

*RFP for Selection of Technical Agency for PMU for Panchayat Own Source Revenue
Enhancement Cell (PREC)*



सत्यमेव जयते

**Ministry of
Panchayati Raj**

**Request For
Proposal (RFP) for**

**RFP for Selection of Technical Agency for PMU for Panchayat Own Source Revenue (OSR)
Enhancement Cell**

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*RFP for Selection of Technical Agency for PMU for Panchayat Own Source Revenue Enhancement
Cell (PREC)*

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RFP for Selection of Technical Agency for PMU for Panchayat Own Source Revenue Enhancement Cell (PREC)

**REQUEST OF PROPOSAL (RFP)
FOR**

Selection of Technical Agency for PMU for Panchayat Revenue Enhancement Cell (PREC)

Ministry of Panchayati Raj (MoPR) invites request for proposal (RFP) from agencies for setting up a Technical Agency PMU for Panchayat Own Source Revenue (OSR) Enhancement Cell for strengthening and monitoring Panchayats' Own Source of Revenue.

Eligible bidders are invited to submit their bids in accordance with the terms specified in the RFP.

For any clarifications, the Bidder may contact

Shri. Ram Pratap, Director (Fiscal Devolution) MoPR, 25

K.G. Marg, New Delhi- 110001

Contact: 011 – 23356150

Email: pratap.ram@nic.in



1. Introduction

1.1. Purpose of this document

Ministry of Panchayati Raj, Government of India, (herein MoPR) proposes to set up a Panchayat Own Source Revenue Enhancement Cell at New Delhi by engaging the services of a Consultancy firm(s) to augment its in-house capacities in coordinating with the States and other stakeholders. The cell shall be responsible for augmenting the Own Source Revenue potential of Panchayats as well as their capabilities to transition to **Growth Centres or Aatm-Nirbhar Panchayats**.

1.2. About Ministry of Panchayati Raj (MoPR)

The Ministry of Panchayati Raj was created on 27th May 2004. It has the primary objective of (i) overseeing the implementation of Part IX of the Constitution, (ii) implementation of 'The Provisions of the Panchayats (Extension to the Scheduled Areas) Act, 1996 (PESA Act) in the Fifth Schedule areas and (iii) operationalizing District Planning Committees in terms of Article 243D of Part IX-A of the Constitution. Since most of the actions including the framing of laws rests with the State Governments, the Ministry strives to achieve its goals with regard to improvements in the functioning of Panchayats primarily through policy interventions, advocacy, capacity building, persuasion, and financial support.

The aim of the Ministry is to make Panchayati Raj Institutions (PRIs) an effective, efficient, and transparent vehicle for local governance, social change and public service delivery mechanism meeting the aspirations of local population.

1.3. Enabling Own Source Revenue through a Dedicated Cell at MoPR

The 73rd Constitutional Amendment has made provisions for devolution of political, administrative and taxation power from the State Governments to the Gram Panchayats (GPs). Article 243H authorizes the Panchayats to levy, collect and appropriate taxes, duties, tolls, and fees apart from receiving Grant - In - Aid from Central and State Governments. Panchayats are also constitutionally mandated to plan for economic development and social justice, hence there is an urgent need for the augmentation of the Panchayat's Own Source Revenue (herein OSR).

To enable the GPs to exercise its provisions, it is planned to setup Panchayat Own Source Revenue Enhancement Cell at MoPR to strengthen the mechanism for realization of Own Source Revenue in order to make the Panchayats self-sustainable and enabling them to optimally utilize the available resources. MoPR will drive this intervention nationally. This initiative requires competent skillset and expertise to drive the objective under the Rashtriya Gram Swaraj Abhiyan (RGSA) framework focusing to enhance the self-reliance of Panchayati Raj Institutions (PRIs) by strengthening their Own Source Revenue (OSR).



1.4. Need for a Technical Agency for Transforming Gram Panchayats into Growth Centers

India's rural population—constituting 70% of the nation—relies not only on agriculture but increasingly on non-agricultural activities as well. With a focus on empowering rural communities to thrive within their areas, there is a clear need to monetize assets, create jobs, and encourage economic aspirations. Initiatives like *Sabki Yojana*, *Sabka Vikas* (People's Plan Campaign) and the nationwide launch of Panchayat Development Plans, along with efforts in digital inclusion, enhanced road connectivity and basic infrastructure services, are expanding sustainable livelihood options and bridging the rural-urban divide. Furthermore, Article 243-G of the Constitution empowers states to devolve responsibilities for implementing schemes aimed at economic development and social justice, covering 29 subjects listed in the 11th Schedule. These provisions support localized governance, equipping rural areas with the tools and opportunities to build prosperous and resilient communities.

In convergence with the above, the Government of India launched a revamped Rashtriya Gram Swaraj Abhiyan (RGSA) framework 2022-2023 to 2025-2026 to build capacity & also to enhance the self-reliance of Panchayati Raj Institutions (PRIs) by strengthening their Own Source Revenue (OSR). This initiative aims to empower Gram Panchayats (GPs) to design and implement projects that not only generate revenue but also foster sustainable development within rural communities. The proposed program will anchor Gram Panchayats to act as Aatm-Nirbhar Panchayats and will be one of the strategic programs within the RGSA framework designed to build the capacity of GPs, enabling them to launch and sustain bankable projects that drive OSR enhancement. By fostering an ecosystem of financial independence and sustainable revenue generation, the program envisages to enable GPs to become growth engines for their communities. This initiative, through its focus on capacity building, strategic project development, and robust governance, has the potential to redefine rural development in India.

Many Peri-urban Panchayats and Census Towns exhibit rapid economic shifts, benefiting from proximity to highways, coastlines, urban markets, trade routes, etc. These areas serve as potential emerging economic hubs, attracting industries, tourism, and service sectors. However, the lack of technical expertise to plan, implement, and manage large-scale infrastructure and economic development projects act as a bottleneck for these strategically located GPs.

To harness the economic potential of high-growth potential Panchayats, Panchayat Own Source Revenue Enhancement Cell will require specialized skill sets and capabilities which can be hired through a dedicated Technical Agency Project Management Unit (TA PMU) at MoPR.

This specialized TA PMU will provide support in financial planning, infrastructure development, capacity building, procurement, and performance monitoring. It will assist Panchayats in monetizing assets, leveraging government schemes, attracting investments, and enhancing Own Source Revenue (OSR). By bridging technical and institutional gaps, the agency will enable Panchayats to evolve into self-sustaining Growth Centers, localizing economic sustainability, employment generation, and improved public services.



1.5. Detailed Scope of Work for TA PMU


The technical agency at Panchayat Own Source Revenue Enhancement Cell (PREC) will support GPs in preparing bankable projects, sourcing credit, and facilitating in Project Structuring, opting for feasible procurement model or Public-Private Partnership (PPP) or Hybrid Model. Additionally, the TA PMU will also serve as advisory unit for enabling GPs in identifying, preparation, structuring, planning designing, implementation (procurement) of the projects, ensuring that the projects are efficiently executed and provide long-term financial sustainability for the selected GPs. The primary objective of the MoPR through this initiative is to empower selected GPs to utilise and increase their OSR by implementing bankable projects. **The TA PMU will focus on 6 major outputs:**

1. **Localising Sustainable Development:** Encouraging GPs to identify local opportunities and resources, translating into financially viable projects thereby fostering long-term economic growth and self-sufficiency.
2. **Innovative financing models:** To assist Gram Panchayats in understanding & accessing available financing tools and establishing networks to meet their future financial needs.
3. **Establish a Challenge fund:** Establishing a mechanism to operationalize the challenge fund, empowering GPs to access it and design projects tailored to their specific needs. Furthermore, the **success fee model on project milestones** can be adapted for the implementation in the long run in the selected GPs, to start with.
4. **Governance Strengthening:** Establishing governance mechanisms and frameworks to support effective project implementation and OSR generation.
5. **Enhanced OSR for GPs:** Implementing bankable projects in the selected GPs, which aids in increased OSR, thereby promoting financial self-sufficiency & Atmanirbharta.
6. **Improved financial management:** Enhance financial management practices within Gram Panchayats by promoting transparency, accountability, and efficiency in budgeting, resource allocation, and expenditure monitoring of the project.
7. **Sharing of Best Practices:** Fostering sharing of best practices and learnings across GPs, enabling adoption of the best case-use across regions/ state.

The TA PMU will provide technical assistance and strategic guidance to selected GPs, facilitating access to credit, partnership with financial institutions, and establishing the GPs as economic growth centres that support the economic and social needs of rural communities. The scope of the technical agency may evolve as per project requirements and the directives of the MoPR.

1.5.1. TA PMU Reporting and Project phasing

The TA PMU will be established at the Central level for a duration of four years, it will play a crucial role in assisting the MoPR and selected GPs in the following areas. The TA PMU will engage in the project with two-phased approach as defined below:



Phase 1: Guideline formulation and Outreach (3 months)

- **Guideline Formulation and setting up of the process for selection of GPs projects:** Draft operational guidelines for the scheme, defining project identification, screening and selection steps, project preparation and process. The guidelines will also specify detailed roles, responsibilities, and overall governance and management processes. The guideline will include a checklist for project screening, evaluation criteria, shortlisting and process for financing the selected projects. The activities within these tasks will be:
 - Assist in the selection of 100 Gram Panchayats annually for transition into Growth Centers.
 - Develop governance and operational guidelines for project (includes, planning, financing, and execution).
 - Create project screening checklists, evaluation criteria, and financing processes for project selection and implementation. The checklist will also include legislative and enabling environment in the GPs.
 - Engaging with relevant stakeholders, including government agencies, financial institutions, private sector players, and development organizations to identify list of stakeholders.
- **Stakeholder Engagement and Outreach:** Collaborate with State Governments to conduct outreach programs, encouraging GP participation in the scheme and raise awareness about scheme/initiative benefits.
 - Coordinate capacity-building initiatives with state anchors, providing knowledge and guidance to GPs in project formulation, financial planning, and digital governance.
 - Further assisting State Governments in conducting outreach programs for GPs, providing training and technical assistance to enhance GP participation.

Phase 2: Technical Support for Operationalization Leading to Financial closure (6 months)

- a) **Technical Assistance for Project Development:** Provide strategic and hands-on support to GPs in designing and implementing bankable projects which are financially sustainable in long-term and have potential to generate revenue for the GP. TA PMU support will also aid the GPs to align with other line Ministries interventions to source funds, implement, operate and maintain the projects (In case of PPPs). Key activities will be:
 - Develop use case projects/ list of projects across various sectors/ models for GPs to identify bankable projects
 - Screen project and identify feasible projects and enabling environment based on data received from the GPs.
 - Guide in the overall process for project preparation and revenue generation model in consultation with the GPs
 - Assist the GPs to establish need assessment and scalability of the projects from sustainability aspects- O&M, Financial Management, Expenditure and Revenue generation.
 - Provide strategic guidance on the key capability and institutional arrangements along with documentation needed for the feasibility and bankability of the project.



- Support in procurement strategy, EPC/ PPP/ Hybrid in consultation with the stakeholders and Line ministry for PPP projects.
 - Formulating tenders / appointment of contractors to GPs for implementing the projects on ground.
- b) **Support on accessing financial resources/ Credit Facilitation and Financial Partnerships:** Assist Gram Panchayats in accessing financial resources from diverse sources, including NABARD, Commercial Banks and other funding agencies. The activities within this task will be:
- Facilitate credit identification sources to Gram Panchayats in project execution, operation, and maintenance.
 - Assist Gram Panchayats in accessing financial institutions and credit agencies to secure funding for infrastructure and revenue generation projects.
 - Support the GPs to develop innovative financing models (like rural bonds based on Pooled financing, Asset monetization, Value Capture Instruments & PPP etc.,) and help in identifying various funding sources.
 - Facilitate trainings and sharing of use cases on for project budgeting, revenue and expenditure, financial planning, financial integration and accountability matrices.
- **Monitoring and Reporting:** Establish key performance indicators (KPIs) to monitor progress, assess outcomes, and prepare consolidated reports on program performance which includes progress, financial disbursement, and program performance. for key stakeholders.
- Regular monitoring reports and outcome assessments will be prepared to measure the impact of each project, facilitating iterative improvements and knowledge sharing. Monitoring will also infer and converge data relating to improved governance and policies, identifying credit sources, and process mapping for tangible outcomes and impacts.
 - Tracking and documenting the progress and outcomes of projects, producing regular reports, financial disbursement and management and advising the government on scaling program activities for subsequent rollout phases
- **Coordination for Knowledge and Best Practices Sharing:** Foster communication and knowledge-sharing platforms for GPs, enabling peer learning and sharing of best practices across regions. The TA PMU will also document successful models and advise on scaling best practices among Gram Panchayats/Blocks. Enable access to various platforms for peer learning and best practice exchange among Gram Panchayats /Blocks

1.6. Team Composition

To deliver the scope and meet the objective of the TA PMU, following team composition is envisaged. The TA needs to position the experts as per the specified person months. Further, to meet the over-arching needs of the project, TA PMU can deploy competent staff in supporting roles, who can support the key experts in coordination, data analysis, documentation and research for seamless delivery of

the outputs expected from TA PMU.

Si No	Position	Qualification	Broad Role and Responsibilities	Person Months
1.	Team Leader – Finance Expert (2 in No.) (Key)	<ul style="list-style-type: none"> • Master's in Finance/ Economics / Public Finance / MBA (Finance) / CA. • 10+ years in municipal finance, local government finance, municipal bonds, pooled financing. 	<ul style="list-style-type: none"> • Lead overall project execution and strategy. • Develop financial models for Own Source Revenue (OSR). • Develop guidance notes/SOPs financial structuring, revenue forecasting, and credit enhancement. • Support Rural bonds, PPPs, and pooled financing. • Liaise with Government agencies for policy recommendations. • Support Ministry in selection of Panchayats and viable projects • Support in drafting legislation, guidelines, and rules for revenue generation and tax administration for Panchayati Raj Institutions (PRIs). • Conduct State-level technical consultations with key stakeholders. 	48
2.	Infrastructure Engineer (Key)	<ul style="list-style-type: none"> • Bachelor's/Master's in civil engineering/ Infrastructure Planning/Infrastructure Management • 7+ years in rural 	<ul style="list-style-type: none"> • Develop case options/ cost-effective infrastructure solutions for rural economic zones. • Define scope of the project/ concept and project models for GPs to 	48

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Si No	Position	Qualification	Broad Role and Responsibilities	Person Months
		and urban infrastructure development (roads, water supply, sanitation, energy).	<p>adopt the project preparation process.</p> <ul style="list-style-type: none"> • Advise on the design and implement infrastructure projects in selected Gram Panchayats/Blocks. • Develop steps and SoPs for feasibility studies and technical due diligence • Ensure sustainability and resilience in infrastructure project identification and planning for long-term project life including O&M. • Track project preparation, planning, designing and implementation progress • Identify gaps and support the GPs in SMART project management. • Coordinate with Line Ministry for PPPs interventions during project preparation. 	
3.	Procurement Expert (Key)	<ul style="list-style-type: none"> • Master's in Finance/Economics , / Procurement Management/ Chartered Accountancy . • 7+ years in procurement, contract management, PPP structuring. 	<ul style="list-style-type: none"> • Advise GPs in structuring and project financial modeling which is aligned to the procurement processes of the State. • Develop procurement strategies in line with Government norms, either EPC/ PPPs or Hybrid. • Assist in sharing case models for structuring and managing project structuring models for rural infrastructure 	48

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Si No	Position	Qualification	Broad Role and Responsibilities	Person Months
			<p>projects.</p> <ul style="list-style-type: none"> • Ensure transparency and accountability in contract management. • Ensure timely completion of projects. • Work closely with Line Ministry for PPPs interventions during project preparation and procurement process for GPs. 	
4.	Project Performance Monitoring & MIS Specialist (Key)	<ul style="list-style-type: none"> • Master's in Data Analytics/Information Systems / Project Management/ MBA. • 7+ years in Project Monitoring, MIS Development, Impact Assessment. 	<ul style="list-style-type: none"> • Design and maintain a MIS system for tracking project performance. • Develop tool for monitoring of financial and operational KPIs. • Conduct impact assessments and suggest corrective measures. • Ensure data-driven decision-making for financial planning and governance. • Track progress as per the KPIs. • Monitor the reform / policy/ and infrastructure project progress and identify lags for timely support. 	48
5.1	Technical Support Staff- 1 (Non -key)	<ul style="list-style-type: none"> • Bachelor's/Master's in Engineering/ Planning. • 4+ years in rural and urban infrastructure 	<ul style="list-style-type: none"> • Provide technical support to the Key Team • Maintain reports and documentations for dissemination purpose. 	48

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Si No	Position	Qualification	Broad Role and Responsibilities	Person Months
		development (roads, water supply, sanitation, energy).	<ul style="list-style-type: none"> Assist in data collection, field coordination, and stakeholder consultations. 	
5.2	Technical Support Staff-2 (2 in Number) (Non -key)	<ul style="list-style-type: none"> Bachelor's/Master's Rural Development/ Finance/ Development Studies/ Management 4+ years in procurement, contract management, PPP structuring. 	<ul style="list-style-type: none"> Support report preparation, documentation, and analysis. Ensure smooth execution of project activities and coordination with government bodies. 	48

2. Nature of RFP

This RFP is for obtaining services of bidders/firms (here in Agency) for participation in the bid process for Selection of Technical Agency PMU as Panchayat Own Source Revenue Enhancement Cell for strengthening and monitoring Panchayats' Own Source Revenue and facilitating Panchayats as Aatm-Nirbhar Panchayats. The Agency will be responsible for providing the necessary consultancy services outlined under Section 1.5: Scope of work of this RFP, initially for a period of 4 years from effective date and extendable subject to the requirement of MoPR and satisfactory performance of the agency.

3. Schedules and Critical Dates

The tentative schedules and critical dates are shown below:

Bid document issuing authority	Ministry of Panchayati Raj Government of India
Name of the Work	RFP for Selection of Technical Agency for PMU for Panchayat Own Source Revenue Enhancement Cell
Date of publishing of e- Notice Inviting Tenders (NIT)	As per GeM bid document
Tender Reference No.	
Place of availability of Bid Documents (RFPs)	www.gem.gov.in

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Place for uploading bids	www.gem.gov.in
Cost of Bid documents	Free of Cost
Bid processing fee	Free of Cost
Earnst Money Deposit	EMD provisions as per Para 7
Nature of bid process	Two bid system
Last Date for Submission of written queries by bidders for clarification on NIT	As per bid document
Date and Time of Pre- bid meeting	As per bid document
Venue for Pre-bid meeting	Main Conference Hall, 11th Floor, MoPR, Jeevan Prakash Building, K. G. Marg, New Delhi- 110001
Last date and time for submission of bid	As per bid document
Validity of Proposal/Bid	180 Days from the Last Date of Submission of the Bid
Method of Selection	Quality and Cost-Based Selection (QCBS)
Date and Time of Opening of Technical bid	As per bid document
Total Cost of the Project	Rs. 11.84 Crores

***MoPR may cancel the bid at any stage without assigning any reason(s)**

4. Mode of proposal submission

Request for Proposal (RFP) is available at Government e-Marketplace Portal (GeM portal) (<https://gem.gov.in>) for ready reference. Bid against this RFP shall be submitted online only at Government e-Marketplace Portal (GeM portal) (<https://gem.gov.in/>). No other mode of bid submission shall be accepted.

Process	Actions
Pre-Qualification (PQ)	<p>The proposal shall be titled, "Pre-Qualification: RFP <name & dated>" and shall be uploaded (on GEM Portal) as single pdf document covering requisite documents mentioned in PQ clause, not limited to:</p> <ol style="list-style-type: none"> EMD / "Bid Security Declaration" -Against EMD Waiver Eligibility related all supporting documents. (As per PQclause) A board resolution authorizing the Bidder to sign/ execute the proposalasa binding document and to execute all relevant agreements forming partof RFP. <p><i>Proposal cannot contain any bid related pricing/ financials, in either explicit or implicit form, in which case the bid will be summarily rejected</i></p>

	<ul style="list-style-type: none"> • <i>IT SHOULD BE CLUBBED WITH TECHNICAL QUALIFICATION</i>
Technical Qualification (TQ)	<p>Technical Proposal shall be prepared in accordance with the Scope/ Requirements of the RFP using the suggested formats/structure. The proposal shall be titled, "Technical Qualification: RFP <name & dated>".</p> <ul style="list-style-type: none"> • The technical proposal shall be uploaded (on GEM Portal) as a single pdf document covering all requirements. All pages of the document(pdf) shall be numbered & signed by the authorized signatory. • Technical proposal shall cover the documents required against the technical evaluation parameters and the technical presentation. <p><i>Technical Proposal cannot contain any bid related pricing/financials, in either explicit or implicit form, in which case the bid will be rejected</i></p>
Financial Proposal	<p>Financial Proposal shall be submitted only in accordance with the suggested formats in the RFP. Company name (with address & contact details) & logo should be placed on all pages of the Financial Proposal. The proposal shall be titled "Financial Proposal - RFP <name & dated>". <i>Financial Proposal cannot be kept/mixed with the Pre-Qualification(PQ) proposal and Proposal(Technical Proposal) in either explicit or implicit form, in which case the bid will be rejected</i></p>

5. Proposal validity

The proposals shall be valid for a period of six (06) months from the last date of bid submission. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal. In exceptional circumstances, at its discretion, the Ministry may solicit the bidder's consent for an extension of the validity period. The request and the responses there to shall be made in writing.

6. RFP Document Fees

RFP document(s) can be downloaded from the Government e-Marketplace Portal, i.e., GeM Portal. There are no Tender / Document fees for this RFP.

7. Earnest Money Deposit (EMD)/ Bid Security

7.1. Bid Security /EMD Rate

Bids not accompanied with EMD shall be rejected summarily. EMD shall be valid for 45 days beyond the final Bid validation period should be submitted in the form of Account Payee Demand Draft/Fixed Deposit receipt/Banker's cheque or Bank Guarantee from any of the Scheduled Commercial banks in an acceptable form drawn in favour of DDO , MoPR, New Delhi or hypothecated in Favor of PA, MoPR, New Delhi. The EMD should be submitted in

physical form to the Director, (FD) 11th Floor, Jeevan Prakash Building ·K.G.Marg, New Delhi-110001 (at least one day before opening of technical bids as specified in the critical dates. **The EMD amount to be deposited should be Rs. 25 Lakhs.**

7.2. Bid Security /EMD Return:

The EMD of the unsuccessful bidders would be returned before the expiry of the final bid validity or 30th day after the award of the contract. No interest shall be paid by the MoPR for the sum deposited as EMD. However, EMD of technically unsuccessful bidders would be returned within 30 days declaration of result of technical bid evaluation. EMD of the successful bidder would be returned only on receipt of Performance Security Deposit.

7.3. EMD Exemption:

As per Rule 170 of General Financial Rules (GFRs) by the Government of India and Office Memorandum No.F.9/4/2020-PPD dated 12 November 2020, by the Procurement Policy Division, Department of Expenditure, Ministry of Finance, Micro and Small Enterprises (MSMEs) and the firms registered with the concerned Ministries / Departments viz., *Central Purchase Organization, Quality Council of India etc.*, are exempted from submission of Earnest Money Deposit (EMD). However, all the bidders are required to sign '**Bid Security Declaration**' accepting that if they withdraw or modify their bids during the validity period as defined under Section 5 of this RFP, they will be suspended for the time specified in the tender documents. On violation of the Bid Security Declaration, the bidder may be suspended for a maximum period of one year.

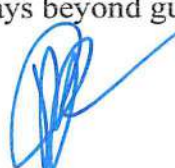
7.4. Failure to agree with the Terms & Conditions of the RFP

Without prejudice to above, failure of the successful bidder to agree with the Terms & Conditions of the RFP or, found debarred at the time of award of contract shall constitute sufficient grounds for the annulment of the award and in such event MoPR will re-tender. In such a case, MoPR shall forfeit the EMD of successful bidder.

8. Performance Bank Guarantee (PBG)

A PBG / Performance Security of 5% of the value of the contract shall be furnished by the successful bidder at his own expense deposit with MoPR within ten (10) working days from the date of issuance of work order, an unconditional and irrevocable Performance Security Deposit in the form of Fixed Deposit Receipts or account payee demand draft or online payment in acceptable form or Bank Guarantee issued by any scheduled commercial bank to MoPR, payable on demand, for the due performance and fulfillment of the contract by the bidder

- i). The PBG should be furnished before signing the contract, within 15 days from the issue of WO and should be valid for additional six (6) months after the contract end period.
- ii). PBG to remain valid up to 180 days beyond guarantee/warranty obligations after which this shall be returned.



- iii). MoPR may forfeit the PBG / Security for any failure on part of the selected organization (winning bidder) to complete its obligations under the Agreement.
- iv). No interest will be paid by MoPR on the amount of performance security Deposit.

9. Bidding process

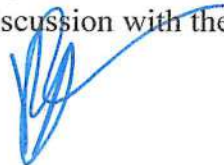
A Two - Bid system will be followed with simultaneous receipt of pre-qualification along with technical and financial bids through GeM Portal only, as also mentioned in Mode of Bid submission. Before submitting the bids, bidders may apply due diligence and read out thoroughly (line by line) and seek clarification in pre-bid meeting (if required). MoPR will not be responsible for any error/over sight of their own.

9.1. Pre-bid meeting

- i). MoPR will host a pre-bid meeting on the date mentioned under Point 3: Schedules and Critical Dates. In case there is any change in date, time, and venue, the same will be updated on the website of MoPR and on GeM for information of the bidders. No other communication either in writing or through email or any other mode will be made by MoPR for updating the same.
- ii). The bidder or its official representative (on production of authorization letter) may attend the pre-bid meeting. Bidders may confirm their participation one day in advance.
- iii). The purpose of the meeting is to provide bidders with information regarding the RFP and the requirements, and to provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP.
- iv). The responses, if any, of the pre-bid meeting shall be uploaded on the Ministry's website: www.panchayat.gov.in.
- v). MoPR can make modifications in the RFP if required, as a result of pre-bid meeting. All such modifications made in the RFP shall be issued as Corrigendum and shall be uploaded on the Ministry's website: www.panchayat.gov.in Further, all the critical dates may be extended, if required.
- vi). MoPR reserves the right to change the date & time of the pre-bid meeting without assigning any reasons, thereof.

9.2. Tender Evaluation Committee

The Tender Evaluation Committee (TEC) constituted as per Rule 189 of the General Financial Rules 2017, by the competent authority of MoPR shall evaluate the bid responses submitted by the bidders in accordance with the Govt. of India Rules in vogue on the subject. The decision taken by TEC in the evaluation of Technical and Financial bids shall be final which will be submitted to competent authority for awarding the contract. No correspondence will be entertained outside the process of negotiation/ discussion with the committee /MoPR.



9.3. Opening of Bids

The Technical Bids shall be opened on the scheduled date and time as per notification of GeM / MoPR. In the event, the specified date of bid opening being declared a holiday, the bids will be opened at the same time and location on the next working day.

10. Evaluation Process

10.1. Technical Bid Evaluation

- i). The Tender Evaluation Committee (TEC) shall evaluate the responses received from bidders along with supporting documents/documentary evidence. Inability to submit requisite supporting documents/ documentary evidence by bidders may lead to rejection of bids.
- ii). The bidders should fulfill the mentioned mandatory selection criteria as mentioned under Selection Criteria to participate further in the Bid process. Tender Evaluation Committee (TEC) shall evaluate the technical bids which fulfil all the defined selection criteria
- iii). The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee /MoPR.
- iv). The Competent Authority reserves the right to reject any or all the bids on the recommendations of TEC. Each and every bid shall be evaluated as per the criteria, requirements, and Terms & Conditions as specified in the RFP.
- v). TEC may seek further clarifications on bids from the bidders. If during the evaluation, TEC finds any minor infirmity and/or irregularity and/or non-conformity in a bid, TEC will convey its observation on such 'minor' issues, which has no price implication, to the bidders on GeM Portal asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that bid will be liable to be ignored. However, any uncorroborated document shall not be considered.
- vi). Weightage of 80:20 will be maintained between Technical and Financial Scores to arrive at the overall score. To qualify for financial evaluation, the Bidder must score at least 70 (out of 100) in the technical evaluation conducted.

10.2. Final Evaluation

- i). The final bid evaluation will be based on the Quality Cost Based System (QCBS) on a 80:20 basis.
- ii). Amongst the technically qualified bidders, the bidder quoting the least would be given a financial score of 100.

The financial score of other bidders will be determined as under:

$$\text{Financial Score (FS)} = (\text{Lowest Quote} / \text{Quote of Bidder}) \times 100$$

$$\text{Total Score (TS)} = (\text{Technical Score} \times 0.80) + (\text{Financial Score} \times 0.20)$$

iii). The bidder with the highest Total Score will be awarded the contract.

11. Selection Criteria

11.1. Pre-qualification criteria for selection:

The agency must fulfill the eligibility criteria and submit the requisite documentary evidence as mentioned in the table below in order to qualify. In absence of any document, bidder shall be disqualified.

S.no	Basic requirement	Specific requirements	Documents required
1	EMD	<ul style="list-style-type: none"> Each bidder has to submit EMD as mentioned in relevant para. Bids not accompanied with EMD shall be rejected summarily. Micro & Small Enterprises (MSE) and startups are exempted from submission of EMD subject to submission of Bid securing declaration as per standard format. 	Scanned copy of EMD or Bid securing declaration in case availing exemption.
2	Legal Entity	<ul style="list-style-type: none"> The bidder should be a company registered in India under the relevant act such as Companies Act 1956 / 2013, or a partnership registered under the India Partnership Act 1932 or Partnership firm registered under Limited Liability Partnership Act 2008 or Proprietary firm with their registered office in India for the 10 years. The bidder must have a registration number for GST (Goods and Services Tax) and hold a valid PAN. 	<ul style="list-style-type: none"> Certificate of Incorporation attested by Signing Authority/ Certificate of Incorporation Copy of PAN /TAN GST Registration
3	Bidder Operations	The bidder should be consultancy firm operating in India at least for the last five financial years (i.e., 2024-25, 2023-24, 2022-23, 2021-22, 2020-	CA certificate confirming the cumulative turnover of the bidder from consultancy services for

RFP for Selection of Technical Agency for PMU for Panchayat Own Source Revenue Enhancement Cell (PREC)

S.no	Basic requirement	Specific requirements	Documents required
		21) and at least 1 office in Delhi NCR.	the stated financial years must be submitted
4	Financial Capability	1. The bidder's average annual turnover from consulting services should be Rs.300 crores or more in the last five years (2024-25, 2023-24, 2022-23 and 2021-22, 2020-21) 2. The bidders should have positive net-worth during last five financial years (2024-25, 2023-24, 2022-23 and 2021-22, 2020-21).	Audited Balance sheet of respective financial year to be enclosed along with turnover certificate mentioning the turnover and net worth from consulting services duly certified by registered CA.
5	Professional Strength	The bidder must have at least 100 full-time consulting staff on its rolls as on the submission of the bid date.	Certification by the Head (HR) for the number of technically qualified professional employed by the company.
6	Work Experience	Bidders must have three ongoing /completed assignments on revenue augmentation / enhancement/ financial reforms & project designing/ structuring. The assignments must demonstrate scope relating to improved Own Source Revenue for Central /State/ Local Government entities with consulting fee more than INR 2 crore in last 7 Financial years (2018-2025)	WorkOrderLetter/Contract agreement/ Completion /Performance Certificates from the client.
7	Blacklisting	The bidder, as on the date of bid submission, has not been blacklisted or debarred in the last three years and is not under blacklisting period/ active debarred list by any of the Central or State Government Organization / Public Sector Undertaking/ Autonomous Body etc.	An undertaking (self-certification in the company's letterhead) is to be submitted along with the Bid.
8	Conflict of Interest	The bidder should not have a conflict of interest in the assignment as specified in the bidding document. Comply with the code of integrity as specified in the bidding document, as contained in Rules 175 of GER, 2017.	Duly signed undertaking from the authorized representative of the Agency on the Agency's letterhead signed by the Agency's authorized Signatory as per format attached.

RFP for Selection of Technical Agency for PMU for Panchayat Own Source Revenue Enhancement Cell (PREC)

S.no	Basic requirement	Specific requirements	Documents required
9	Insolvency	The bidder, as on date should not be insolvent or have declared Bankruptcy.	A certificate regarding this may be submitted by registered CA.


- i). The bidders must furnish the requisite documents to establish their eligibility for each of the above- mentioned items, with an undertaking that the documents are authentic. Relevant portions of the documents should be highlighted. The formats are provided in **Annexure 1**.
- ii). The bidders are bound to use the format as contained in the RFP document. Bids submitted in different formats shall be summarily rejected.
- iii). Bidder's claim to a specific parameter without supporting documents will not be considered.
- iv). Micro & Small Enterprises (MSE) and start ups are exempted for years of experience and prior turnover parameters, subject to meeting of quality and technical specifications.
- v). The bids are liable to be rejected and contract if awarded is likely to be discontinued immediately if any, information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.

12. Technical Qualification Criteria (QCBS)


- i). The bidders should fulfill the above-mentioned mandatory eligibility conditions (para:11.1.) for participating further in the Bid process. Tender Evaluation Committee (TEC) shall evaluate the technical bids which fulfilled all the above-mentioned eligibility criteria.
- ii). The decision of the Tender Evaluation Committee (TEC) in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Competent Authority reserves the right to reject any or all the bids on the recommendations of TEC.
- iii). The Tender Evaluation Committee (TEC) may seek further clarifications on bids from the bidders. If during the evaluation, TEC finds any minor infirmity and/or irregularity and/or non-conformity in a bid, TEC will convey its observation on such 'minor' issues, which has not price implication, to the bidders on GeM Portal asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid will be liable to be ignored. However, no uncorroborated document shall not be considered.
- iv). The bidders must furnish the self-certified requisite documents to establish their eligibility for each of the below-mentioned items, with an undertaking that the documents are authentic. Relevant portions of the documents should be highlighted. A bidder's claim to a specific parameter without supporting documents will not be considered.

RFP for Selection of Technical Agency for PMU for Panchayat Own Source Revenue Enhancement Cell (PREC)


- v). The bids are liable to be rejected and contract if awarded is likely to be discontinued immediately if any, Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- vi). Thereafter, each of the bids shall be evaluated by Tender Evaluation Committee as per the below- mentioned technical criteria and accordingly assign technical score to all the bidders. Only those bidders whose Technical Proposals get a score of 70 (Seventy) marks or more out of 100 (one hundred) shall qualify for further bid process. Bidders not qualifying the cut-off marks, i.e., less than 70 marks shall be rejected.
- vii). The scoring criteria to be used for technical evaluation shall be as follows:

Sr. No.	Parameters	Marking Criteria	Documents Required	Max Marks
1	Consultant experience- Relevant Experience	<p>Bidders must have three ongoing /completed assignments on revenue augmentation & or enhancement/ financial reforms / project designing/ structuring. The assignments must demonstrate scope relating to improved Own Source Revenue for Central /State/ Local Government entities with consulting fee more than INR 2 crore in last 7 Financial years (2018-2025)</p> <p>i) 1 assignment: 2.5 marks</p> <p>ii) Project specific to Own Source Revenue (OSR) to get 0.5 additional marks.</p> <p>iii) Projects which has OSR, Policy, Project Preparation, gets 0.5 additional marks</p> <p>iv) Projects which has OSR, Policy formulation, Project preparation, procurement and implementation</p>	<p>Work Order Letter/Contract agreement/ Completion /Performance Certificates from the client. (For ongoing project client contract with Scope of Work (SoW) to be submitted)</p> 	15

RFP for Selection of Technical Agency for PMU for Panchayat Own Source Revenue Enhancement Cell (PREC)

		support component gets additional 0.5 mark		
		Maximum 5 projects to be demonstrated.		
2	Government Advisory Experience	Bidders must have experience of working with Central /State/ Local Government relevant to the areas of SoW of the TA PMU in last 7 financial years (2018-2025) i) 1 assignment – 2.5 marks ii) Max 2 projects	Work Order from client / Completion Certificate from client	5
3	Technical Proposal	Technical proposal aligned with the scope should be submitted by bidder as per tech forms i) Approach and methodology for the assignment- 15 marks ii) Team composition – 50 marks iii) Knowledge transfer – 5 marks iv) Presentation of proposal – 10 marks	As per the tech forms Tech 1, 2, 3 and 4	80
3.1	Approach and methodology	Approach and methodology for the assignment to be designed by the bidder and presented to the TEC : Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): Technical Approach and Methodology [10 points] Work plan, Organization and staffing [5 points]	As per the call for presentation	15
3.2	Team composition	Team composition	Marks 	Tech 4 50

RFP for Selection of Technical Agency for PMU for Panchayat Own Source Revenue Enhancement Cell (PREC)

		Team Leader – Finance Expert	15		
		Infrastructure Engineer	10		
		Procurement & PPP Expert	10		
		Project Performance Monitoring & MIS Specialist	10		
		Technical support staff	2.5		
		Technical support staff	2.5		
		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, and general experience): 20 % 2) Adequacy for the Assignment (relevant experience in the sector/similar assignments): 70% 40 3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): 10 % Total weight: 100%			
3.3	Knowledge transfer	Transfer of knowledge (training) program (relevance to the assignment): [5 points]			5
3.4	Presentation	Firm will be called for presenting	As per the notice		10

	the technical proposal		
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* To quantify for financial evaluation, the Bidder must score at least 70 (out of 100) in the technical evaluation conducted. Formats for technical forms and financial forms are provided in **Annexure II and Annexure III**.

13. Payment terms

This is a time based and success fee model-based project, firm will be paid based on the input provided by the deployed team. To meet the objective of the assignment, part payment up to 15% is based on the milestone achieved on the project outputs. The 15% payment depends on the Key Performance Indicators of the Technical advisory which will be finalized before the contract is signed with the firm. The firm will be paid for in 30 days, after receipt of the correct invoice, timesheet and monthly report. Tentative Key performance Indicator is tabulated as below:

S.no	Payment Terms	% milestone	Payment timeline	Remarks
1	Input of the team deployed per month	85%	Within 30 days of correct invoice submitted by the firm	Terms and conditions to be applied as per the signed contract
2	Key performance indicators each month	15%	Within 30 days of report submitted citing the KPI achievement	Terms and conditions to be applied as per the signed contract

14. Award of Contract

14.1. Notification of Award

- i) Prior to the expiry of the period of bid validity, MoPR or its authorized person will notify the successful bidder in writing by post or email that the bid has been accepted.
- ii) MoPR may award the contract and issue the work order to the successful bidder.
- iii) The bidder shall acknowledge the acceptance of the work order in writing within ten (10) days of receipt of the workorder.

14.2. Signing of Contract

- i) The Agency shall sign the agreement with the prescribed authority of MoPR along with the performance security deposit within ten (10) days of receipt of the workorder.
- ii) The Agency in addition to signing of Agreement with the prescribed authority at MoPR office will also sign "Covenant for execution of contract".

- iii) All incidental expenses of execution of the agreement shall be borne by the selected Agency.
- iv) The agreement between MoPR and the Agency shall inter-alia cover in detail the aspects/terms of contract such as mentioned in the RFP.

15. Tenure of Contract

The contract shall be awarded initially for a period of four years subject to satisfactory performance (performance to be reviewed annually by a Committee) from an effective date. Further, the contract shall be extendable for a period of a maximum of 4 years on quarterly or annual basis, subject to the satisfactory performance of the agency, on the same terms and conditions. MoPR reserves the right to terminate/curtail the contract at any point of time after giving one-month notice to the selected service providing Agency.

16. Exit Policy in respect of resignation of deployed team

- i) In the event of resignation of the deployed team, the firm need to ensure complete transfer of knowledge to the new team.
- ii) Firm will ensure that all the information, data, documents, reports, hardware (including tablets, handheld devices, laptops, printers, pen drives etc. if any) which is a property of the MoPR are handed over to the MoPR office at the time of the quitting/exit of the deployed manpower.

17. Termination of Contract

MoPR reserves the right to terminate the contract at any time after giving one-month prior notice to the selected Agency owing to following reasons:

- i). Deficiency of service,
- ii). Sub-standard quality of manpower,
- iii). Performance of the agency not found satisfactory,
- iv). Material Breach of the contract,
- v). Closure of a particular work,
- vi). Non-compliance of statutory obligations on time,
- vii). Imposition of the penalty above the capped limit prescribed above,
- viii). Other reasons as deemed necessary by MoPR etc.

18. Terms and Conditions

18.1. General

- i). The Agency shall be responsible for proper conduct of its deployed consultants in MoPR office premises. Until the case of force majeure, only one replacement is allowed in the key staff in first year of the project.
- ii). The Agency is liable to deploy team within 30 days of award of contract and preferably, within 20 days of the signing of agreement or receiving additional consultant request.
- iii). For all intents and purposes, the service provider shall be the "Employer" within the

meaning of different Labour Legislations in respect of manpowers employed and deployed in MoPR. The persons deployed by the service provider in MoPR shall be the employees of agency at all times and not have any stake or claims like employer and employee relationship against MoPR or claim any employment in MoPR.

- iv). The Agency shall furnish an undertaking in writing that the consultants engaged in the consultancy work shall not disclose the data or information to any third party under any circumstances. In case of violation, the Performance Security Deposit submitted by the agency will be forfeited.
- v). The Agency shall be solely responsible for the redressal of grievance of consultant(s) and resolution of disputes between agency and consultant(s) and among consultants for settlement of such issues whatsoever. The bidder must have dedicated telephone No. & email-id and Escalation matrix for service support. The Agency shall be responsible for compliance of all statutory provisions in respect of consultants deployed by it in the MoPR.
- vi). MoPR shall not be responsible for any financial loss or any injury to any of the staff deployed by service provider in the course of their performing the functions/duties, or for payment towards any compensation.
- vii). In case of termination of this contract on its expiry or otherwise, the staff deployed by the service provider shall not be entitled to and will have no claim for any employment in the regular/ or any other capacity in MoPR.
- viii). The bidder should ensure all statutory and regulatory compliance towards Wages and Any other Act/Statutory and regulatory compliances as applicable.

18.2. Attendance and Leave

- i) Working hours would normally be 8.5 hours per day, including half an hour lunch break during six working days in a week. However, in exigencies of work, the timings may be rescheduled, if required. Besides this, the MoPR being a Government Office also observes the Gazetted holidays notified by the Government of India from time to time.
- ii) Agency has to ensure the availability of resources as per MoPR office guidelines or depending on the work assigned.
- iii) The resources may be required to work extended hours during weekdays and/or weekends/holidays depending on the nature, priority, and urgency/criticality of the work.
- iv) In addition to holidays, the consultant will be entitled for 18 days leave in a calendar year, i.e., one (01) & Half Day paid leave (including all kind of leave) for each completed month of services. The accumulated leave lapse at the end of the calendar year.
- v) The Agency shall provide a suitable substitute in the event of absence of deployed team due to reasons namely leave, illness, quitting the job etc.
- vi) The Agency has to submit monthly progress reports to MoPR monthly basis by 5th of every month without any delay.
- vii) Deployed resources shall get prior approval from MoPR before taking leave(s).
- viii) In the case of absence (apart from allowed leaves) of are source during project period, no payment will be made for the days a resource is absent (per day payment

will be calculated by dividing man month rate by number of working days in that month). MoPR will follow the principle of NO WORK NO PAY, other than paid holidays

- ix) MoPR requires that the organization engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s) / work order(s). MoPR will reject the bid, if the Applicant (Agency) has been determined by MoPR to have been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.

18.3. Terms of Payment

- i) All payments shall be made in Indian Rupees (INR).
- ii) Applicable Service tax/ GST/ any other tax would be paid as per the prevalent rates on the date of invoicing.
- iii) Prior to release of payment, Ministry shall consider and approve the invoices based on the work undertaken by the firm. A progress report will need to be submitted which would further be certified by the competent authority (reporting officer) of MoPR before the release of payments. Pro-rated deduction may be made for the payments due to non- availability of any of the team members.
- iv) Any new/ additional item identified / to be undertaken by PMU during a month will be added in the monthly plan as per the directions of the Ministry.
- v) For the invoice calculation/payment processing, a month will be considered as 30days.
- vi) The Tax Deduction at Source (T.D.S) shall be made as per the provisions of Income Tax Department, as amended .from time to time, and a certificate to this effect shall be provided to the agency by the concerned office.

19.Amendment of Tender Document

At any time prior to the deadline (or as extended by MoPR) for submission of technical bids, MoPR for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder may modify the RFP document by issuing amendment(s). All bidders will be notified of such amendment(s) by publishing the same on the website of MoPR and/or on GeM Portal, and these will be binding on all the bidders. MoPR, at its discretion, may extend the deadline for the submission of proposals.

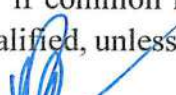
20.Conflict of Interest

- i). The Bidder is required to provide professional, objective, and impartial advice and at all times hold the MoPR's interest's paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.
- ii). The Bidder shall not be selected in case they have a conflict of interest with MoPR. The Bidder shall be considered to have a conflict of interest, under any of the

circumstances set forth below:

- **Conflicting Activities:** An Agency selected to provide consulting assignment/job for this project shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this project.
 - **Conflicting Assignment/job:** An Agency shall not be hired for any assignment/job that, by nature, may be in conflict with another assignment/job of the Agency to be executed for the same or for another Employer.
 - **Conflicting Relationships:** An Agency that has a business or family relationship with a member of the MoPR staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the MoPR throughout the selection process and the execution of the contract.
- iii). The Bidder is obliged to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of MoPR, or that may reasonably be perceived as having the effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith. If the Agency fails to disclose said situations and if the MoPR comes to know about any such situations at any time, it may lead to the disqualification of the Agency during bidding process or the termination of its contract during execution of the assignment.

21. Disqualification

- i). The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:
 - ii). Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
 - iii). During validity of the proposal, or its extended period; if any, the bidder increases its quoted prices.
 - iv). The bidder's proposal is conditional and has deviations from the terms and conditions of RFP.
 - iv). Proposal is received in incomplete form.
 - v). Proposal is received after due date and time will automatically be rejected through portal
 - vi). Proposal is not accompanied with all the requisite documents.
 - vii). Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract the extension period if any.
 - viii). If financial bid disclosed with technical bid.
 - ix). Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
 - x). In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/ bidders are withdrawn upon notice immediately.
- 

22. Fraud and Corrupt Practices

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, MoPR shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, MoPR shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable for, inter alia, time, cost and effort of, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- b) Without prejudice to the rights under Clause above and the rights and remedies which may have under the work order or the Agreement, if a Bidder is found to have directly or indirectly or through an agent, engaged or indulged in any of the Prohibited Practices during the Selection Process, or after the issue of the work order or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by MoPR during a period of 1+1 years from the date such Bidder is found to have directly or through an agent, engaged or indulged in any of the Prohibited Practices, as the case may be. iii). The Agency hereby undertakes not to charge any money/fees/deductions in whatever manner, name, or form, or take any monetary/non-monetary considerations, or make any Unlawful deductions from the compensation/salary of the manpower/employees/resources engaged by it and, to be deployed at the Buyer's site.
- c) The Agency further agrees that it will not indulge in any unethical practices and acknowledges that any non-compliance of the previously mentioned undertaking will be treated as a material breach of the Contract, in which case the Buyer and GeM shall have the right to take appropriate independent actions including termination of the Contract and actions as per GeM Incident Management Policy. MoPR can also debar the bidder in terms of O.M.No.F.11/20/2018- PPD dated 02/11/2021 issued by Department of Expenditure, Ministry of Finance.
- d) For the purposes of this, the following terms shall have the meaning hereinafter respectively assigned to them:
- e) **"Corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of who is or has been associated in any manner, directly or indirectly with the Selection Process or work order or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Processor after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the

Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/advisor of in relation to any matter concerning the Project;

- f) **"Fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
- g) **"Coercive practice"** means impairing, harming, or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process.
- h) **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by MoPR with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- i) **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- j) Any kind of Fraud and Corrupt practices may be brought to the notice of Vigilance Officer, MoPR.

23. Dispute Resolution

1. In case, a dispute is referred to arbitration, the arbitration shall be under the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof.
2. If during the subsistence of the Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, breach or any alleged breach of any provision of the Contract or regarding any question, including as to whether the termination of the Contract by one Party hereto has been legitimate/valid, the Parties hereto shall endeavor to settle such dispute amicably through joint discussion and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996. However, despite such efforts, if the dispute, differences or controversy still remains unresolved for a period of 30 days of its having been raised, then the same shall be referred to Arbitration.
3. The Arbitration proceedings shall be held in the following manner:
4. The Arbitration proceedings shall be held in Delhi
5. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996 and any re-enactment(s) and/or modification(s) thereof and of the Rules framed thereunder shall apply to arbitration proceedings.
6. The proceedings of Arbitration shall be in English language.
7. Any dispute, difference or question to be referred to arbitration shall be initially referred to a mutually acceptable sole arbitrator. In case the Parties are unable to agree upon the sole arbitrator, then each Party shall appoint one arbitrator each and the two arbitrators so appointed shall appoint the third arbitrator, who shall be the Presiding Arbitrator. The consortium of the three Arbitrators shall form the Arbitral Tribunal.

8. In case, a Party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other Party or if the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of the Delhi High Court or any person or institution designated by him shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the Parties.
9. Any letter, notice or other communications dispatched to the bidder relating to either arbitration proceeding or otherwise whether through the post or through a representative on the address last notified to the Authority by bidder shall be deemed to have been received by bidder although returned with the remarks, refused 'undelivered' where about not known or words to that effect or for any other reasons whatsoever
10. If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the Authority to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both Parties consent for the same; otherwise, he shall proceed de novo.
11. It is a term of the Contract that the Party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
12. It is also a term of the Contract that neither Party to the Contract shall be entitled for any interest on the amount of the award.
13. The Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the Parties.
14. The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the Parties.

24. Force Majeure

Notwithstanding the above provisions, the Agency shall not be liable for penalty or termination for default if and to the extent that delay on its part in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the either party to the contract and not involving anyone's fault or negligence and not foreseeable. Such events may include, but are not restricted to, such as a war, strike, riot, crime, or an act of God/Nature (such as hurricane, flooding, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the contract. If a Force Majeure situation arises, the Agency shall promptly notify MoPR in writing of such condition and the cause thereof. Unless otherwise directed by MoPR in writing, the Bidder shall continue to perform its obligations under the Contract as far as is practical and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.



25. List of Annexures

1. Annexure - I: Pre-qualification Information

To

Under Secretary (Fiscal
Devolution), Ministry of
Panchayati Raj,
11th Floor, Jeevan Prakash Building, 25
KG Marg New Delhi-110001

Subject: Submission of Bid for RFP/tender No (RFP Full name with Tender NO) < (as provided in GeM portal)>

Dear Sir/ Madam,

This is to inform you that our firm is submitting the technical bid response to the RfP/Tender No. < (as provided in GeM portal)> for Selection of Consultancy Agency for Panchayat Own Source Revenue Enhancement Cell (PREC). Our Primary and Secondary point of contact for our firm are as follows:

Name of the Firm	Primary Contact	Secondary Contact
Name		
Designation		
Address of Communication		
Phone		
Mobile		
Email		

We are responsible for promptly notifying MoPR of any changes to the Primary and/or Secondary contact information provided above. We acknowledge that MoPR will not be held liable for any missed communications regarding the bid process if such changes are not communicated and confirmed with MoPR in a timely manner. We have enclosed the Bid Securing Declaration form in accordance with the tender conditions. It is subject to execution as per the provisions outlined in the tender document.



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We hereby declare that all services will be performed in strict accordance with the Tender Document. Additionally, we acknowledge that any conditions found in the bid documents beyond those stated in the tender document will not be considered.

We confirm that our bid prices exclude all applicable taxes as of the last date of bid submission. Furthermore, we declare that the prices quoted in our proposal comply with the terms and conditions outlined in the bidding document.

We also confirm that we have submitted the required qualifying data as specified in your tender document. Should you require any additional information or documentary evidence before the evaluation of our bid, we agree to provide it promptly to your satisfaction.

We confirm that the information provided in this response, including all documents and instruments submitted or to be submitted to MoPR, is true, accurate, verifiable, and complete. This response contains all necessary information to ensure that none of the statements, in whole or in part, mislead MoPR during the evaluation process.

We fully understand and agree that if any of the information provided here is found to be misleading or results in undue advantage to our company during the evaluation process, we may be disqualified from the selection process or face termination of the contract.

We hereby confirm that I/We are authorized to represent our corporation/company/firm/organization and are empowered to sign this document, as well as any other documents required in this matter.

Yours sincerely,

Authorized signatory

Sign and sealed

Name:

Designation:

Company Name & Contact No:



Checklist

2. Pre-Qualification Format –

Sr. No.	Particulars	Remarks / Name of Document(s) provided	Page no.
1	Name of the Firm		
2	Name of Partner(s)/ Director(s) of the firm		
3	Full Address of Registered Office		
	Address Telephone No. E-Mail Address		
4	EMD details (Attach copy of EMD or bid securing declaration, whichever applicable)		
5	Whether registered as a Company under The Companies Act,1956 or The Companies Act,2013 as amended up to date or as a partnership firm (including Limited Liability Partnership) under The Partnership Act,1932 as amended		
6	GST Registration No. (Attach copy of the registration Certificate)		
7	PAN No. of the Agency (Attach copy of the PAN Card of the Agency)		
8	Registration and License No. of Agency under Contract Labour (Regulation and Abolition) Act, 1970 (Attach copy of the registration)		
9	Whether the bidder has been found guilty/convicted of any criminal offence by any Court of Law under prevention of corruption act, 1988: or IPC or any other laws for the time being in force.	Yes/No	



10	Whether the bidder has been blacklisted/ debarred across all central Ministries/Departments/attached/subordinate offices/ autonomous bodies/ PSUs by Ministry of Finance or by MoPR. (Attach duly signed certificate)	Yes/No	
11	Whether have a conflict of interest in the assignment' (Attach duly signed undertaking for code of integrity)	Yes/No	

a) Financial Turnover

Financial turnover of the bidder for the following 05 Financial Years. (Copies of the IT returns filed during 5 financial years and copies of the turnover statements of the 5 years duly certified by the Chartered Accountant to be attached)

Financial Year	Amount (Rs. In	Name of Document(s) provided	Page No.
2020-21			
2021-22			
2022-23			
2023-24			
2024-25			


b) Average annual turnover of the bidder (Rs. in crores):

The bidder's average annual turnover from consulting services should be Rs.300 crores or more in the last five years (2024-25, 2023-24, 2022-23, 2021-22, 2020-21)

Year	Average annual Turnover in INR	In words

c) Qualifying Criteria

Bidders must have three ongoing /completed assignments on revenue augmentation / enhancement/ financial reforms / project design/ structuring. The assignments must demonstrate scope relating to improved Own Source Revenue for central /state/ local government entities with consulting fee more than INR 2 crore in last 7 Financial years (2018-2025)

Sl. No.	Name of the client along- with address and contact details	Duration of Contract		Brief scope of the consultancy	Remarks , if any
		From	To		
					

1					
---	--	--	--	--	--

Note: Work Order Letter/Contract agreement/ Completion /Performance Certificates from the client. (For ongoing project client contract with SoW to be submitted)

5. Details of the assignment where Bidders has experience of working with central /state/ local government relevant to the areas of SoW of the TA PMU in the last 7 years (2018-2025)

SI. No.	Details of client along-with address and contact details	Duration of		Brief scope of work	
		From	To		
1.					
2.					
3.					

Note: Note: Work Order Letter/Contract agreement/ Completion /Performance Certificates from the client(For ongoing project client contract with SoW to be submitted)

6. Total number of resources manpower on the payroll of the bidder as on the submission date

(Undertaking to be submitted in the format provided)

Undertaking for employees on payroll of bidder

To

Under Secretary (Fiscal Devolution),
Ministry of Panchayati Raj,
11th Floor, Jeevan Prakash Building , 25 KG
Marg New Delhi - 110001

Subject: Undertaking employees on payroll of bidder for last two/ three years

Dear Sir/ Madam,

This is to certify that <Name of the Bidder> has maintained the following number of employees on its payroll as on date.



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Sr.No.	Years with the Organization	No. of Employees of Firm's payroll*
1		
2		
3		

*details of employees to be provided as annexure to this undertaking

The letter is being used for the purpose of participating in a bid.

Yours sincerely,

Authorized signatory (Signed and sealed)

Name: Designation:

Company Name & Contact No:



3. Annexure II. Technical Proposal Forms

Technical Proposal Submission Forms

CHECKLIST OF REQUIRED TECHNICAL PROPOSAL FORMS	
TECH 1	Consultant organization and technical qualification
TECH 2	Description of the Approach, Methodology, Work Plan and Staffing for performing the assignment
TECH 3	Work Schedule and Planning Deliverables
TECH 4	Team Composition, Team Members Inputs,
TECH 5	Curriculum Vitae (CVs)

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



Form TECH -1

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-1: 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.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company
2. Include organizational chart, a list of Board of Directors, and beneficial ownership.

B – Organization Experience 5 years as per the technical qualification criteria

1. List only previous similar assignments successfully completed in the last 5 years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company.



Form TECH-2

**DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN TO
CARRY OUT ACTIVITIES INTERMS OF REFERENCE (TOR)**

A description of the approach, methodology and work plan to carry out the assignment, including a detailed description of the proposed methodology and staffing. Bidder may use following suggested structure of your Technical Proposal:

a) Technical Approach, Methodology (A&M)

Under this section Bidder may explain their understanding of the assignment as per ToR, and may propose technical approach and methodology bidder would adopt to complete the assignment and deliver desired output. Please do not copy / repeat TOR here

b) Work Plan

Outline the plan for the implementation of the activities/tasks of the assignment, including their content and duration, phasing and interrelations, milestones and tentative delivery dates of the reports. Work plan should be consistent with proposed A& M.

c) Organization and Staffing

Describe the structure and composition of team, including the list of the Team Members



Form TECH-3

WORK SCHEDULE AND DELIVERABLES

1. List the deliverables for each task/activities with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals.
2. Duration of activities shall be indicated in the form of a bar chart. Include a legend, if necessary, to help read the chart.



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Form TECH-4

Team Composition

S.no	Name of the expert	Designation	Qualification	Years of Experience



FORM TECH 5
Curriculum Vitae

1. Name of expert

2. Date of birth

3. Nationality

4. Education

Degree Obtained, Name of Institute & Year

5. Languages

6. Language Speaking Reading Writing

7. Key Qualifications

List college/university/ Institution or other specialized education/ Training, giving names of institutions, dates attended, degree(s)/diploma(s)/ Certificate(s) obtained. Highlight relevance to general and specific sectors}

8. Membership Of Committees:

9. Professional Experience Record

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 Procuring Entities and employing organization(s) who can be contacted for references. Past employment irrelevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed and relevance to the Assignment

10. Relevant Experience

Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks

Name of the assignment or project	
Year	
Location	
Client	

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Main project features	
Position held	
Activities performed	

11. Papers Presented at Seminars, Symposia and Unpublished Papers:

12. Countries of Experience

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature of the Key Expert)

(Signature of the authorized Signatory)



4. Annexure III: 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.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QCBS method

FIN-4 Reimbursable expenses



FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

{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 Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of Rs. {Insert amount in words and figures}, ["excluding"] of all indirect local taxes. The estimated amount of local indirect taxes is Rs. {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the RFP.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,



Signature (of Consultant's authorized representative) {In full and initials}:

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Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

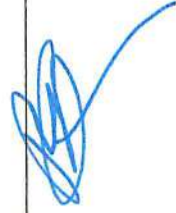
Phone/fax: {insert the authorized representative's phone and fax number, if
applicable}

Email: {insert the authorized representative's email address}

A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke extending to the right.

FORM FIN-2 SUMMARY OF COSTS

Item	Cost
	In Indian Rupees (Rs.)
Cost of the Financial Proposal including	
Remuneration for the key experts, supporting staff	
Reimbursable Cost	
<u>Total Cost of the Financial Proposal:</u> (Should match the amount in Form FIN-1)	
<u>Total Estimate for GST:</u>	



Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

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.



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Sample Form

Consultant:

Country:

Assignment:

Date:

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

(Expressed in Rs.) -

[illegible]

- 

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Time Based contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract 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.

A 2. Reimbursable Expenses					
	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	In Indian Rupees (Rs.)
1	Per diem allowances**				
2	Transportation/ Cost of Travel				
3	Cost of Office Administration, Communication				
4	Cost of Reports Production				
Total Costs					



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Statement of Undertaking

(as Required ITC 10.2)

In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in India.

