



## MANIPUR STATE RURAL LIVELIHOODS MISSION (MSRLM)

Department of RD&PR, Government of Manipur  
Loklaobung, Moirangkhom, Imphal-795001  
[www.manipursrlm.gov.in](http://www.manipursrlm.gov.in)



### Manipur State Rural Livelihood Mission

Department of Rural Development and Panchayati Raj

Government of Manipur

Loklaobung, Moirangkhom, Imphal- 795001

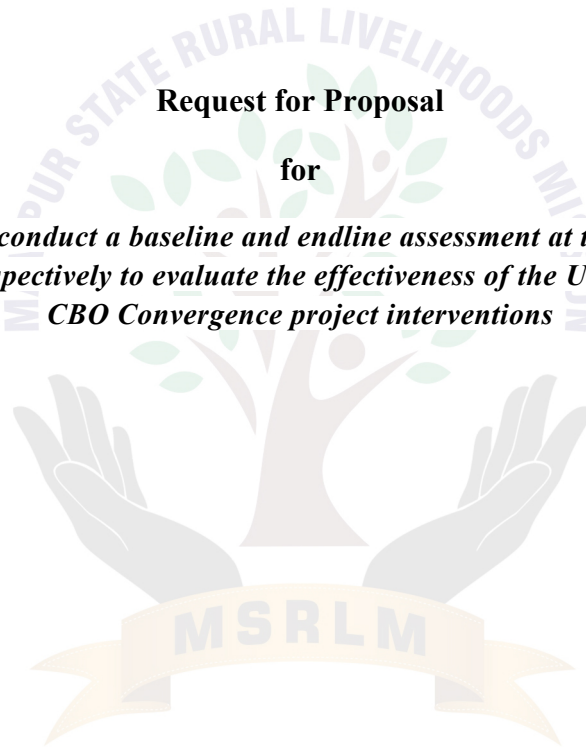
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Reference No: MSRLM- SISD/ FNHW BASELINE STUDY/ 2024

Request for Proposal

for

*Hiring of an agency to conduct a baseline and endline assessment at the beginning and end of the project period respectively to evaluate the effectiveness of the Universalisation of PRI CBO Convergence project interventions*





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### I. INSTRUCTIONS TO BIDDERS

1. **Cost of Bid:** The bidder shall bear all costs associated with the preparation and submission of bid and MSRLM in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
2. The bidder is expected to examine all instructions, forms, terms and conditions in the RFP document. Failure to furnish all information required by the RFP document or submission of a tender not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of the bid.
3. The bidder shall not make or cause to be made by any alternation, erasure or obliteration to the text of the RFP document.
4. The bidder shall be a Single Entity. A Joint Venture/ Consortium of entities is not allowed.
5. **Preparation of Bids**
  - 5.1 **Language:** Bids and all accompanying documents shall be in English language. In case any accompanying documents are in other languages, it shall be accompanied by an English Translation. The English version shall prevail in matters of interpretation.
  - 5.2 **Form of Bid:** The form of bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder. Relevant power of attorney for signing the bid should be attached.
  - 5.3 **Currencies of Bid and Payment:** The bidder shall submit his financial bid in Indian Rupees and payment under this contract will be made in Indian Rupees.
6. **Clarifications by Bidders**
  - 6.1 Bidders requiring any clarification on the RFP document may contact Procurement Division of the SMD MSRLM in writing by e-mail/ post/ courier within such date as specified in the Schedule of Bidding Process set out in Clause 16- Schedule of Bidding Process.
  - 6.2 All correspondence for clarifications should be submitted as per the format attached at 'Annexure-A' shall be uploaded on <https://manipurenders.gov.in>.
  - 6.3 MSRLM shall endeavour to respond to the queries raised or clarifications sought by the Bidders. However, MSRLM reserves the right not to respond to any query or provide



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any clarification, in its sole discretion, and nothing in this clause shall be construed, taken or read as compelling or requiring MSRLM to respond to any query or to provide any clarification.

- 6.4 At any time prior to the Bid Due Date, MSRLM may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder(s), modify the RFP document by way of issue of Addendum/Corrigendum/Clarifications. Any Addendum/Corrigendum/Clarifications thus issued shall be uploaded on <https://manipurtenders.gov.in>.

### 7. **Pre-Proposal Meeting**

- 7.1 To clarify and discuss issues with respect to the Project and the RFP Document, a Pre-Proposal meeting (“Pre-Proposal Meeting”) will be held as per the details provided in Clause 16- Schedule of Bidding Process. This will be via a VC, details of which would be shared nearer the time of the VC.
- 7.2 Prior to the Pre-Proposal meeting, the Bidders may submit a list of queries and propose suggestions in the word format as per ‘Annexure-A’, if any, to the RFP requirements.
- 7.3 Bidders may note that MSRLM will not entertain any deviations to the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 7.4 Bidders’ representatives attending the Proposal opening shall bring an authorization letter from the Bidder.
- 7.5 In case of any change in the schedule of Pre-Proposal Meeting, the same will be communicated to Bidders by posting on <https://manipurtenders.gov.in>.
- 7.6 Attendance of the Bidders at the Pre-Proposal Meeting is not mandatory. MSRLM will endeavour to respond to all queries received by the scheduled date as per clause 16 from all Bidders, irrespective of attendance of the Bidder in the Pre-Proposal Meeting.
- 7.7 No interpretation, revision, or other communication from MSRLM regarding this solicitation is valid unless in writing. MSRLM may choose to send to all Bidders whose Proposals are under consideration, in writing or by any standard electronic means such as Mail or by uploading on website(s) of responses, including a description of the enquiry but without identifying its source to all the Bidders.



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### 8. Format and Signing of Bid

- 8.1 The documents comprising the bid shall be typed and all pages of the bid shall be signed by a person duly authorised to sign on behalf of the bidder.
- 8.2 The bid shall contain no alternations, omissions or additions except those to comply with instruction issued by MSRLM or are necessary to correct errors made by the bidder, in which case such corrections shall be initialled/singed by the person signing the bid.
- 8.3 **The bids should be properly typed, numbered, signed and scanned so that they are clear. Any unclear/illegible pages/evidences if found would not be considered or scored.**

### 9. Submission of Bids

- 9.1 The bidder shall submit their offer under two bid bases i.e. Technical and Financial Bid, complete in all respect, in separate files when inviting proposals by email/ envelopes (both in a sealed outer envelopes) when inviting proposals by hard copies.
- 9.2 The Technical Bid should be clearly named as '**Technical Proposal {Name of Bidder}**' and should not contain any financial information. If any financial information is found in the Technical Proposal, the bidder would be disqualified.
- 9.3 The Financial Bid should be clearly named as '**Financial Proposal {Name of Bidder}**' and should be password protected when inviting proposals by email. If the file is not password protected, the bidder would be disqualified.
- 9.4 Please note the total attachments size should not exceed 50MB when inviting proposals by email and if the inviting proposal is through hard copies, then the outer envelope and inner envelopes should be properly sealed. If any envelopes are found to be unsealed, the proposals will be disqualified.
- 9.5 The bidders should not send any bids by hand/courier etc. These would not be accepted.
- 9.6 **Validity of Bid:** The bid must remain valid and open for acceptance for a period of days from the date of opening of Bid.



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### 10. Late and Delayed Bids:

10.1 Bids must be received not later than the date and time stipulated in the RFP document. MSRLM may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of MSRLM and the bidder will be the same.

9.7 Please try and send your bids by **email** well before the deadline keeping in mind any network/technical issues. **Proposals not received by the deadline will be disqualified and will not be considered for evaluations.**

### 11. Opening and Evaluation of Technical Bid

11.1 Technical Bids will be opened in the presence of the bidders' representatives, **via a VC or face to face**, who choose to attend at the appointed place and time.

11.2 The Technical Bid of the bidder would be evaluated as per the eligibility criteria set out in the RFP document. Bids will be evaluated based on the information submitted by the bidders. However, MSRLM reserves the right to seek clarification/documents from the bidders, if MSRLM considers it necessary for proper assessment of the bid.

11.3 The Technical Bids will be evaluated based on eligibility criteria and only those Bidders whose Technical Proposals get a score of **75 (seventy-five) marks** or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (St).

### 12. Opening of Financial Bid and Final Evaluation

12.1 The Financial Bids of the technically qualified bidders shall be opened in the presence of such bidders' representatives who choose to attend (via VC/ or face to face).

12.2 The bidders will be asked to share the password for their financial bid document over the VC (or by email if they are unable to attend) on the day of the public opening.

12.3 The selection of the bidder shall be based on QCBS method in which weightage of Technical score shall be 75% and weightage of Financial score shall be 25%.

12.4 The lowest quoted Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The financial scores of other Proposals will be computed as follows:

$$Sf = 100 \times Fm/F$$

(F = amount of Financial Proposal)

12.5 Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores as follows:

$$S = St \times 75\% + Sf \times 25\%.$$

12.6 The Bidder having the highest combined score shall be the successful Bidder.



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### 13. **Right to accept any Bid and to reject any or all Bids**

- 13.1 SMD MSRLM is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing terminate the tendering process.
- 13.2 SMD MSRLM may terminate the contract/cancel the LOA if it is found that the bidder is blacklisted on previous occasions by any of the central/state government ministry/department/institutions/local bodies/municipalities/PSUs, etc.
- 13.3 SMD MSRLM may also terminate the contract/cancel the LOA in the event the Successful Bidder fails to furnish the performance security or fails to execute the agreement.

### 14. **Award of Contract**

- 14.1 SMD MSRLM will award the contract to the Successful Bidder to perform the contract satisfactorily as per the terms and conditions incorporated in the RFP document.
- 14.2 SMD MSRLM will communicate the Successful Bidder by Mail confirmed by letter transmitted by registered/speed post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award") shall prescribe the amount which SMD MSRLM will pay to the Successful Bidder in consideration of the execution of work/services by them as prescribed in the contract.
- 14.3 The Successful Bidder will be required to commence the assignment at the earliest as communicated by SMD MSRLM in this regard.
- 14.4 The Successful Bidder will be required to execute the contract for the services within a period of fifteen (15) days from the date of issue of Letter of Award.
15. Earnest Money Deposit and Performance **Security** (Not Required)



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### 16. Schedule of Bidding Process

MSRLM would endeavour to adhere to the following schedule:

Sr. No	Activity Description	Date
1.	Issue of RFP	07.03.2026
2.	Last date for submission of queries	13.04.2026 till 03:00 pm
3.	Pre-proposal meeting via VC/ face to face	10.04.2026 (Link to be shared)
4.	MSRLM 's response to queries	15.04.2026
5.	Last Date for Submission of Bids	21.04.2026 till 01:00 pm
6.	Date for Opening of Technical Bids (via VC)	22.04.2026 at 03:00 pm
7.	Date for Opening Financial Bids (via VC)	To be informed later

\* Venue of the Pre-Proposal Meeting – VIA Video Conferencing/ face to face.





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### II. EVALUATION CRITERIA

SN	Criteria	Marks	Supporting Documents Required
1	<p><b>Experience of proposed Key Professionals*:</b></p> <ul style="list-style-type: none"><li>• Team Leader .....30 Marks</li><li>• Researcher (Quantitative) ..... 20 Marks</li><li>• Researcher (Qualitative) ..... 20 Marks</li><li>• Field Manager ..... 10 Marks</li></ul> <p><b>Scoring Methodology:</b></p> <ul style="list-style-type: none"><li>• 50% marks will be awarded on meeting the minimum educational requirements.</li><li>• 25% marks will be awarded for meeting the relevant experience requirement.</li><li>• 25% marks will be awarded for relevant experience exceeding the minimum relevant experience requirement.</li><li>• Refer to page 18 (last para of TORs for requirements)</li></ul>	80	CVs as per template attached – CVs needs to be Customized to highlight educational and relevant experience requirements of the RFP. Generic CVs or CVs not clearly indicating therelevant educationaland relevant experience will be marked low or not scored.
2	<p><b>Approach and Methodology</b></p> <p>{Understanding of TORs, role of proposed team in the assignment, work plan and deliverables, etc.}</p> <p><b>Limited Understanding – up to 10 marks</b></p>	20	Documented format and Presentation to Committee



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	Moderate Understanding – 11 to 20 marks Excellent Understanding – 21 to 30 marks		
	<b>Total Marks</b>	<b>100</b>	
	Firms/agencies with minimum qualifying marks of <b>75</b> will be short listed for Financial Opening.		
	<b>Note *</b> - Bidders should not propose experts already proposed for other assignment/s of MoRD at National or State level. If any candidate is found to be proposed who is already proposed or engaged, then that bidder will be disqualified from this assignment and debarred by MoRD New Delhi.		





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### III. TERMS OF REFERENCE

#### Background

#### **About NRLM and Kudumbashree NRO**

The Government of India established the Deendayal Antyodaya Yojana - National Rural Livelihoods Mission (NRLM) to implement the strategy of poverty alleviation woven around community-based institutions. The Mission's primary objective is to reduce poverty through Women Self-Help Groups by promoting diversified and gainful self-employment and wage employment opportunities for sustainable increase in their incomes. In 2012, the Ministry of Rural Development, Government of India recognized Kudumbashree as a National Resource Organisation (NRO) under the National Rural Livelihood Mission. As an NRO, Kudumbashree holds the mandate to partner with interested State Rural Livelihood Missions (SRLMs) and provide them with technical and implementation support. The NRO became functional from May 2013 onwards as an integral part of Kudumbashree Mission. Between 2013 and 2022, Kudumbashree NRO has supported fifteen states in implementing PRI-CBO Convergence across 74 districts, 162 blocks and 2092 LSGIs (includes Gram Panchayat in PESA areas under schedule V and VI areas like Village Councils, Village Development Councils, etc.)

#### **Manipur State Rural Livelihood Mission (MSRLM):**

In 2014, the Manipur State Rural Livelihood Mission (MSRLM) was established under the auspices of the Rural Development and Panchayati Raj Department (RD & PR), Government of Manipur. MSRLM's primary mission is the effective implementation of the National Rural Livelihood Mission (NRLM) within the state's boundaries, with a central focus on poverty alleviation among economically disadvantaged households. This overarching objective is pursued through the formation and nurturing of Self-Help Groups (SHGs) and their subsequent federation, equipping them with the skills and resources essential for self-employment and sustainable economic independence.

#### **About PRI CBO Convergence Programme**

PRI-CBO Convergence model leverages upon the structure and role of PRIs and CBOs and creates synergies between them for working together on achieving the goals of local



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development. DAY-NRLM laid the foundation of a convergence between the local governments and the SHG federations by promoting sustainable Community Based Organizations to alleviate rural poverty and create livelihood opportunities. The PRI-CBO Convergence model was designed to partner these CBOs with local governments to enhance community participation in local governance and build an ecosystem to make local planning more democratic.

### **PRI-CBO Convergence Initiatives in Manipur**

In 2018, Manipur embarked on an ambitious journey known as the PRI-CBO Convergence project, forging a remarkable collaboration between a network of women's self-help groups (SHGs) and local governments. The initiative, implemented by the Manipur State Rural Livelihoods Mission (MSRLM) in partnership with Kudumbashree, a national resource organization under the National Rural Livelihoods Mission, aimed to strengthen the connection between communities and their local governance structures.

This collaborative endeavour took shape following a Memorandum of Understanding signed in December 2017, laying the foundation for the PRI-CBO Convergence project. Initially, it was launched as a pilot project in two districts, with its focus being the Imphal East district involving 12 Gram Panchayats (GPs) and the Tengenoupal district encompassing 33 villages. Over time, the scope of the project expanded significantly, covering 38 GPs across four blocks in Imphal East and 67 pilot villages across two blocks in Tengenoupal District.

At its core, the PRI-CBO Convergence project is about fostering engagement between communities, primarily through women's collectives, and local governments. This partnership extends beyond the communities and local governments to encompass various departments and schemes. The benefits are multifold: communities improve their livelihoods and social security, local governments extend their reach and improve service delivery, and departments enhance the quality of scheme implementation through close collaboration with communities.

The project's activities commenced in February 2018 and continued until March 2023, spanning a total of five years and three months. A key focus of the project was building the capacity of various stakeholders in the field, including Panchayati Raj Institutions (PRIs), Self Help Groups (SHGs), and community cadres. The community cadres, often referred to as Local Resource Group (LRG) or Convergence cadres, consist of grassroots community members



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selected and trained to lead project implementation in their respective areas. Additionally, a smaller group of women from the cadre, known as Internal Mentors, facilitated convergence activities at the block and district levels.

In total, 242 cadres and 33 Internal Mentors were developed and deployed in two districts of Manipur. They underwent comprehensive training facilitated by Mentor Resource Persons from Kudumbashree, who brought extensive experience and knowledge in various aspects of community development and convergence. This approach, where local cadres from the community were trained by experienced mentors, was a fundamental strategy adopted by the PRI-CBO Convergence project. The active participation of women in project processes increased their visibility and engagement in decision-making, creating ripple effects in the way communities interacted with governance and administration institutions.

The project's success led to the promotion of selected LRGs/Convergence cadre members to Internal Mentors, who provided essential support and guidance to new cadres in the two districts, ultimately strengthening Village Level Federations (VLFs). The project prioritized education of various stakeholders through its processes, ensuring sustainability. As the community cadres evolved through different project stages, they undertook diverse activities for community mobilization and established partnerships with local governments. These initiatives encompassed adult education programs, health camps, enrolment fairs, strengthening of citizen committees, and campaigns against issues such as drug abuse, alcoholism, and plastic pollution.

The dedication of the cadres not only resulted in achieving the project's objectives, improving community access to entitlements and livelihood programs, but also triggered a shift in the mindset of communities toward such initiatives. This shift was evidenced by increased women's participation in Gram Sabhas, improved liaison with local governments, and a sense of ownership seen in SHG federations. These federations became more proficient at assessing available resources, planning and executing community initiatives, and monitoring their progress.

The formation of Social Action Sub Committees within Village Level Federations enhanced their capacity for effective operation. These collective efforts fostered stronger partnerships



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between communities and local governments, including Panchayati Raj Institutions (PRIs) and Village Authorities. This collaboration marked a significant stride towards inclusive and empowered local governance, ultimately benefiting the people of Manipur.

### Objectives of the Programme

The programme aims to achieve the following objectives:

1. To develop the democratic ability of the SHG federation to improve local participatory planning through
  - Increased awareness and access to rights and entitlements of the community
  - Representation of SHG members in functional committees (like, Gram Panchayat Planning and Facilitation Team- GPPFT and Ward Planning and Facilitation Team- WPFT) of the local governments
  - Representation and active participation of SHG members in the various citizens' committees such as Anganwadi Level Monitoring and Support committee (ALMSC) at the village level
  - Active role of SHG in planning and implementation of MGNREGS
  - Enhancing the participation of SHG members in democratic platforms such as Gram Sabha
2. To develop a pool of state and local resource networks to facilitate activities on field
  - Selection and training of state and local resource networks
  - Capacity building of state and local resource networks
3. To increase engagement with local government and line departments to enhance the service delivery mechanism within the community
  - Establish link of CBO network with Panchayat and line departments
  - Creation of institutional platforms to enhance the engagement of CBO network with Panchayat representatives and line department officials
  - Capacity building of CBO members to explore the avenues of convergence to enhance the service delivery mechanism within the community
4. To strengthen institutional platforms and revive the existing convergence platforms at different levels
  - Reactivation of existing institutional platforms for convergence
  - Ensure representation of SHG members/ community to strengthen these platforms



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### Project Area:

- Project Duration: 18 months
- Details of selected project area are as under:

State	No. of Districts	No. of Blocks	No. of GPs	No. of CLFs
Manipur	7	20	254	12

### Expected Outcomes of the Project:

The outcomes envisaged for universalisation of PRI-CBO Convergence are:

1. Involvement of women - led institutions of the poor into the local democratic structure by building their capacities to identify and access developmental opportunities and strengthening the established forums of democracy
  - Members of the SHG network will know and be able to access different entitlements for poverty alleviation
  - Members of the SHG network will be capacitated to be part of different platforms of convergence like the Gram Panchayat Planning & Facilitation Team (GPPFT), Gram Panchayat Coordination Committee (GPCC), School Management Committees (SMC), etc.
  - Increased participation of SHG federations in local democratic forums like Gram Sabha, Aam Sabha, Mahila Sabha as well as presentation of plans in such forums.
2. Establishing and strengthening institutional platforms of convergence and forums through policy level changes
  - Formation and strengthening of coordination committees like Village Organization Coordination Committee and Gram Panchayat Coordination Committees to ensure that these committees can initiate convergence initiatives at the community level
  - Activating and/or strengthening existing convergence platforms like Gram Panchayat Planning & Facilitation Team and citizens' committees for community monitoring like Anganwadi Level Monitoring and Support Committees, School Management Committees, etc through increasing the representation of SHG members.
  - Policy level changes to institutionalize the changes taking place at the community level through effective coordination with the concerned departments and Ministries at the state, district and block level consecutively.
3. Addressing immediate challenges as identified locally and contributing to the SDG agenda of 2030



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- A direct outcome of the capacitation efforts of the community cadres and VO / CLF leaders will be that the SHG federations will be able to initiate and lead different community-led social development initiatives (like health camps and awareness campaigns, literacy campaigns, convergence melas with departments, gender rallies and campaigns, etc.) specific to their local needs, and by converging the locally available resources and support
- PRI-SHG Convergence will also ensure that joint efforts are undertaken by the LSGIs and SHG federation to work towards the fulfilment of the 'Sankalp' identified by the local governments under SDG 2030

### Scope of work

The overall approach for evaluation of the project will be comparison of changes in outcomes over the course of the project across participants.

In view of the evaluation requirement and available timelines, the agency is expected to do the following:

- a. Implement the study on the ground –partnering with local academic institutions, hiring of local field researchers conducting the primary data collection and data analysis.
- b. Prepare reports and make a presentation to NRLM, SRLMs and its technical support partners. Prepare district, block and state level factsheets and data dissemination to NRLMs and SRLMs

Agency might conduct the survey through Computer Assisted Personal Interviewing (CAPI) using smartphones or tablets. The agency will be responsible for the digitization of survey tools on ODK based platforms like Survey CTO, Kobo tools, ONA, etc.



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### Target Group and Sample Size

For the universalization of PRI-CBO Convergence project, MSRLM will be taking up 7 Districts in which two districts i.e., Tengnoupal and Imphal East will be the immersion sites.

State	No. of Districts	No of Blocks	No of Blocks for proposed Baseline and Endline
Manipur	7	20	2

Name of the District	Name of the Blocks	Target Group	No. of respondents
Imphal West	Haorangsabal	VLF/SHGs	100
Thoubal	Lilong	VLF/SHGs	100

### Total sample size = 200 Respondents

In each block all VLFs will be covered and within each VLF, about 4 to 5 households will be selected using a random sampling approach.

In addition, the following qualitative interviews need to be conducted.

Stakeholders	Suggestive Indicators for Surveys	Suggestive of No. of respondents per block	Types of Interviews
SMMU, DMMU and BMMU	<ul style="list-style-type: none"><li>Convergence within various thematic</li><li>Convergence with line departments</li><li>Convergence with State, District and Block level Panchayati Raj Departments</li></ul>	3 KIs for the entire sample (i.e. SMMU-1 DMMU- 1 per sample district BMMU- 1 per sample block)	Key informant interview



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<p>SHG Members/ Groups</p>	<ul style="list-style-type: none"> <li>• Activities taken up by SHG with Panchayat/LD (awareness drives, livelihood activities, mobilization etc)</li> <li>• Trainings to SHG</li> <li>• Knowledge of GPDP</li> <li>• Knowledge of VPRP</li> <li>• Role in preparation of VPRP</li> </ul> <p>Representation in Functional Committees</p> <ul style="list-style-type: none"> <li>• Knowledge on Gram sabhas</li> <li>• Participation in Gram Sabha</li> <li>• Awareness on ALMSC, VHSNC</li> <li>• Representation in ALMSC, VHSNC</li> <li>• Knowledge on MGNREGS</li> <li>• Knowledge on schemes and entitlements like SBM, Job card</li> </ul> <ul style="list-style-type: none"> <li>• Activities taken up by VO (awareness drives, livelihood activities, mobilization etc)</li> <li>• Trainings to VLF executive committee</li> <li>• Training to subcommittees</li> <li>• Knowledge of GPDP</li> <li>• Knowledge of VPRP</li> <li>• Role in preparation of VPRP</li> </ul> <ul style="list-style-type: none"> <li>• Activities taken up by CLF (awareness drives, livelihood activities, mobilization etc)</li> <li>• Special initiatives by CLF</li> <li>• Vision of CLF</li> <li>• Trainings to CLF executive committee</li> <li>• Training to subcommittees</li> <li>• Knowledge of GPDP</li> <li>• Knowledge of VPRP</li> <li>• Role in preparation of VPRP within the GP/Village</li> <li>• Knowledge of functional committees</li> </ul>	<p>2 FGDs per block</p>	<p>Focus group discussion</p>
--------------------------------	---	-------------------------	-------------------------------



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	<ul style="list-style-type: none"><li>• Trainings received</li><li>• Special trainings to WERs</li><li>• Knowledge of CBO network</li><li>• Knowledge of GPDP</li><li>• Knowledge of VPRP</li><li>• Knowledge of functional committees</li><li>• Initiatives taken up with the CBO network</li><li>• Knowledge of Village Poverty Reduction Plan</li><li>• Conduct of Gram Sabha: Quorum, representation from line departments</li><li>• Knowledge of committees within the GP/Village</li><li>• Any special interventions taken up</li><li>• Formation of the committee</li><li>• Composition of the committee- SHG representation in GSDCC</li><li>• Training and capacity development sessions</li><li>• Activities undertaken for GPDP (Environment building, situation analysis, preparation of Development Status Report, Visioning etc)</li><li>• Engagement with local government representatives</li><li>• Engagement with CBO network</li><li>• Knowledge of GPDP and VPRP</li><li>• Role in VPRP</li></ul>		
--	---	--	--



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### Deliverables

Considering the stated objectives and the available timeframe, the agency is responsible for providing the following:

- a. Develop the study instrument, including a translated questionnaire.
- b. Create digitized study instruments and utilize app-based data collection platforms. Ensure the use of licensed platforms to facilitate data hosting.
- c. Provide handheld tablets compatible with the data collection platform.
- d. Present a detailed data collection roll-out plan.
- e. Recruit and train survey enumerators for the fieldwork.
- f. Conduct a quality assurance exercise, including cross verification of at least 15% of the sampled data through back checks and spot checks.
- g. Produce reports and presentations that analyse the collected data, along with the final datasets.

### Timelines

The entire project should be finalized within a three-month period, starting from the date of contract signing.



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### Reports and Schedule of Deliveries

The agency will deliver the following as per the specified timelines:

SN	Deliverables	Timeline
1.	Research methods with required sampling size and analysis plan	Within 5 days of the contract signing
2.	Submit the study instruments (the basic instruments will be provided - the agency needs to fine tune the instruments and undertake the translation and back translation)	Within 10 days of the contract signing
3.	Submit data collection micro plan	Within 10 days of the contract signing
4.	Digitization of study instruments	Within 15 days of the contract signing
5.	Train survey enumerators	Within 30 days of the contract signing
6.	Complete data collection	Within 60 days of the contract signing
7.	Present the first draft report and presentation	Within 70 days after the data collection
8.	Present the final report and presentation	Within 80 days after the data collection
9.	Submit the final reports and presentations of baseline survey	Within 90 days after the data collection
10.	Undertake endline survey	To be communicated later (tentatively to be initiated 3 -4 months before end of project period)



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11	Submission of final report and presentation of endline survey	Within 12 days after the data collection
----	---	--

### Budget Ceiling

The maximum budget for conducting the baseline and endline assessment under the Universalisation of PRI-CBO Convergence Project shall not exceed **INR 25,00,000 (Rupees Twenty-Five Lakhs only)** inclusive of all applicable taxes, field expenses, travel, data collection, analysis, reporting, and any other incidental costs. Bidders are required to submit their financial proposals within this ceiling amount. Any proposal exceeding the specified budget limit shall be liable to be rejected.

### Terms of Payment

Payment will be made to the research agency on the basis of accomplishments of key milestones which are as below:

SN	Deliverables	Timeline	Payment
1.	Inception Report and Study instruments	Within 15 days of the contract signing	30%
2.	Draft report and presentation	Within 70 days after the data collection	30%
3.	Final reports and presentation	Within 90 days after the data collection	40%

### Responsibilities of NMMU

1. Facilitate the provision of pre-reads and available data.
2. Organize meetings with SRLM officials and partners to gather their insights.
3. Offer essential feedback on shared project components.
4. Issue letters, if necessary, to initiate field processes.
5. Provide the foundational study instrument.



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### Required Experience and Expertise

1. Possess a minimum of a decade's experience in the rural development sector.
2. Demonstrate a proven track record in conducting similar CAPI assignments for esteemed clients.
3. Exhibit profound knowledge and expertise in working with government systems, rural development schemes and programs, local governance, and the Self-Help Group network.
4. Employ team members with a proven background in research, evaluation, and surveys.
5. Show familiarity with the NRLM ecosystem and community-based organizations/women collectives.

### Core Team's Qualifications and Experience

SL. No	Name, Designation	Educational Requirements	Relevant Experience Requirement
1	Team Leader	Post graduate degree in Economics/ Rural Management/ Business Management/ Development Studies or any other relevant field	Minimum of 5 years of experience in handling large scale socio-economic household surveys and qualitative surveys.
2	2.1 Researcher (Qualitative)	Post-Graduate degree in Management/ Social Work/Economics	Minimum 4 years of experience in qualitative evaluation of large household level surveys and qualitative surveys.  Knowledge of Qualitative Software.
	2.2 Researcher (Quantitative)	Post-Graduate degree in Economics/ Statistics/ Econometrics/ Mathematics	Minimum experience of 4 years in working with large household level surveys in rural development sector.  Knowledge of Quantitative Software.



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3	Field Manager	Graduate in any Discipline	Minimum experience of 4 years in working with large household level surveys and qualitative surveys
---	---------------	----------------------------	---

### Application Process

The agency is expected to respond to SRLMs' Request for Proposals (RFP) and submit proposals in accordance with RFP conditions.

The Technical Proposal should encompass the following sections:

1. Introduction (1 page)
2. Objectives, methodology, and sampling design (6-8 pages)
3. Project Deliverables (1-2 pages)
4. Project Management Approach, including quality management of field data collection and other evaluation stages (2-3 pages)
5. Work plan and activity-wise timeline (1-2 pages)
6. Broad structure for Analysis (spanning baseline and endline)
7. Appendix: Project Team Staffing (CVs of key personnel to be deployed)
8. Appendix: Company/Organization Overview with details of similar projects completed in the last 3-5 years (4-5 pages)
9. Detailed and itemized Pricing

### Support to be provided by the SRLMs

The state Mission would continuously supervise the assignment and facilitate conduct of the studies/ surveys. The Mission would facilitate sharing of information by SMMU, DMMU, and BMMUs with the survey agencies. The Mission would also ensure provision of logistic support for smooth conduct of field surveys. All relevant Mission documents, including MIS, which are not in the nature of classified documents, will be made available to the survey agency on request. The Mission will also facilitate interviews with the key staff, on prior appointment. However, the survey agency will be responsible for all study related travel including field travel and food and accommodation for the field staff throughout the contract. The survey agency should also provide regular feedback about progress and status of survey, issues therein and inputs on the basis of field assessment, as and when available.



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### Ownership of data and reports

The state Mission shall be the owner of the outputs and other deliverables of the survey agency. The survey agency will have no right of claim to the assignment or its outputs. Any report/document/material produced as part of these assignments shall be deemed to be the property of the state Mission funding the assignment and the survey agency will not have any claim over such outputs and will not use or reproduce the contents of the documents without the explicit written permission of the state Mission.

**Both the Technical and Financial Proposals should be submitted in accordance with the conditions stipulated in the RFP and within the specified timeframe.**





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### Annexure-I

#### IV. TENDER SUBMISSION LETTER

To

The State Mission Manager  
Manipur State Rural Livelihood Mission (MSRLM)  
Department of Rural Development and Panchayati Raj  
Loklaobung, Moirangkhom, Imphal, Manipur- 795001

Sub: RFP for Hiring of an agency to conduct a baseline and endline assessment at the beginning and end of the project period respectively to evaluate the effectiveness of the project interventions.

Ref: MSRLM- SISD/ FNHW BASELINE STUDY/ 2024

I/ We, the undersigned, offer to provide above services to MSRLM. We are hereby submitting our bid, in a sealed envelope.

I/We, hereby declare that:

- (a) We are enclosing and submitting herewith our Bid, with the details as per the requirements of the tender, for your evaluation and consideration.
- (b) I/We have read carefully the terms and conditions of tender document attached hereto and hereby agree to abide by the said terms and conditions.
- (c) The bid is unconditional.
- (d) I/We undertake that documents submitted are genuine/authentic and nothing material has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.
- (e) We shall make available to the Many additional information it may find necessary or require to clarify, supplement or authenticate the Bid.
- (f) Until a formal agreement is prepared and executed, acceptance of this tender document shall constitute a binding contract between MSRLM and us subject to the modifications, as may be mutually agreed to, between MSRLM and us.



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- (g) We agree to keep this bid valid for acceptance for a period of one hundred twenty (120) days from the date of opening the bid.

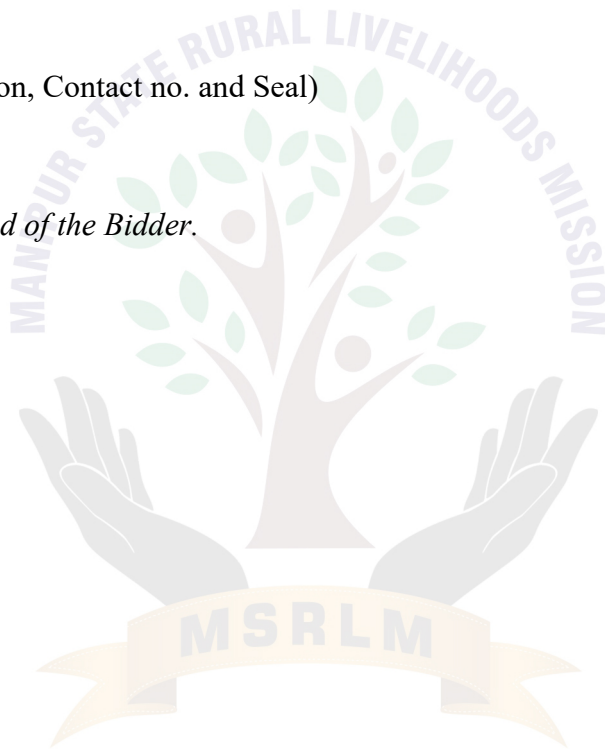
We understand that the MSRLM is not bound to accept any tender that the MSRLM receives.

Yours faithfully,

Authorised Signatory

(with Name, Designation, Contact no. and Seal)

*Note: On the Letterhead of the Bidder.*





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### Annexure-II

#### V. BIDDER'S AUTHORIZATION CERTIFICATE

To,

The State Mission Manager  
Manipur State Rural Livelihood Mission (MSRLM)  
Department of Rural Development and Panchayati Raj  
Loklaobung, Moirangkhom, Imphal, Manipur- 795001

Sub: RFP for Hiring of an agency to conduct a baseline and endline assessment at the beginning and end of the project period respectively to evaluate the effectiveness of the project interventions.

Ref: MSRLM- SISD/ FNHW BASELINE STUDY/ 2024

Dear Madam,

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorised to sign relevant documents on behalf of the company/ firm in dealing with tender No. MSRLM- SISD/Baseline study/2024/PRI- CBO CONVERGENCE UNIVERSALISATION dated \_\_\_\_\_. He/ She is also authorised to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,



## MANIPUR STATE RURAL LIVELIHOODS MISSION (MSRLM)

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Name of the Bidder: -

Authorised Signatory: -

Verified Signature:-

Seal of the Organisation:-

Date:-

Place:-

Note: Please attach the valid power of attorney in favour of person signing this authorisation letter.





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## Annexure-III

### VI. PERFORMA FOR AFFIDAVIT

*(on non-judicial stamp paper of Rs. 100/-)*

I \_\_\_\_\_ Proprietor/Director/Partner of the firm M/s. \_\_\_\_\_ do hereby solemnly affirm that our firm M/s. \_\_\_\_\_ has never been blacklisted/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of Bid.

.....

Name of the Bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Place: \_\_\_\_\_

Date: \_\_\_\_\_



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### Annexure-IV

#### VII. INFORMATION ON BIDDER'S ORGANISATION

Sl.No.	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Incorporation status of the Bidder (Company or Firm) (Relevant Certificate to be submitted in Technical Bid)	
4.	Year of Establishment	
5.	Valid GST registration No. (Copy of certificate to be submitted)	
6.	Permanent Account No. (PAN) (Copy of PAN Card to be submitted)	
7.	Name and Designation of the contact person to whom all references shall be made regarding this Bid	
8.	Telephone No. (with STD Code)	
9.	E-mail id of the Contact Person	
10.	Fax No. (with STD Code)	
11.	Website (if any)	



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.....  
Name of the Bidder

.....  
Signature of the Authorised Signatory

.....  
Name of the Authorised Signatory

Place: \_\_\_\_\_

Date: \_\_\_\_\_





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### Annexure-V

#### VIII. CORE TEAM'S QUALIFICATIONS AND EXPERIENCE:

SL No	Name, Designation	Educational Requirements	Relevant Experience Requirement	CV attached meets minimum Educational and Work Experience requirement Yes/ No
1.	Team Leader 1	Post graduate degree in economics/rural management/business management	Minimum of 5 years of experience in handling large scale socio-economic household surveys and qualitative surveys	
2.	Researcher - 1	Post-Graduate degree in Economics/ Statistics/ Econometrics/Rural Management	Minimum experience of 4 years in working with large household level surveys and qualitative surveys	
3.	Field Manager - 1	Graduate in any Discipline	Minimum experience of 4 years in working with large household level surveys and qualitative surveys	



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### CURRICULUM VITAE (CV)

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

**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 reference}





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**Past employment that is not relevant to the assignment does not need to be included.**

Period	Employing organisation and your title/position. Contact information 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]		Insert only relevant activities based on role and TORs of this assignment.

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

**Experts' 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 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



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{day/month/year}

Name of authorised

Signature

Date

Representative of the Consultant

(the same who signs the Proposal)

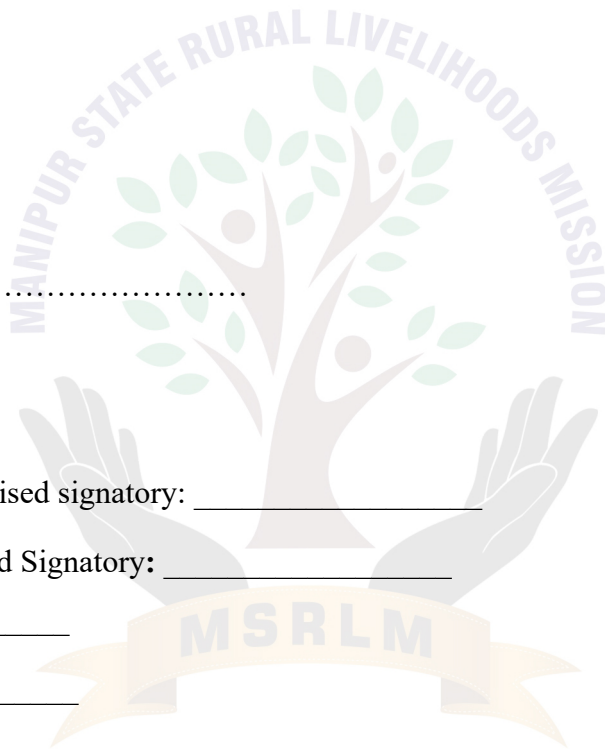
.....  
Name of the Bidder

Signature of the authorised signatory: \_\_\_\_\_

Name of the Authorised Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_





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### Annexure-VI

#### IX. FINANCIAL INFORMATION OF BIDDER'S ORGANISATION

S. No.	Sub Category	Description	Details to be Filled by Bidder
1	Income Tax Certificate	Income Tax Certificate Details	
2	Annual Turnover Details	Annual Turnover Details	
3	Bankers Details	Bankers Details	
4	Annual Turnover Certificate from CA	Annual Turnover certified by Chartered Accountant	
5	Undertaking Affidavit	Undertaking affidavit of bidder to invest minimum cash (as per tender document, Bidder File 1)	
6	Payment Certificates	Certificates pertaining to eligible years for bid capacity (TDS certificates not acceptable)	
7	Audited Financial Statements (Last 5 Years)	Audited Profit & Loss Account and Balance Sheet for last 5 years	



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### Annexure-VII

#### X. FORMAT OF FINANCIAL BID LETTER

To

The State Mission Manager  
Manipur State Rural Livelihood Mission (MSRLM)  
Department of Rural Development and Panchayati Raj  
Loklaobung, Moirangkhom, Imphal, Manipur- 795001

Sub: ***Hiring of an agency to conduct a baseline and endline assessment at the beginning and end of the project period respectively to evaluate the effectiveness of the Universalisation of PRI CBO Convergence project interventions***

Ref: MSRLM- SISD/ FNHW BASELINE STUDY/ 2024

Dear ....

Having examined the Bidding Document placed along with tender, we, the undersigned, offer to provide the above services in conformity with the said RFP document and we herewith submit our Financial Bid.

1. We offer to provide the Services for a total fee of INR XXXXX
2. All reimbursable cost would be payable on actual.
3. All taxes would be extra as per prevailing Government rates.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by State Mission Director up to the period prescribed in the Bid which shall remain binding upon us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India.

We have complied with all the terms and conditions of the RFP. We understand and accept that you are not bound to accept the lowest or any Bid you may receive.

Dated this .....Day of.....2026.



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.....  
Name of the Bidder

.....  
Signature of the Authorised Signatory

.....  
Name of the Authorised Signatory

Place: \_\_\_\_\_





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### SUMMARY OF COSTS:

SNo	Details	Amount in INR
1.	Total Fee	
2.	Reimbursable Cost (Travel, communication Cost, documentation, etc.)	
3.	Any Other Cost	
	<b>Sub Total in INR</b>	
	<b>Total GST %18%</b>	
	<b>Grand Total including GST</b>	

- I. I/We accept all the terms and conditions of your Bidding document referred to above.
- II. GST at applicable rates will be paid extra.
- III. I/ We understand you are not bound to accept any proposal you receive.

.....  
Name of the Bidder

.....  
Signature of the Authorised Signatory

.....  
Name of the Authorised Signatory

Place: \_\_\_\_\_



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### Annexure-A

#### XI. FORMAT OF PRE-PROPOSAL QUERIES

To

The State Mission Manager  
Manipur State Rural Livelihood Mission (MSRLM)  
Department of Rural Development and Panchayati Raj  
Loklaobung, Moirangkhom, Imphal, Manipur- 795001

Sub: ***Hiring of an agency to conduct a baseline and endline assessment at the beginning and end of the project period respectively to evaluate the effectiveness of the Universalisation of PRI CBO Convergence project interventions***

Ref: MSRLM- SISD/ FNHW BASELINE STUDY/ 2024

Dear ...

Following are the Clarifications and Comments from the Terms and Conditions and Scope of Work for the subject RFP. These Clarifications are exhaustive.

S No	Clause No. and Page reference	RFP text	Query
1			
2			
...			



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Yours faithfully,

Authorized Signatory

(with Name, Designation, Contact no. and Seal)

*Note:*

*On the Letterhead of the Bidder.*





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## XII. DRAFT FORM OF CONTRACT

### CONTRACT FOR CONSULTANTS' SERVICES

for

*Hiring of an agency to conduct a baseline and endline assessment at the beginning and end of the project period respectively to evaluate the effectiveness of the Universalisation of PRI CBO Convergence project interventions*

Contract No. ....

Between

State Mission Director, MSRLM

And

XXXXXX

Dated: XX XXXXX 2026





# MANIPUR STATE RURAL LIVELIHOODS MISSION (MSRLM)

Department of RD&PR, Government of Manipur  
Loklaobung, Moirangkhom, Imphal-795001  
[www.manipursrlm.gov.in](http://www.manipursrlm.gov.in)



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## I. CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made on XXXXXX 2026, between Manipur State Rural Livelihoods Mission (hereinafter called the “Employer”), of the First Part and, XXXXXXXXXXXXXXXXXXXX (hereinafter called the “Consultant”) of the Second Part.

## WHEREAS

- (a) the Consultant, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this contract;
- (b) the “Employer” has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties 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) The following Appendices:

Appendix A: Description of Services/ Terms of Reference

Appendix B: Cost Estimates

2. The mutual rights and obligations of the “Employer” and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and



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- (b) the “Employer” shall make payments to the Consultant in accordance with the provisions of the Contract.

Request for Proposal (RFP) Document, pre-bid clarifications if any and financial proposal shall form part of this contract agreement.

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

For and on behalf of SMD MSRLM

\_\_\_\_\_  
State Mission Director

Manipur State Rural Livelihoods Mission

For and on behalf of XXXXXXXXXXXXXXXXXXXX

\_\_\_\_\_  
Designation.

Witness

1.

2.



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### II. GENERAL CONDITIONS OF CONTRACT

#### 1. GENERAL PROVISIONS

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “Consultant” means {Name of Agency} that will provide the Services to the “Employer” under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the “Employer’s country.”
- (g) “GC” means these General Conditions of Contract.
- (h) “Government” means the Government of India
- (i) “Local Currency” means Indian Rupees.
- (j) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
- (k) “Party” means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.
- (l) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- (m) “Reimbursable expenses” means all assignment-related costs as admissible to be reimbursed [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].



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- (n) “SC” means the Special Conditions of Contract by which the GC as may be amended or supplemented with the approval of the parties.
- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services, with the approval of the Employer.
- (q) “Third Party” means any person or entity other than the “Employer”, or the Consultant.
- (r) “In writing” means communicated in written form.

### 1.2. Relationship Between the Parties

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

For the limited purpose of purchasing materials and engaging the services of the Third Parties, which are necessary for providing the Services under this Agreement, Employer hereby appoints Consultant as its Limited Agent.

Save and except for the “Limited Agency” created under this Agreement, Consultant agrees that it is an independent Party and that neither party is the legal representatives of the other and further, Consultant Personnel and other Third Party engaged to perform Services under this Agreement are not the employees of Employer.

**1.3. Law Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

**1.4. Headings:** The headings shall not limit, alter or affect the meaning of this Contract.



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### 1.5. Notices

1.5.1 Any notice, request or consent 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 by registered post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice, hereunder by giving the other Party sufficient time in notice in writing of such change to the address specified in the SC.

1.6. **Location:** The Services shall be performed mostly in Delhi and where the location of a particular task is not so specified, at such locations, as the “Employer” may approve.

1.7. **Authority of Lead Partner:** In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the “Employer” under this Contract, including without limitation the receiving of instructions and payments from the “Employer”. However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

1.8. **Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Consultant may be taken or executed by the officials specified in the SC.

1.9. **Taxes and Duties:** The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

### 1.10. Fraud and Corruption

1.10.1 **Definitions:** It is the Employer’s policy to require that Employer as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance



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of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) “collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

### 1.10.2 Measures to be taken by the Employer

- a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- b) The Employer may also issue sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;



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### 1.10.3 Commissions and Fees

At the time of execution of the Contract, the Consultant shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

## 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effective Date for Commencement of Contract:** This Contract shall come into force and effect on the date (the “Effective Date”) of the “Employer’s notice to the Consultant instructing the Consultant “to begin carrying out the Services. This notice shall confirm that the conditions precedent and effective conditions, if any, listed in the SC have been met and/or shall be complied with in the given time.
- 2.2 Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such time period, after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) 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.
- 2.3 Commencement of Services:** The Consultant shall begin carrying out the Services not later than the number of days, after the Effective Date specified in the SC.
- 2.4 Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.5 Entire Agreement:** 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 other statement, representation, promise or agreement not set forth herein.



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**2.6 Modifications or Variations:** (a) 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. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

### 2.7 Force Majeure

**2.7.1 Definition** (a) 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 not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.



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**2.7.2 No Breach of Contract:** 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, all with the objective of carrying out the terms and conditions of this Contract.

**2.7.3 Measures to be Taken:** (a) 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.

- b) 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) 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.
- c) 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.
- d) 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 “Employer”, shall either:
  - (i) Demobilize; or
  - (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

**2.8 Suspension:** The “Employer” 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,



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provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days from the date of communication to the Consultant of such notice of suspension.

### 2.9 Termination

**2.9.1.1 By the “Employer”:** The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause.

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.
- b) If the Consultant becomes insolvent 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 GC 8 hereof.
- d) If the Consultant, on due investigation and in the judgement of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- g) If the consultant fails to provide the quality services as envisaged under this Contract. The Employer may review at its discretion if so decide to give one chance to the consultant to improve the quality of the services.
- h) 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) days.
- i) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.



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2.9.1.2 In such an occurrence as aforesaid the “Employer” shall give a not less than thirty (30) days’ written notice of termination to the Consultant, and sixty (60) days’ in case of the event referred to in (h).

**2.9.2 By the Consultant:** The Consultant may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- a) If the “Employer” fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) 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) days.
- c) If the “Employer” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- d) If the “Employer” is in material breach of its obligations 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 agreed to in writing) following the receipt by the “Employer” of the Consultant’s notice specifying such breach.

**2.9.3 Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, 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 GC 3.3 hereof, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

**2.9.4 Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, 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



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prepared by the Consultant and equipment and materials furnished by the “Employer”, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

**2.9.5 Payment upon Termination:** Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the “Employer” shall make the following payments to the Consultant:

- a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed as per the agreed scope prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

**2.9.6 Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.



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### 3. OBLIGATIONS OF THE CONSULTANT

#### 3.1 General

**3.1.1 Standard of Performance:** The Consultant shall perform the Services and carry out their obligations hereunder 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 faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer’s legitimate interests in any dealings with Sub-Consultants or Third Parties.

**3.2 Conflict of Interests:** The Consultant shall hold the “Employer’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

**3.2.1 Consultant not to benefit from Commissions, Discounts, etc.:** (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Consultant shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the “Employer”.



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- 3.2.2 Consultant and Affiliates Not to Engage in Certain Activities:** 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 services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities:** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality:** Except with the prior written consent of the "Employer", the Consultant and the Personnel 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 its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4.1 Liability of the Consultant:** Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this contract shall be provided by the Applicable Law.
- 3.4.2 Insurance to be Taken out by the Consultant:** The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the "Employer", insurance against the risks, and for the coverages specified in the SC, and (ii) at the "Employer's request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 3.5 Accounting, Inspection and Auditing:**  
Consultant agrees to keep full and proper records of all third party invoices and travel expenses that support charges that have been billed to Employer pursuant to this Agreement ("Records"). Any such Records shall be kept for a period of not less than twelve (12) months after the relevant transaction or, if the Consultant/Employer relationship terminates or expires, twelve (12) months after the effective date of the termination or expiration, whichever comes first. Upon thirty (30) days prior notice to



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Consultant, Employer or its authorized representatives will be entitled to have such Records examined during Consultant's normal business hours, provided however, that only Records directly applicable to the Advertising Services performed pursuant to this Agreement shall be available for such examination.

Under no circumstances will Employer have access to Consultant's general ledger information, Consultant overhead or profitability data or to payroll, salary or bonus information, or timecards or other employee, personnel, and/or individual compensation records, or information indicating the date of payment by Consultant of third party invoices, or internal or external Consultant correspondence or communications regarding the keeping of client's records or regarding any other client audit.

**3.6 Consultant's Actions Requiring "Employer's Prior Approval:** The Consultant shall obtain the "Employer's prior approval in writing before taking any of the following actions:

(a) Any change or addition to the Personnel listed in Appendix B

(b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Consultant to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.

**3.7 Reporting Obligations:** The Consultant shall submit to the "Employer" the reports and documents as instructed by the Client from time to time within the time periods set forth in the said Appendix. Final reports shall be delivered in pen/ hard drive in addition to the hard copies specified in said Appendix.

**3.8 Documents Prepared by the Consultant to be the Property of the "Employer":** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "Employer" under this Contract shall become and



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remain the property of the “Employer”, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request.. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the “Employer”’s prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

- 3.9 Equipment, Vehicles and Materials Furnished by the “Employer”’s** Equipment, vehicles and materials made available to the Consultant by the “Employer” or purchased by the Consultant wholly or partly with funds provided by the “Employer”, shall be the property of the “Employer” and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the “Employer” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Employer’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.

**Equipment and Materials Provided by the Consultants:** Equipment or materials brought into the Government’s country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

## 4. CONSULTANTS’ PERSONNEL AND SUB-CONSULTANTS

- 4.1 General:** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services as are approved by the Employer.
- 4.2 Description of Personnel:** (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant’s Key Personnel are as per the consultant’s proposal and are described in



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Appendix B (TORS). If any of the Key Personnel has already been approved by the “Employer”, his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix B may be made by the Consultant by written notice to the “Employer”, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the “Employer’s written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix B may be increased by a separate agreement in writing between the “Employer” and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

**4.3 Approval of Personnel:** The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix B are hereby approved by the “Employer”. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the “Employer” for review and approval a copy of their Curricula Vitae (CVs).

#### **4.4 Removal and/or Replacement of Personnel:**

(a) Except as the MSRLM may otherwise agree, no changes shall be made in the key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the MSRLM (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the MSRLM’s written request specifying the grounds therefore,



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forthwith provide as a replacement a person with qualifications and experience acceptable to the MSRLM, additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

- (c) Removal and / or Substitution/replacement of Personnel (Core Team) shall be made only with prior written approval of the MSRLM. Except as the MSRLM may otherwise agree, no changes shall be made in the Personnel. Notwithstanding the above, the substitution of Personnel during Agreement execution may be considered based on the written request made by either side. However, in case of the Consultant, due to circumstances outside their reasonable control, such as resignation, death, medical incapacity; if it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement such person of equivalent or better qualifications and experience as is acceptable to the MSRLM. In cases other than resignation, death or medical incapacity, the Consultant shall give thirty (30) days' notice to the MSRLM and provide CVs for such replacements. For any such violation a penalty of 0.50% (zero point five percent) per person per week of the quarterly payment shall be imposed and deducted from the bills submitted.

- 4.5 Resident Project Manager:** If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to the "Employer", shall take charge of the performance of such Services.

### 5. OBLIGATIONS OF THE "EMPLOYER"

- 5.1 Assistance and Exemptions:** Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:

- a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.



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- c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

**5.2 Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, 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 ceiling amounts specified in Clause GC 6.1(b).

**5.3 Services, Facilities and Property of the “Employer”:** (a) The “Employer” shall make available to the Consultant and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in the TORs.

(b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in TORs, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services.

**5.4 Payment:** In consideration of the Services performed by the Consultant under this Contract, the “Employer” shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

**5.5 Counterpart Personnel:** (a) If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice, if specified in the TORs.

(b) Professional and support counterpart personnel, excluding “Employer’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of



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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 “Employer” shall not unreasonably refuse to act upon such request.

### 6. PAYMENTS TO THE CONSULTANT

**6.1 Total Cost of the Services** (a) The total cost of the Services payable is set forth in Appendix B as per the consultant’s proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

**6.2 Currency of Payment:** All payments shall be made in Indian Rupees.

**6.3 Terms of Payment:** The payments in respect of the Services shall be made as follows:

- a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 7.
- b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt



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of it, the Employer shall release the payment to the consultant without further delay.

- c) Final Payment: The final payment as specified in SC 7 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the “Employer”. The Services shall be deemed completed and finally accepted by the “Employer” and the final report and final statement shall be deemed approved by the “Employer” as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the “Employer” unless the “Employer”, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the “Employer” has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the “Employer” within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the “Employer” for reimbursement must be made within twelve (12) calendar months after receipt by the “Employer” of a final report and a final statement approved by the “Employer” in accordance with the above.
- d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the Employer (if presentation is required) with / without modifications to be communicated in writing by the Employer to the Consultant.
- e) If the deliverables submitted by the consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer’s right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Employer.
- f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.



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- h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

### 7. FAIRNESS AND GOOD FAITH

**7.1 Good Faith:** 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.

**7.2 Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

### 8. SETTLEMENT OF DISPUTES

**8.1 Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to



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respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

- 8.2 Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry of Rural Development. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- 8.3** Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 8.4** The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.
- 9. LIQUIDATED DAMAGES**
- 9.1** The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
- 9.2** The amount of liquidated damages under this Contract shall **not exceed 2% of the total value** of the contract as specified in Appendix B.



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9.3 The liquidated damages shall be applicable under following circumstances:

- a) If the deliverables are not submitted as per schedule, the Consultant shall be liable to pay 2% of the total cost of the services for delay of each week or part thereof.
- b) If the deliverables are not acceptable to the Employer and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 2% of total cost of the services for every week or part thereof for the delay.

9.4 Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable, whether in contract or in tort or otherwise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue arising under or in connection with this Agreement.

### 10. MISCELLANEOUS PROVISIONS:

- (i) “Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Consultant shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) Each member/constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (v) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (vi) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant’s) employees or agents or by any other third Party



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resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.

- (vii) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.





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### III. SPECIAL CONDITIONS OF CONTRACT

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	The addresses are: {Insert address}  Consultant : ..... Attention : ..... Telephone : ..... Email : .....
2	1.8	The Authorized Representatives are:  For the Employer: SMD MSRLM  For the Consultant: .....
3	2.3	Commencement of Services: .....
4	2.4	The time period shall be three years from the effective date. However, MSRLM management will undertake annual review of the performance of the agency. If the performance of the agency is found unsatisfactory, the client shall terminate the contract.  If required, the client may extend the contract beyond three years.
5	3.2.2	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.
6	3.4.1	Limitation of the Consultant's Liability towards the Client:  (a) Except in the case of gross negligence or wilful 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:  (i) for any indirect or consequential loss or damage; and



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		<p>(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>(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>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.</p>
7	3.4.2	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated/ provided to MSRLM by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable law in the Client's country". The cost shall be reimbursed by MSRLM.</p> <p>(b) Third Party liability insurance, with a minimum coverage upto the cost; and</p> <p>(c) 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. The cost of insurance premium for the equipment purchased on behalf of MSRLM shall be reimbursed by MSRLM.</p>
8	6.3 (f)	<p>The accounts are;</p> <p>For local currency</p> <p>Receiving Bank : ...</p> <p>Account No. : ...</p> <p>IFSC/RTGS Code : ..</p> <p>MICR Code : ..</p> <p>Beneficiary Name : ...</p>

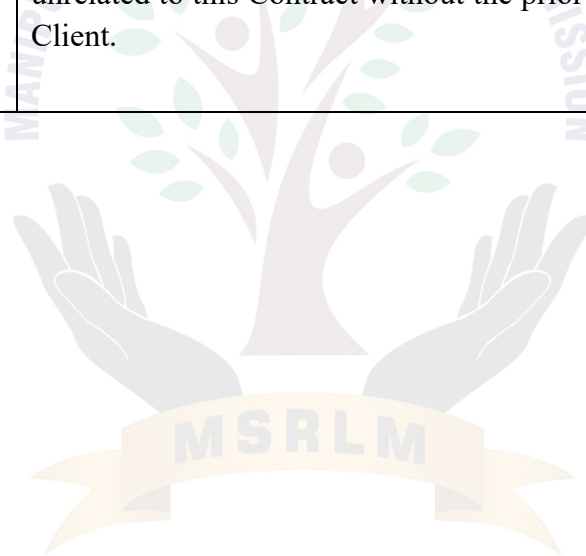


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		Beneficiary Address : ...  <i>The annual contract value will be paid quarterly based on actual number of Core Team, Professional/ Support Staff and reimbursable expenses.</i>
9	1.5.2	Any party may change the address for service of notice upon it, by a notice in writing one (1) week prior of such change to the other party.
10	8.3	The Arbitration proceedings shall take place in New Delhi, India.
11	General	Consultants will follow MSRLM working hours (Monday to Friday, 9:00 am to 5.30 pm).
12		All proprietary rights remains with the client.
13		The Consultant shall not use the data/ documents for purposes unrelated to this Contract without the prior written approval of the Client.





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### APPENDIX A – DESCRIPTION OF SERVICES/ TERMS OF REFERENCE AND STAFFING SCHEDULE

### APPENDIX B – COST

*{Based on final financial quote of the Bidder}*

