

## ONLINE SUBMISSION OF PROPOSALS



**Panchayat and Rural Development Department, Govt of Assam.**

# Request for Proposal- Consulting Services for Procurement of:-



**Consulting Services for:** Hiring of consultancy services of Statutory Auditor for conducting Statutory Audit of ASRLMS for the FY 2025-26.

## Fixed Budget System (FBS)

RFP No: ASRLM/Hiring -SA/6450/FY 2025-26/08 Dated:22-04-2026

**Client:** Assam State Rural Livelihoods Mission Society (ASRLMS)

Date of issue of Request for Proposal.	22 <sup>nd</sup> April 2026
Date of Pre-Proposal Meeting.	30 <sup>th</sup> April 2026 at 11:00 A.M in the office of State Mission Director, Assam State Rural Livelihoods Mission Society, Sivanath Gogoi Path, Panjabari, Guwahati, Assam.
Last date for seeking clarifications.	11 <sup>th</sup> May 2026 till 5:00 P.M
Last Date for submission of Proposal.	18 <sup>th</sup> May 2026 till 3:00 P.M through online mode <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a>
Date of Opening of RFP Proposal in online mode.	18 <sup>th</sup> May 2026 till 3:30 P.M through online mode <a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a>
Technical Evaluation of RFP Proposal.	To be informed to Bidders.
Date of Opening of Financial Proposals.	To be informed later to qualified Bidders after Technical Evaluation.
Performance Bank Guarantee	To be deposited by the successful bidder amounting to 10% of the contract value.

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

Website:- [www.asrlms.assam.gov.in](http://www.asrlms.assam.gov.in)

## Table of Contents

PART-I	5
SECTION-I	6
1. Letter of Invitation	6
SECTION-II	8
2. Instructions to Consultants & Data Sheet	8
General Provisions	8
2.1 Definitions	8
2.2 Introduction	9
2.3 Conflict of Interest	10
2.4 Unfair Competitive Advantage	11
2.5 Code of Integrity	11
2.6 Eligibility Criteria	13
Preparation of Proposals	13
2.7 General Considerations	13
2.8 Cost of Preparation of Proposal	13
2.9 Language	14
2.10 Documents Comprising of Proposal	14
2.11 Only One Proposal	14
2.12 Proposal Validity	14
2.13 Extension of Validity Period	15
2.14 Substitution of Key Experts at Validity Extension	15
2.15 Sub-Contracting	15
2.16.1 Clarification & Amendment of RFP	15
2.17 Preparation of Proposal (Specific Considerations)	16
2.17 Technical Proposal Format and Content	17
2.18 Financial Proposal	17
Proposal Submission, Opening & Evaluation	17
2.19 Submission of Proposal	17
2.20 Confidentiality	18
2.21 Opening of Technical Proposal	18
2.22 Evaluation of Technical Proposal	18
2.23 Financial Proposal for QBS.	19
2.24 Public Opening of Financial Proposals (For QCBS, FBS & LCS Method)	19
2.25 Corrections of Errors.	19
2.26 Taxes	19
2.27 Combined Quality & Cost Evaluation	19
Negotiations & Award	20
2.29 Negotiations	20

2.30	Conclusion of Negotiations.	21
2.31	Award of Contract	21
SECTION-III		22
3	Data Sheet.	22
SECTION-IV		28
4	Technical Proposal – Standard Forms	28
4.1	Checklist of Required Forms	28
4.2	Technical Proposal Submission Form (TECH-1)	29
4.2	Consultant’s Organisation and Experience Form (TECH-2)	31
4.3	Comments & Suggestions on ToR (Form: TECH-3)	33
4.4	Approach, Methodology, and Work Plan (TECH-4)	34
4.5	Work Schedule & Planning for Deliverables (TECH-5)	35
4.6.	Team Composition, Assignment, and key Experts’ input (TECH-6)	36
4.7	Curriculum Vitae (CV)	37
SECTION-V		39
5	Financial Proposal - Standard Forms	39
5.1	Summary of Cost (Form FIN-1)	40
5.2	Breakdown of Remuneration (Form FIN-2)	41
5.3	Breakdown of Reimbursable Expenses (FIN-3)	42
	Appendix A. Financial Negotiations - Breakdown of Remuneration Rates	43
	(NOT USED)	43
SECTION-VI		47
6.	Terms of Reference Consulting Services for: Hiring of consultancy services of Statutory Auditor for conducting Statutory Audit of ASRLMS for the FY 2025-26.	47
1.1	About the Procuring Entity	47
1.2	About the Project.	48
2	. Terms of Reference.	48
2.1	Background of the Assignment.	48
PART II		54
Conditions of Contract and Contract Forms		54
1.	Form of Contract	56
2.	General Conditions of Contract	57
3.	Special Conditions of Contract	84
4.	Appendices to Contract	92

# **PART-I**

## SECTION-I

---

### 1. Letter of Invitation

**RFP Ref. No.** ASRLM/Hiring -SA/6450/FY 2025-26/08 Dated:22-04 -2026

Dear Mr. / Ms.,

We had invited EOI (**Ref. No.** ASRLM/Hiring -SA/6450/FY 2025-26/01 issued on 21-02-2026) for shortlisting of suitable Consultants/Firms to participate in the RFP process for final selection and engagement of the most suitable amongst them for- Hiring of consultancy services of Statutory Auditor for conducting Statutory Audit of ASRLMS for the FY 2025-26 . As your firm has been short-listed in the EOI process, you are now invited to submit detailed proposals as per the RFP Document issued in the e-Procurement portal (i.e. <http://assamtenders.gov.in>), free of cost.


The following shortlisted Consultants have been invited to participate in the RFP process by submitting detailed proposals as per the RFP document:

- (i) A John Moris & Co Address: #5 Lakshmipuram First Street Deivasigamani Road Behind Music Academy Royapettah Chennai-600014
- (ii) APT & CO LLP Address:308, Third Floor, Kanchanjunga Building, Barakhamba Road, Cannaught Place, New Delhi-110001
- (iii) Asija & Associates LLP Address: 1st Floor 34/5 Gokhale Marg Lucknow-226001
- (iv) Hari Singh & Associates Address: 6th Floor, Unit 2, Sethi Trust Building, GS Road, Bhangagarh, Guwahati-781005
- (v) Komandoor & Co Address: I-504,7-1-58,5th Floor, Divyashakti Complex, Dharam Karan Road, Ameerpet, Hyderabad-500016
- (vi) P Gaggar & Associates Address: Advika,3rd Floor, M G Road, Opp Sukreshwar Ghat Garden, Pan Bazar, Guwahati 781001
- (vii) S Guha & Associates Address: CJ-240, Sector-II, Kolkata, Salt Lake City, Kolkata-700091
- (viii) SPRK & Co Address: Royal View Building First Floor, Dr. BK Kakati Road, Ulubari, Guwahati-781007
- (ix) Thakur Bhuwanesh & Associates Address: 1/43, PO+PS Patliputra, New Patliputra, Patna-800031

1. It is not permissible to transfer this invitation to any other firm not shortlisted in the EoI Process.
2. A firm will be selected under **Fixed Budget System (FBS)** in a Full Technical Proposal (FTP) as described in this RFP Document.
3. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants and Data Sheet
  - Section 3 – RFP Data sheet.
  - Section 4-Technical Proposal ([*select: FTP or STP*]) - Standard Forms
  - Section 5 - Financial Proposal - Standard Forms
  - Section 6 - Terms of Reference
  - Section 7 - Standard Form of Contract
4. Please inform us by *27<sup>th</sup> April 2026* in writing at by E-mail *asrlms.india@gmail.com*.
  - (a) that you have received the Letter of Invitation; and
  - (b) whether you intend to submit a proposal
5. Details on the proposal's submission date, time and address are provided in the ITC Para 20.10, in the RFP document.
6. Bidders who seek to appeal against any decision, action or omission regarding this particular procurement may do so as per Section 38 of the Assam Public Procurement Act, 2017 and Rule 26 of the Assam Public Procurement Rules, 2020. The first and second appellate authority are as mentioned below:

First Appellate Authority	Second Appellate Authority
State Mission Director, ASRLMS	Commissioner & Secretary, Finance Department, Govt. of Assam

Yours sincerely,



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

## SECTION-II

---

### 2. Instructions to Consultants & Data Sheet

#### General Provisions

##### 2.1 Definitions

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

provides the shortlisted Consultants with all information needed to prepare their Proposals.

- (m) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (n) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (o) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (p) “Proposal Inviting Authority (PIA)” means the official/committee duly authorised to issue RFP& receipt the proposal.
- (q) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultant(s), based on the SRFP.
- (r) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (s) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (t) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (u) “TORs” (this Section 5 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## **2.2 Introduction**

- 2.2.1 The Client (i.e., Procuring Entity) named in the **Data Sheet** intends to select a consultant from those listed in the Letter of Invitation as shortlisted firms, in accordance with the method of selection specified in the **Data Sheet**.
- 2.2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for selection and ultimately signing the Contract with the selected Consultant.
- 2.2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal

conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense. In case, the Client decides for a virtual meeting, the link shall be forwarded to the shortlisted firms beforehand.

- 2.2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

## **2.3 Conflict of Interest**

- 2.3.1 Conflict of Interest for a Procuring Entity or its personnel and consultants is considered to be a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- 2.3.2 Govt. of Assam describes the situations in which a Procuring Entity or its personnel may be considered to be in Conflict of Interest include, but are not limited to the following-
- 2.3.3 Conflict of Interest occurs when the private interests of a Procuring Entity or its personnel, such as personal, non-official, extra- professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official;
- 2.3.4 Within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Procuring Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procuring Entity or its personnel in a position of obligation;
- 2.3.5 Conflict of Interest also includes the use of assets of the Procuring Entity including human, financial and material assets, or the use of the office of the procuring entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procuring Entity or its personnel does not favour;
- 2.3.6 Conflict of Interest may also arise in situations where the Procuring Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favour, to benefit directly or indirectly from the decision or action of the Procurement Entity;
- 2.3.7 The situations in which consultants participating in a procurement process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following–
- a) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the

procurement process or execution of contract;

- b) If they receive or have received any direct or indirect subsidy from any other bidder;
- c) If they have the same legal representative for purposes of the bid;
- d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
- e) If they participate in more than one bid in the same bidding process;
- f) If they have controlling partners in common;

If a consultant or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in any way;

2.3.8 In the 'Technical Proposal Submission Form ' to be submitted by the consultant, as per format given in Section 3: "Technical Proposal–Standard Forms", all Consultants shall provide a signed statement that the Consultant, (including all members of JV and Sub-Consultants, if any) is neither associated nor has been associated directly or indirectly with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract;

2.3.9 In case of a holding company having more than one independent unit or more than one unit having common business ownership or management, only one unit shall be allowed to submit proposal or quote to prevent any conflict of interest. Similar restrictions shall apply to closely related sister or subsidiary companies. Such consultants must proactively declare such sister or subsidiary company or common business or management units in similar lines of business.

## **2.4 Unfair Competitive Advantage**

2.4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

## **2.5 Code of Integrity**

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

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

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

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

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

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

## **2.6 Eligibility Criteria**

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

## **Preparation of Proposals**

### **2.7 General Considerations**

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

### **2.8 Cost of Preparation of Proposal**

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

## **2.9 Language**

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

## **2.10 Documents Comprising of Proposal**

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

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

## **2.11 Only One Proposal**

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

## **2.12 Proposal Validity**

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

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

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

further evaluation.

### **2.13 Extension of Validity Period**

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

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

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

### **2.14 Substitution of Key Experts at Validity Extension**

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

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

### **2.15 Sub-Contracting**

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

### **2.16.1 Clarification & Amendment of RFP**

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

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

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

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

## **2.17 Preparation of Proposal (Specific Considerations)**

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

- a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. **In all such cases, a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal.** When associating with non- shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.
- b) The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative, and the Proposal shall be based on the Consultant's own estimates for the same.
- c) If stated in the **Data Sheet**, the Consultant shall include in its Proposal atleast the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for awarding accordance with the procedure in the **Data Sheet**.
- d) For assignments under the Fixed-Budget System (FBS) selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

## **2.17 Technical Proposal Format and Content**

2.17.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive. Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

2.17.2 Depending on the nature of the assignment, the Consultant is required to submit a **Full Technical Proposal (FTP)**, or a **Simplified Technical Proposal (STP)** as indicated in the **Data Sheet** and using the Standard Forms as provided in **Section-IV** of this RFP.

## **2.18 Financial Proposal**

2.18.1 The Financial Proposal shall be prepared using the Standard Forms provided in **Section-V** of this RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

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

2.18.3 The Consultant shall express the price for its Services in Indian Rupees only.

## **Proposal Submission, Opening & Evaluation**

### **2.19 Submission of Proposal**

2.19.1 The Consultant shall submit both Technical and Financial Proposal online at the e-Procurement portal (i.e., <http://assamtenders.gov.in>) within due date and time for submission of Proposal as mentioned in **Data Sheet**.

2.19.2 In addition to the online submission of complete proposals, the Consultant shall submit the hardcopies of the “**Key Documents**”, in the manner and within the timeline as mentioned the **Data Sheet**. The list of documents that will constitute the “**Key Documents**” are also given in the **Data Sheet**.

2.19.3 The Consultant shall submit a signed and complete Technical Proposal comprising the documents and forms in accordance with ITC Para 2.18 (Technical Proposal Format & Content) online through e-Procurement portal.

2.19.4 An authorized representative of the Consultant shall sign all the documents contained in the technical proposal including the submission letters. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

2.19.5 A Proposal submitted by a Joint Venture participant shall be signed by all members so as to be legally binding on all members, or by an authorized representative who

has a written power of attorney signed by each member's authorized representative.

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

## **2.20 Confidentiality**

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

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

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

## **2.21 Opening of Technical Proposal**

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

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

## **2.22 Evaluation of Technical Proposal**

2.22.1 The EC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation

criteria, sub- criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected/ disqualified at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

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

### **2.23 Financial Proposal for QBS.**

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

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

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

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

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

### **2.25 Corrections of Errors.**

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

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

### **2.26 Taxes**

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

### **2.27 Combined Quality & Cost Evaluation**

2.27.1 **Combined Quality & Cost Based Selection (QCBS):** In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant

achieving the highest combined technical and financial score will be invited for negotiations.

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

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

### **Negotiations & Award**

#### **2.29 Negotiations**

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

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

#### **2.29.3 Availability of Key Experts:**

- a) The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Para 2.14 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.
- b) Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

#### **2.29.4 Technical Negotiations:**

- a) The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services

under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

#### **2.29.5 Financial Negotiations:**

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

#### **2.30 Conclusion of Negotiations.**

2.30.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

2.30.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

#### **2.31 Award of Contract**

2.31.1 After completing the negotiations, the Client shall prepare the negotiated draft Contract; sign the Contract; and promptly notify the other shortlisted Consultants.

2.31.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

## SECTION-III

---

### 3 Data Sheet. RFP DATA SHEET

<b>A. General</b>	
<b>ITC Para Reference</b>	
<b>2.2.1</b>	<b>Name of the Client: Assam State Rural Livelihoods Mission</b> _____ <b>Method of selection:</b> Fixed Budget System (FBS) as described in the RFP Document
<b>2.2.2</b>	<b>Financial Proposal to be submitted together with Technical Proposal:</b> Yes  <b>The name of the assignment is:</b> <i>Hiring of consultancy services of Statutory Auditor for conducting Statutory Audit of ASRLMS for the FY 2025-26</i> _____
<b>2.2.3</b>	<b>A pre-proposal conference will be held:</b> Yes, Date & Time: 30th April 2026 at 11.00 AM  <ul style="list-style-type: none"><li>• Name and designation of contact person: Sri Madhurjya Das. Phone: 9365487582,</li><li>• E-mail: madhurjya.das1@gmail.com.</li><li>• Venue: Office of the State Mission Director, Assam State Rural Livelihoods Mission, Sivanath Gogoi Path, Panjabari, Guwahati-37.</li></ul>
<b>B. Preparation of Proposals</b>	

<p><b>2.10.1</b></p>	<p><b>The Proposal shall comprise the following:</b></p> <p><b>A. <u>Technical Proposal:</u></b></p> <p><b>For Full Technical Proposal (FTP):</b></p> <ul style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) TECH-1</li> <li>(3) TECH-2</li> <li>(4) TECH-3</li> <li>(5) TECH-4</li> <li>(6) TECH-5</li> <li>(7) TECH-6</li> </ul> <p style="text-align: center;">OR</p> <p><b>For Simplified Technical Proposal (STP):</b></p> <ul style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) TECH-1</li> <li>(3) TECH-4</li> <li>(4) TECH-5</li> <li>(5) TECH-6</li> </ul> <p style="text-align: center;">AND</p> <p><b>B. Financial Proposal:</b></p> <ul style="list-style-type: none"> <li>(1) FIN-1</li> <li>(2) FIN-2</li> <li>(3) FIN-3</li> </ul>
<p><b>2.10.2</b></p>	<p><b>Key Documents (to be submitted in originals):</b></p> <ul style="list-style-type: none"> <li>(1) Original Power of Attorney in favour of the Authorized Signatory.</li> <li>(2) One “Original” Full Technical Proposal to be submitted in hard copy.</li> </ul>
<p><b>2.11.1</b></p>	<p><b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible - No</b></p>
<p><b>2.12.1</b></p>	<p><b>Proposals must remain valid for 90 days after the proposal submission deadline.</b></p>
<p><b>2.16.1</b></p>	<p>Clarifications may be requested no later than – <i>Seven (7) days</i> prior to the submission deadline i.e 11<sup>th</sup> May 2026 till 5:00 P.M. The pre-bid queries should reach to the Client a day before the pre-bid meeting.</p> <p>The contact information for requesting clarifications is:</p> <p>Name and designation of contact person: Shri Madhurjya Das, Project Manager (Finance &amp; Procurement), ASRLM</p> <p>Address of contact person: Assam State Rural Livelihoods Mission, Sivanath Gogoi Path, Panjabari, Guwahati-37</p> <p>E-mail: <a href="mailto:madhurjya.das1@gmail.com">madhurjya.das1@gmail.com</a>, Phone- +91-9365487582.</p>

2.17.1 (a)	<p><b>Shortlisted Consultants may associate with</b></p> <p>(a) non-shortlisted consultant(s) No</p> <p>Or</p> <p>(b) other shortlisted Consultants: No</p>
2.17.1 (d) (Use for Fixed Budget method)	<p>The total available budget for this Fixed-Budget assignment is: Rupees Twenty Lakh Only (exclusive of taxes). Proposals exceeding the total available budget will be rejected.</p>
2.17.2	<p>The format of the Technical Proposal to be submitted is: Full Technical Proposal.</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
<b>C. Submission, Opening and Evaluation</b>	
2.19.1	<p>(a) The Due date and time for online submission of Proposals is: <b>18<sup>th</sup> May 2026 till 3.00 PM</b> in the e-procurement portal i.e <a href="http://www.assamtenders.gov.in">www.assamtenders.gov.in</a>.</p> <p>(b)The due date and time for submission hardcopies of “Key Documents” in the office of the procuring entity: Office of the State Mission Director, Assam State Rural Livelihoods Mission, Sivanath Gogoi Path, Panjabari, Guwahati-Pin code:-781037, Assam. Time and Date: <b>18<sup>th</sup> May 2026 till 3:00 PM.</b></p>
2.21.1	<p>(a) Due date and time for online opening of Technical Proposal: <b>18<sup>th</sup> May 2026 at 3.30 PM.</b></p> <p>(b) Due date and time for online opening of the Financial Proposal of technically qualified Consultants: to be informed to the bidders.</p>

2.22.1	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:	
	S. No	Max Marks
	1)	<p><b>TQ-1.</b>The Consultant must be a Chartered Accountancy Firm registered with Institute of Chartered Accountants of India (ICAI) and should have a minimum 15 (Fifteen) years of experience in conducting Internal Audit/Statutory Audit service in community and Social Development sector schemes funded by Government /Other International funding Agencies.<i>(Relevant Documents such as copies of Order/Contract/ Work completion certificate etc issued by the client establishing the experience)</i></p> <p>15-20 years – 5 marks. 20-25 years – 7.5 marks. More than 25 years. – 10 marks.</p>

	<p>2) <b>TQ-2.</b> The Consultant should have atleast Three (3) Assignments of Internal Audit/Statutory Audit service in community and social development sector schemes funded by Government/Other International funding Agencies during last Three (3) years (from Year 2023 till 2025) of contract value not less than Rs 6.00 Lakh each Assignment. (The continuation/extension of single assignment/contract with the client in consecutive years will be treated as One (1) Assignment)</p> <p>Three (3) to Four (4) Assignment- 5 Marks. Five (5) to Six (6) Assignment- 7.5 Marks. Seven (7) and above Assignment- 10.00 Marks</p>	10
	<p>3) <b>TQ3: Demographic Experience.</b> The Consultant should have experience working in Assam in conducting minimum Three (3) Assignments of Internal Audit/ Statutory Audit in community and social development sector schemes funded by Government/ Other International funding Agencies during last Three (3) years (from Year 2023 till 2025). Three (3) to Four (4) Assignment- 5 Marks. Five (5) to Six (6) Assignment- 7.5 Marks. Seven (7) and above Assignment- 10.00 Marks.</p>	10
	<p>4) <b>TQ4: Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</b></p> <p>(i) Technical approach &amp; Methodology – 20 Marks. (ii) Work plan as per Deliverables – 10 Marks. (iii) Overall team composition, Audit planning- 5 Marks. <i>[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has the right input of Experts]</i></p>	35
	<p>5) <b>TQ-5.</b> Key Experts' qualifications and competence for the Assignment: <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <p>a) Position K-1: Team Leader (1) [10] b) Position K-2: Audit Manager (5) [25] [5 Marks per Expert]</p> <p><b>Total points for criterion (iii): [35]</b> The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights: 1) General qualifications (Education, Training, and Exposure):[20 %] 2) Adequacy for the Assignment (Experience of Key Experts as detailed in ToR, No of assignments, length of association with the current employer, etc. [60%]</p>	35

	3) Relevant experience of working in Assam. (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.) [20%]	
	Total weight: 100%	
	<b>Total Marks.</b>	100
<p style="text-align: center;">-----</p> <p><b>The minimum technical score (St) required to pass is: 75</b>  (The Bidders have to give a detailed Technical Presentation referring to Consultant Overall experience, adequacy and quality of the proposed methodology, work plan, Key Expert qualification, expertise &amp; experience responding to the Terms of Reference (TORs) as stated in <b>ITC Para Reference 2.22.1</b>. The date of Technical Presentation will be notified to the Bidders after submission of RFP Proposal)</p>		

<b>2.26.1</b>	For the purpose of the evaluation, the Client will exclude GST payable on consulting services.
<b>2.27.2 (FBS only)</b>	<p>In this method all technical proposals received in the RFP stage shall first be evaluated as prescribed for Technical Evaluation and ranked as in the QCBS method. Thereafter the financial proposals of only those bidders who have qualified in the Technical Evaluation shall be opened online in the e-Procurement Portal. The Proposals quoting financial price that exceed the available budget as indicated in the RFP document shall be rejected. The highest ranked technical proposal among the remaining shall be selected for negotiating the contract.</p> <p>Summary: The consultant whose Technical Score is highest and the total cost is within the allotted budget will be selected.</p>

	<b>D. Negotiations and Award</b>
<b>2.31.1</b>	<p><b>Expected date and address for contract negotiations:</b>  <b>Date:</b>10<sup>th</sup> June 2026  <b>Address:</b> Assam State Rural Livelihoods Mission, Sivanath Gogoi Path,Panjabari,Guwahati-37</p>
<b>2.31.2</b>	<p><b>Expected date for the commencement of the Services:</b>  <b>Date:</b>20<sup>th</sup> June 2026 at Office of the State Mission Director, Assam State Rural Livelihoods Mission, Sivanath Gogoi Path, Panjabari, Guwahati-37</p>

## SECTION-IV

---

### 4 Technical Proposal – Standard Forms<sup>1</sup>

#### 4.1 Checklist of Required Forms

##### CHECKLIST

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

**Note:**

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

---

<sup>1</sup>{Notes to Consultant shown in brackets { } throughout Section 4 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

## 4.2 Technical Proposal Submission Form (TECH-1)

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

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

*{If the Consultant is a joint venture, insert the following: We are submitting our Proposal as joint venture with:{Insert a list with full name and the legal address of each member, and indicate the lead member}.We have attached a copy{insert:"of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"}*

*signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.*

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 2.12.1.
- (c) We have no Conflict of Interest in accordance with ITC 2.3.
- (d) We, along with any of our sub-consultants, sub-contractors, suppliers, or

service providers for any part of our contract, are not debarred by Central Government, State Government, or any Public Undertakings, Autonomous Bodies, Authorities under them.

- (e) We undertake to observe the Code of Integrity as prescribed in ITC2. 5.
- (f) We undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 2.30.3 & 2.30.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 2.32.2 of the Data Sheet.
- (i) We understand that the Client is not bound to accept any Proposal that the Client receives.

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

\_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_

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

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

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

## 4.2 Consultant's Organisation and Experience Form (TECH-2<sup>2</sup>)

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

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

#### A - Consultant's Organization

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

#### B - Consultant's Experience

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

---

<sup>2</sup> For Full Technical Proposal (FTP)

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

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

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

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

#### **A. On the Terms of Reference**

{improvements to the Terms of Reference, if any}

#### **B. On Counterpart Staff and Facilities**

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

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

##### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

*(For both STP & FTP)*

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

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

Request for Proposal

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

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



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

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

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

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

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

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet/ITC24.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 "Home" means work in the expert's office or residence. "Field" work means work carried out in the Client's city or office. Full time input  input  
Part time input 

## 4.7 Curriculum Vitae (CV)

### CURRICULUM VITAE (CV)

<b>Position Title and No.</b>	{e.g., K-1, 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 references. Past employment that is not relevant to the assignment does not need to be included.}

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

**Membership in Professional Associations and Publications:**

---

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

---

**Adequacy for the Assignment:**

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

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

**Certification:**

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

{day/month/year}

---

Name of Expert	Signature Date
	{day/month/year}

---

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

## SECTION-V

---

### 5 Financial Proposal - Standard Forms

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

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

FIN-1 Summary of Costs

FIN-2 Breakdown of Remuneration

FIN-3 Reimbursable expenses

## 5.1 Summary of Cost (Form FIN-1)

## SUMMARY OF COSTS

Item	Rate (%)	Cost (In INR)
<b>Cost of the Financial Proposal</b>		
(1) Remuneration		
(2) Reimbursables		
<b>Total Cost Excluding GST</b>		
<b>IGST</b>		
<b>CGST</b>		
<b>SGST</b>		
<b>Total GST</b>		
<b>Total Cost including GST</b>		

5.2 Breakdown of Remuneration (Form FIN-2)

**BREAKDOWN OF REMUNERATION**

**A. Remuneration**

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

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

### 5.3 Breakdown of Reimbursable Expenses (FIN-3)

#### BREAKDOWN OF REIMBURSABLE EXPENSES (NOT USED)

#### B. Reimbursable Expenses \_\_\_\_\_

N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	Total- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}			
	{e.g., flights}	{Ticket}			
	{e.g., In/out airport transportation}	{Trip}			
	{e.g., Communication costs between Insert place and Insert place}				
	{ e.g., reproduction of reports}				
	{e.g., Office rent}				
	.....				
	{Training of the Client's personnel – if required in TOR}				
<b>Total Costs</b>					

**Appendix A. Financial Negotiations - Breakdown of Remuneration Rates  
(NOT USED)**

*(to be used only in case of QBS method)*

---

**1. Review of Remuneration Rates**

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
  - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
  - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
  - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
  - (iv) Cost of Leave. The principles of calculating the cost of total days leave per

annum as a percentage of basic salary is normally calculated as follows:

$$\begin{aligned} \text{Leave cost as percentage of} \\ \text{salary} = & \quad \text{total days leave} \times 100 \\ & \quad \quad \quad [365 - w - ph - v - s] \end{aligned}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- (v) Over heads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

## Sample Form

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

\_\_\_\_\_  
[Name of Consultant]

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Consultant's Representations Regarding Costs and Charges (Model Form I)**  
**(NOT USED)**  
 (Expressed in Indian Rupees)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Client's Site / City									
				_____					
				_____					

- 1. Expressed as percentage of 1
- 2. Expressed as percentage of 4

## SECTION-VI

---

### **6. Terms of Reference Consulting Services for: Hiring of consultancy services of Statutory Auditor for conducting Statutory Audit of ASRLMS for the FY 2025-26.**

#### **1.1 About the Procuring Entity**

Assam State Rural Livelihoods Mission Society (ASRLMS) is an autonomous body formed under the Panchayat and Rural Development Department, Govt. of Assam and registered under Societies Registration Act, 1860. The Assam State Rural Livelihoods Mission Society has been set up with the aim to reduce poverty among rural poor through building strong grassroots institution of the poorest of the poor. ASRLMS has multi pronged approach to strengthen livelihoods of the rural poor by promoting women SHGs, providing skill development and placement for youth for wage based occupations in different private/business organizations and imparting self employment oriented training through banks.

It has been designated by Govt. of Assam to implement the Deen Dayal Antodya Yojana-National Rural Livelihoods Mission as well as the Deen Dayal Upadhaya Grameen Kaushalaya Yojana (DDU-GKY) – a programme for skill development and livelihoods opportunities for rural in the state. Further, it is also implementing SOPD-G Scheme Kanaklata Mahila Sabalakaran Yojana (KAMS) and Sakhi Express for providing women empowerment towards livelihoods promotion in the state of Assam.

DAY – National Rural Livelihoods Mission (NRLM) was launched by the Ministry of Rural Development (MoRD), Government of India, in June 2011. The Mission aims at creating efficient and effective institutional platforms of the rural poor, enabling them to increase household income through sustainable livelihoods enhancements and improved access to financial services.

The Placement Linked Skill Development Training Program - Deen Dayal Upadhaya Grameen Kaushalaya Yojana (DDU-GKY) in Assam is also being implemented by the Assam State Rural Livelihoods Mission (ASRLMS) to cater to the challenges of creating a large number of skill development and livelihood opportunities for the rural poor, occupational aspirations of the rural youth and to increase the income levels of rural poor in the State. ASRLMS is implementing NRLM in a phased manner. Across State of Assam NRLM has been implemented in 34 districts and 219 blocks.

## **1.2 About the Project.**

Ministry of Rural Development (MoRD), Government of India has sanctioned and released fund against the Annual Action Plan 2025-2026 approved for the following schemes: -

- Deen Dayal Antodya Yojana-National Rural Livelihoods Mission (DAY-NRLM) amounting to **Rs 652.06 Crore** in the ratio of 90:10 basis by the Central and State share respectively,
- Deen Dayal Upadhyay Grameen Kaushalya Yojana (DDU-GKY) -Skill development & placement linked programme amounting to **Rs 45.74 Crore** has been received in the ratio of 90:10 basis.
- Rural Self Employment Training Institute (RSETI) amounting to **Rs 15.32 Crore** has been received from MoRD, Govt of India in the FY 2025-26.
- Start up Village Entrepreneurship (SVEP) umbrella project for **Rs 71.04 Crore** in the ratio of 90:10 basis by the Central and State share.
- Mahila Kishan Sashaktikaran Pariyojana (MKSP) project for **Rs 59.44 Crore** in the ratio of 90:10 basis by the Central and State share.

ASRLM is also implementing Sakhi Express-SOPD Scheme where sum of **Rs 24.06 Crore** has been released for providing Two-Wheeler Scooters, fuel cost to community cadres of ASRLM in the FY 2025-26.

Further, ASRLM is also implementing SOPD Scheme "Mukhyamantri Mahila Udyamita Abhiyaan" for promotion of members of Self Help Group as rural women entrepreneurs under Panchayat & Rural Development Department, Assam. The aim of the Scheme is to - i) Reduce the level of poverty by developing women SHG (Self Help Group) members as Rural Micro - Entrepreneurs / Lakhpati Baideos; ii) Facilitate women SHG (Self Help Group) members to earn a minimum annual income of Rs.1.00 Lakh through individual enterprises by providing financial assistance as Grant in-aid; iii) Facilitate bank linkages for loans with low interest through interest subvention.

Under this scheme, Entrepreneurship Fund as grant-in-aid of Rs,10,000 per SHG member and Rs 15000/- per Community cadre as Entrepreneurship Fund (Seed Capital) is provided to all eligible members of the Self Help Group( SHGs) under Assam State Rural Livelihoods Mission.

Govt of Assam has released sum of **Rs 3144.74 Crore** in the FY 2025-26 to ASRLM for providing Entrepreneurship fund to eligible SHG members, Training, Capacity building and Administrative Cost under this scheme.

## **2. Terms of Reference.**

### **2.1 Background of the Assignment.**

The background of the Statutory Audit is to ensure that the Society receives adequate independent, professional audit assurance that the proceeds of funding agencies were used for the purposes intended, that the annual project financial statements/consolidated financial statements are free from material misstatement, and that the terms of the funding agencies were complied with in all material respects.

## **2.2 Objective of the Assignment :-**

The objective of the audit is to enable the auditor to express a professional opinion as to whether :-

- (1) The Project Financial Statements and Consolidated Financial Statements of the Society give a true and fair view of the sources and applications of project funds for the period under audit examination;
- (2) The funds were utilized for the purposes for which they were provided,
- (3) The procurement procedure prescribed in the Assam Public Procurement Rules 2020/General Financial Rules 2017/Manual for Procurement of Consultancy Services (updated) 2025 under ASRLMS has been followed.
- (4) The books of account that provide the basis for preparation of the PFS / CFS of the Society are established to reflect the financial transactions of the projects/ Society and are maintained by ASRLMS and its constituent state and district level units.

## **AUDIT STANDARDS**

The audit will be carried out in accordance with the Auditing Standards promulgated by the Institute of Chartered Accountants of India. The auditor should accordingly consider materiality when planning and performing the audit to reduce audit risks to an acceptable level that is consistent with the objective of the audit. The audit should be planned so as to have a reasonable expectation of detecting material misstatements in the project financial statements.

## **2.3 SCOPE OF THE AUDIT ASSIGNMENT.**

In conducting the audit, special attention should be paid to the following:

- Effective project financial management systems and Electronic Fund Management and Solutions (eFMAS) including internal controls were in operation throughout the period under audit examination. This would include aspects such as adequacy and effectiveness of accounting, financial and operational controls, and any need for revision; level of compliance with established policies, plans and procedures; reliability of accounting systems, data and financial reports; methods of remedying weak controls or creating them where there are none; verification of assets and liabilities; and integrity, controls, security and effectiveness of the operation of the computerized system;
- All necessary supporting documents, records, and accounts have been kept in respect of all project transactions including expenditures reported via Interim Unaudited Financial Reports (IUFRRs) where applicable. Clear linkages should exist between the books of account and reports presented to the MoRD, GOI; certification of IUFRR and financial report reconciliation.
- The project accounts have been prepared in accordance with the accounting principles defined in the Project Financial Manual and give a true and fair view of the financial position of the project at the year end and of resources and expenditures for the year ended on that date;

### **2.3.1 PROGRAMME FINANCIAL STATEMENTS FOR DAY-NRLM, DDU-GKY, SVEP, RSETI, MKSP and SOPD SCHEMES.**

The Programme Financial Statements should comprise of the following units (Level)

- (i) **District Mission Management Unit - DMMU Level (Units)**
  - a) Scheme/Programme wise Financial Statement (Receipts & Payments Account, Income & Expenditure Accounts and Balance Sheet) of the DMMU only. There should be separate set of Financial Statement (Receipts & Payments Account,

Income & Expenditure Accounts and Balance Sheet) for each Scheme/ Programme

- b) Consolidated Scheme/ Program wise Financial Statement (Receipts & Payments Account, Income & Expenditure Accounts and Balance Sheet) of the DMMU with the BMMU's to whom fund is released by the DMMU. There should be separate set of Financial Statement (Receipts & Payments Account, Income & Expenditure Accounts and Balance Sheet) for each Scheme/ Programme.

**(iii) State Mission Management Unit – SMMU level.**

- a) Scheme/Programme wise Financial Statement (Receipts & Payments Account, Income & Expenditure Accounts and Balance Sheet) of the SMMU only. There should be separate set of Financial Statement (Receipts & Payments Account, Income & Expenditure Accounts and Balance Sheet) for each Scheme/ Programme.

**(iv) Consolidated report of ASRLMS.**

- a) Society's Consolidated Scheme/ Program wise Financial Statement (Receipts & Payments Account, Income & Expenditure Accounts and Balance Sheet) of the SMMU along-with with DMMU's for all scheme separately implemented by ASRLM. Single set of Financial Statement (Receipts & Payments Account, Income & Expenditure Accounts and Balance Sheet) must be prepared with columnar details for each scheme/Program.

**(v) Other Statements or Schedules to the financial statements which may include:**

- a) Programme/Scheme wise separate list of activity wise/ component wise schematic expenditures ;
- b) Programme/Scheme wise details of assets created or purchased from respective project funds.
- c) Any other reports as may be required by Management for better presentation of Financial Statements.

**(vi) SOPD Scheme Audit Reports.**

**(vii) EPF, Miscellaneous and other Departmental funded scheme / programme Audit Report.**

**(viii) Closure of National Rural Economic Transformation Project (NRETP) Report.**

**2.3.2 STATEMENTS OF EXPENDITURES AND FINANCIAL MANAGEMENT REPORTS**

The Audit Report on the Project Financial Statements/Consolidated Financial Statement of the Society should be prepared in accordance with the Auditing Standards promulgated by the Institute of Chartered Accountants of India. Those standards require an audit opinion to be rendered related to the financial statements taken as a whole, indicating unambiguously whether it is unqualified or qualified and, if the latter, whether it is qualified in certain respects or is adverse or a disclaimer of opinion. In addition, the audit opinion paragraph will specify whether:-

- (1) the funds were utilized for the purposes for which they were provided as per guidelines.
- (2) expenditure shown in the PFS/CFS of the Society meets the objective of DAY-NRLM and Other Scheme/Program.
- (3) the IUFs/FMRs submitted during the period are supported by adequate detailed documentation maintained in the project accounting offices.

**2.3.3 MANAGEMENT LETTER**

In addition to the audit report on the project financial statements, the auditor will prepare a management letter containing recommendations for improvements in internal control and other matters coming to the attention of the auditor during the audit examination, possibly including matters such as the following:

- observations on the accounting records, systems, and controls that were examined during the course of the audit.
- deficiencies or weaknesses in systems and controls, together with specific recommendations for improvement.
- compliance with financial covenants in the mission objective of DAY-NRLM and other Schemes.
- matters that might have a significant impact on the implementation of the project.
- the status of recommendations from previous management letters, including any issue which remain to be addressed and any issue which recurred.
- Any other matter that the auditor considers pertinent.

**2.4 PERIOD, TIMING AND COVERAGE OF STATUTORY AUDIT**

The statutory audit will be done for financial year 2025-26. The audit will be carried out on a yearly basis as under.

Unit	No. of Units in 2025-26.
State Mission Management Unit (SMMU)	1
District Mission Management Unit (DMMU)	34

**2.4.1 Timing:** The audit would be carried out annually and the report should be provided to the SMMU latest by 31st August 2026. The auditor must submit Three copies of the audited accounts and audit report to SMD, ASRLMS at State office (SMMU) in time.

**2.4.2 Period of Appointment:** The auditor will be appointed for a period of One (1) year for conducting the Statutory Audit for the FY 2025-26 and the contract may be extended further depending on satisfactory performance of the CA Firm and requirement of ASRLM. However, the total extension/renewal of contract shall not exceed more than Two (2) consecutive Financial Years.

**2.4.3 Review of the final draft Report-** The final draft report will be reviewed to assess whether auditor delivered all reports and documents specified in the contract, in the form and manner within the time period as specified. ASRLMS will examine whether auditors are covering the scope of work and achieving the objectives of assignment set forth in the description of service mentioned.

**2.5 Data, services and facilities to be provided by the ASRLMS:**

- a. All the project documents, relevant papers needed for Audit will be provided by the ASRLMS. The auditor would be given access to all documents, correspondence, and any other information relating to the Project and deemed necessary by the auditor for carrying out audit.
- b. The auditor would be provided copies of the Project Implementation Plan, and Financial Management Manuals, guidelines, policies and procedures issued by Project Management.

## Request for Proposal

- c. One day workshop will be organized by the ASRLMS for giving details of project/mission. It should be attended by all the members of audit team.
- d. Active support from the officials of ASRLMS.

### 2.6 TEAM COMPOSITION, QUALIFICATION AND EXPERIENCE.

The list of key personnel and whose CVs and experience would be evaluated is as follows :

S.No	Key Professionals	Description of Services to be provided	Experience	No. of persons
1	Team Leader (Key Expert)	Overall coordination, & planning, team leadership, reporting, liaison with client	Qualified Chartered Accountant with at least 15 years of post qualification experience in conducting audit in community development sector schemes/projects funded by Govt /World Bank/Other International Funding Agencies.	1
2	Audit Manager (Key Expert)	Responsibility to lead the audit teams in the field, planning and execution of the audits, discussion with heads of offices at Block /district / state units and report writing and finalization.	Qualified Chartered Accountant with at least 7 years' of post qualification experience in conducting audit of community development Schemes/Projects funded by Govt /World Bank/Other International Funding Agencies.	5
3	Team Member (Non Key Expert)	Audit of SMMU and Field level audit of DMMUs, and BMMUs.	B Com (Hons) with 5 years of experience in accounting, audit and compilation and consolidation of Accounts in community development schemes/projects funded by Govt /World Bank/Other International Funding Agencies.	10

The Audit Firm should provide CVs of key personnel who are expected to be engaged in audit work for evaluation purpose by ASRLMS.

**2.7 Consultancy Fees:-** The minimum Consultancy Fees for the entire assignment excluding reimbursable cost will be **Rs 20,00,000.00 (Rupees Twenty Lakh Only)** excluding Taxes.

## Request for Proposal

2.8 The Travel and logistic arrangement will be made by ASRLM for travel to district offices, which will be reimbursed not exceeding the following rates below.

Sl No	Key Positions	For Transportation.	For Accommodation.	For Refreshment (Per Diem Allowance)	Remarks
1.	Team Leader (1)	By Hired Vehicle. (Rs 1600 per day excluding Fuel. The Rate per km should not be exceeding Rs 13.00 per km.	Upto Rs 2500/-	Rs 1000/- per day.	On Actual Submission of Bills. Team Leader should intimate to ASRLMS about his field visit before commencement.
2.	Audit Manager (5)	By Hired Vehicle. (Rs 1600 per day excluding Fuel. The Rate per km should not be exceeding Rs 13.00 per km.	Upto Rs 2000/- per day.	Rs 800/- per day.	On Actual Submission of Bills. Team Members should intimate to ASRLMS about his field visit before commencement.
3.	Team Member (10)	By Public Transport (Bus / Train- Upto 2 Tier AC)	Upto Rs 1500/- per day.	Rs 500/- per day.	On Actual Submission of Bills. Team Members should intimate to ASRLMS about his field visit before commencement.
<p>Note:- All the Key Positions should have to submit Tour Diary duly certified by District Project Manager-DMMUs after completion of conducting Audit in field while submitting reimbursement claims.</p>					

### **2.9 GENERAL**

The auditor should be given access to any information relevant for the purposes of conducting the audit. This would normally include all legal documents, correspondence, and any other information associated with the project and deemed necessary by the auditor. The information made available to the auditor should include, but not be limited to, a copy of the project financial manual and devolution of power. Project will provide relevant documents, if any, required by the auditor.

**PART II**

**Conditions of Contract and Contract Forms**

**CONTRACT FOR CONSULTANT’S SERVICES**

**Lump-Sum**

**Name of Assignment.....**

**Contract No. \_\_\_\_\_**

**between**

\_\_\_\_\_  
*[Name of the Client]*

**and**

\_\_\_\_\_  
*[Name of the Consultant]*

**Dated: \_\_\_\_\_**

## 1. Form of Contract

### CONTRACT

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

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

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

#### WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

the context permits, a reference to its Appendices.

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

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

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

---

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

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

---

*[Authorized Representative of the Consultant – name and signature]*

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

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

*[Name of the lead member]*

---

*[Authorized Representative on behalf of a Joint Venture]*

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

## 2. General Conditions of Contract

## A. GENERAL PROVISIONS

### 1. Definitions

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

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

- (l) "Party" means the Client or the Consultant, as the case maybe, and "Parties" means both of them.
- (m) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (n) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (o) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (p) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

**2. Relationship between the Parties**

**3. Law Governing Contract**

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

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

**4. Language**

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

**5. Headings**

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

**6. Communications**

6.1. Any communication required or permitted to be given or made

**Form of Contract**

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

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

**7. Location**

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

**8. Authority of Member in Charge**

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

**9. Authorized Representatives**

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

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

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

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

information for participation in-

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

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

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

## **B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **11. Effectiveness of Contract**

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

### **12. Termination of Contract for Failure to Become Effective**

### **13. Commencement of Services**

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

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services

not later than the number of days after the Effective Date specified in the **SCC**.

**14. Expiration of Contract**

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.

**15. Entire Agreement**

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

**16. Modifications or Variations**

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

**17. Force Majeure**

**a. Definition**

17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

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

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.

**b. No Breach of Contract**

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected

by such an event has taken all reasonable precautions, due care and reasonable

alternative measures,

of carrying out the terms and conditions of this Contract.

**c. Measures to be Taken**

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

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

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

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

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

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

**18. Suspension**

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

**19. Termination**

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

**a. By the Client**

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

**b. By the Consultant**

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

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

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

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

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

**c. Cessation of Rights and Obligations**

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

**e. Payment upon Termination**

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraph (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly

termination of this Contract, including the cost of the return travel of the Experts.

## **C. OBLIGATIONS OF THECONSULTANT**

### **20. General**

#### **a. Standard of Performance**

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

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

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

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

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

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

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

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

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

- a) Conflict of Interest occurs when the private interests of a procuring entity or its personnel, such as personal, non-official, extra- professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its

**b. Law Applicable to Services**

**21. Conflict of Interests**

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

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

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

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

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

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

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

**22. Confidentiality**

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

**23. Liability of the Consultant**

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

**24. Insurance to be Taken out by the Consultant**

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

**25. Accounting, Inspection and Auditing**

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

**26. Reporting Obligations**

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

**27. Proprietary Rights of the Client in Reports and Records**

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

27.1 Unless otherwise indicated in the **SCC**,

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

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

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

## **28. Equipment, Vehicles and Materials**

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

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

## **D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

### **29. Description of Key Experts**

### **30. Replacement of Key Experts**

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

### **31. Removal of Experts or Sub-consultants**

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

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

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

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

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

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

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

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

#### **E. OBLIGATIONS OF THE CLIENT**

### **32. Assistance and Exemptions**

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

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

obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

- (e) Assist the Consultant, any Sub-consultants and the Experts of

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

**33. Access to Project Site**

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

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

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

**35. Services, Facilities and Property of the Client**

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

**36. Counterpart Personnel**

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

**37. Payment Obligation**

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

**A.**

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

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

## F. PAYMENTS TO THECONSULTANT

### 38. Contract Price

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

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

### 39. Taxes and Duties

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

### 40. Currency of Payment

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

### 41. Mode of Billing and Payment

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

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

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

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

thereafter the foregoing process shall be repeated.

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

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

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

## **G. FAIRNESS AND GOOD FAITH**

### **42. Good Faith**

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

## **H. SETTLEMENT OF DISPUTES**

### **43. Amicable Settlement**

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

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

### **44. Dispute Resolution**

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

### 3. Special Conditions of Contract

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

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

	<p><i>Client of an advance payment guarantee (see Clause SCC 45.1(a)), etc.]</i></p> <p><b>The effectiveness conditions are the following:</b> <i>[insert “N/A” or list the conditions]</i></p>
<b>12.1</b>	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p>The time period shall be _____ <i>[insert time period, e.g.: four months].</i></p>
<b>13.1</b>	<p><b>Commencement of Services:</b></p> <p>The number of days shall be _____ <i>[e.g.: ten].</i></p> <p>Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
<b>14.1</b>	<p><b>Expiration of Contract:</b></p> <p>The time period shall be _____ <i>[insert time period, e.g.: twelve months].</i></p>
<b>21.5</b>	<p><b>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC21.4.g</b></p> <p>Yes _____ No</p>

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

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

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

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

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

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

#### 4. Appendices to Contract

##### APPENDIX A – TERMS OF REFERENCE

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

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

.....

##### APPENDIX B - KEY EXPERTS

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

.....

##### APPENDIX C – BREAKDOWN OF CONTRACT PRICE

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

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

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

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

**APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE**

*[See Clause GCC 41.2.1 and SCC  
41.2.1]*

*{Guarantor letterhead}*

**Bank Guarantee for Advance  
Payment**

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

**Beneficiary:** \_\_\_\_\_ *[insert Name and Address of Client]*

**Date:** \_\_\_\_\_ *[insert date]* \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ *[insert number]* \_\_\_\_\_

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

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

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

- (a) has failed to repay the advance payment in accordance with the Contract  
conditions, specifying the amount which the Consultant has failed to repay;

(b) has used the advance payment for purposes other than toward providing the Services under the Contract.

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

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

\_\_\_\_\_  
*[signature(s)]*

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

\_\_\_\_\_  
<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment.

---

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

