any right which a Party may have under the Applicable Law.
- d. Cessation of Services** 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. Payment upon Termination** 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
 - (b) in the case of termination pursuant to paragraph (d)and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

- a. Standard of Performance** 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser

to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law
Applicable to
Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when as a matter of law or official regulations, the Govt. of India prohibits commercial relations with that country.

**21. Conflict of
Interests**

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

21.2 Conflict of interest for a Procuring Entity or its personnel and consultants is considered to be a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

21.3 Govt. of Assam describes the situations in which a Procuring Entity or its personnel may be considered to be in Conflict of Interest include, but are not limited to the following—

- a) Conflict of Interest occurs when the private interests of a procuring entity or its personnel, such as personal, non- official, extra- professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official;
- b) within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Procuring Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procuring Entity or its personnel in a position of obligation;
- c) Conflict of Interest also includes the use of assets of the Procuring Entity including human, financial and material

assets, or the use of the office of the Procuring Entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procuring Entity or its personnel does not favour;

- d) Conflict of Interest may also arise in situations where the Procuring Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favour, to benefit directly or indirectly from the decision or action of the Procurement Entity;

21.4 The situations in which consultants participating in a procurement process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following—

- a) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the procurement process or execution of contract;
- b) If they receive or have received any direct or indirect subsidy from any other bidder;
- c) If they have the same legal representative for purposes of the bid;
- d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
- e) If they participate in more than one bid in the same bidding process;
- f) If they have controlling partners in common;
- g) If a consultant or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in any way;

21.5 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting

from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.

22. Confidentiality

22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant

23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be provided by the Applicable Law.

24. Insurance to be Taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC13.

25. Accounting, Inspection and Auditing

25.1 The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client.

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

26. Reporting Obligations

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or

27. Proprietary Rights of the Client in Reports and Records

software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

28. Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

30. Replacement of Key Experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Removal of Experts or Sub-consultants

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine

that Consultant's Expert or Sub-consultant have acted in contravention to Code of Integrity provisions given in GCC 10, while performing the

Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

32.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of

(f) either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

(g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

33. Access to Project Site

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

34. Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

35. Services, Facilities and Property of the Client

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

36. Counterpart Personnel

36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

37. Payment Obligation

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THECONSULTANT

38. Contract Price

38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

39. Taxes and Duties

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.

40. Currency of Payment

40.1 Any payment under this Contract shall be made in Indian Rupees.

41. Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully setoff.

41.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty(60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 The Final Payment The final payment under this Clause shall be made only after the final report I have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by

the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.4 All payments under this Contract shall be made to the account of the Consultant specified in the **SCC**.

G. FAIRNESS AND GOOD FAITH

42. Good Faith

42.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

43. Amicable Settlement

43.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

43.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 44.1 shall apply.

44. Dispute Resolution

44.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

3. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1 and 6.2	<p>The addresses are:</p> <p>Client : _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail(where permitted): _____</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail (where permitted): _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state "N/A";</i> <i>OR</i> <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause GCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is</p> <p>_____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <i>[name,title]</i> _____</p> <p>For the Consultant: <i>[name,title]</i> _____</p>
11.1	<p><i>[Note: If there are no effectiveness conditions, state "N/A"]</i></p> <p><i>OR</i></p> <p><i>List here any conditions of effectiveness of the Contract, e.g., receipt by the Consultant of an advance payment, and by the</i></p>

	<p><i>Client of an advance payment guarantee (see Clause SCC 45.1(a)), etc.]</i></p> <p>The effectiveness conditions are the following: <i>[insert “N/A” or list the conditions]</i></p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be_____ <i>[insert time period, e.g.: four months].</i></p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be_____ <i>[e.g.: ten].</i></p> <p>Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be_____ <i>[insert time period, e.g.: twelve months].</i></p>
21.5	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC21.4.g</p> <p>Yes_____No</p>

23.1	<p>No additional provisions.</p> <p><i>[OR</i></p> <p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>“Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three]times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 40px;">(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="padding-left: 40px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “applicable law in the Client's country”</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of [insert amount and currency which should be not less than the total ceiling amount of the Contract];</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a</p>

	<p>minimum coverage of <i>[insert amount or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
<p>27.1</p>	<p><i>[If applicable, insert any exceptions to proprietary rights provision_____]</i></p>
<p>27.2</p>	<p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p>[The Consultant shall not use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the Client.]</p> <p><i>[OR]</i></p> <p>[The Client shall not use these <i>[insert what applies.....documents and software]</i> for purposes</p>

	<p>unrelated to this Contract without the prior written approval of the Consultant.]</p> <p>[OR]</p> <p>[Neither Party shall use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the other Party.]</p>
<p>32.1 (a) through (e)</p>	<p><i>[List here any changes or additions to Clause GCC 32.1. If there are no such changes or additions, delete this Clause SCC 321.]</i></p>
<p>32.1(f)</p>	<p><i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC32.1(f).]</i></p>
<p>38.1</p>	<p>The Contract price is: _____<i>[insert amount]</i> <i>[indicate: inclusive or exclusive]</i> of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: "be paid" or "reimbursed"]</i> by the Client <i>[insert as appropriate: "for" or "to"]</i> the Consultant.</p> <p>The amount of such taxes is _____<i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.</i></p>
<p>41.2</p>	<p>The payment schedule:</p> <p><i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <p>1st payment: <i>[insert the amount of the installment, percentage of the total Contract price. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount]</i></p> <p>2nd payment: _____</p> <p>.....: _____</p> <p>Final payment: _____</p>

	<p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC38.1.]</i></p>
<p>41.2.1</p>	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment of <i>[insert amount]</i> shall be made within <i>[insert number]</i> days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against <i>[list the payments against which the advance is off set]</i>.</p> <p>(2) The bank guarantee will be released when the advance payment has been fully setoff.</p>
<p>41.2.4</p>	<p>The account is:</p> <p><i>[insert account]</i>.</p>
<p>44.1</p>	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty(30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate professional body]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p>

	<p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two(2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate appointing authority]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the Arbitration and Conciliation Act, 1996 as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall be held in Guwahati, <i>India</i></p> <p>(b) the <i>English</i> language shall be the official language for all purposes; and</p>

	<p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
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4. Appendices to Contract

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client’s input, including counterpart personnel assigned by the Client to work on the Consultant’s team; specific tasks or actions that require prior approval by the Client.]

Insert the text based on the Section 5 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant’s Proposal. Highlight the changes to Section 5 of the RFP]

.....

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant’s Technical Proposal and finalized at the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

When the Consultant has been selected under Quality-Based Selection method, also add the following:

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.”]

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 41.2.1 and SCC 41.2.1]

{Guarantor letterhead}

Bank Guarantee for Advance Payment

Guarantor: _____ [insert commercial Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [insert Name and Address of Client]

Date: _____ [insert date] _____

ADVANCE PAYMENT GUARANTEE No.: _____ [insert number] _____

We have been informed that _____ [name of Consultant or a name of the Joint Venture, same as appears on the signed Contract] (hereinafter called "the Consultant") has entered into Contract No. _____ [reference number of the contract] dated [insert date] _____ with the Beneficiary, for the provision of _____ [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ [insert amount in figures] (_____ [amount in words]) is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____ [amount in words]¹) upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the

Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number_at____*[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the day of *[month]*_____, *[year]*,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

¹ The Guarantor shall insert an amount representing the amount of the advance payment.

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."