



# REFERENCE GUIDE FOR OUTSOURCING PRI CAPACITY BUILDING AND TRAINING (CB&T) RELATED ACTIVITIES



Ministry of Panchayati Raj  
Government of India

December 2010  
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# **Ministry of Panchayati Raj Government of India**

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**December 2010**





## FOREWORD

Ministry of Panchayati Raj (MoPR) has the challenge of meeting the capacity building and training (CB&T) related requirements of over three million elected representatives and functionaries associated with the three tiers of Panchayati Raj Institutions (PRIs) in the country. States are provided funds for PRI CB&T under various schemes of the ministry including the *Backward Regions Grant Fund* (BRGF), *Rashtriya Gram Swaraj Yojana* (RGSY), and Panchayat Mahila Evam Yuva Shakti Abhiyan (PMEYSA).

Traditionally, training institutions such as State Institutions of Rural Development (SIRDs), Panchyati Raj Training Institutions (PRTIs), Extension Training Centers (ETCs), and Panchayat Training Centers (PTCs) have been involved in delivering scheme-specific training programmes. In addition to a number of non-government organizations (NGOs) have also been active in undertaking various activities aimed at strengthening the functioning of Panchayat bodies.

However, in spite of the combined strength of government training institutions and NGOs, we have been able to provide training to just about one third of our target per year. While some States have done well, majority of the States and UTs need to put in lot more effort to close the gap in training elected representatives and officials as part of a well considered PRI capacity development strategy. Therefore, while continuing its efforts to strengthen the traditional training institutions to enhance their CB&T delivery capabilities for the PRIs, MoPR has been exploring the option of outsourcing the training programmes to suitable agencies as well.

As a first step in the direction of outsourcing, MoPR organized a *PRI CB&T Business Meet* on 7 January 2010. More than 230 participants, representing over 100 service providing organisations, *the Service Providers*, attended the event. Also, over 40 officials representing 23 States/UT-specific Panchayati Raj Departments (PRDs), *the Service Seekers*, attended the event and held discussions with the service providing organisations. Since the *PRI CB&T Business Meet*, MoPR has been encouraging States to consider adopting this option of outsourcing for PRI CB&T delivery under its programmes.

To further help the States on this matter, MoPR has prepared a *Reference Guide for Outsourcing PRI Capacity Building & Training Related Activities*. It includes sections on analysis of key issues concerning PRI CB&T, a reference guide for outsourcing, relevant samples of request for proposals, and some relevant appendices.

I hope the States and UTs would find it useful while considering outsourcing as an option to augment their current capabilities to meet the challenge of PRI CB&T delivery as part of their capacity development strategies for meeting the larger goal of strengthening PRIs for effective local governance.

1<sup>st</sup> December, 2010

(A.N.P. Sinha)  
Secretary, Ministry of Panchayati Raj



## PREFACE

MoPR has the responsibility to facilitate the capacity building and training (CB&T) of more than three million PRI elected representatives (ERs) and officials in the country as per the *National Capability Building Framework* (NCBF). Various schemes of the ministry, including BRGF, RGSY, and PMEYSA, support the State Panchayati Raj Departments (PRDs) to undertake such CB&T programmes, often implemented through the SIRDs, PRTIs, ETCs, and PTCs, at times with the involvement of NGOs. However, with the traditional approaches we have been able to provide training only to a part of the target group. A significant number of PRI and functionaries still lack training in line with the NCBF, particularly with reference to periodicity, quality and content.

Considering the challenge, MoPR has been advocating the involvement of other players, who have not been a traditionally part of the PRI training delivery, to join hands with the State PRDs. The first step in this direction was taken early this year when MoPR organized a *PRI CB&T Business Meet* on 7 January 2010 with support from MoPR-UNDP CDLG project to identify and engage new players referred as service providing agencies in PRI CB&T delivery. Since then, several States have been working on exploring this option in their own different ways.

MoPR has been assisting the States in preparing necessary documentation to help them move forward, which included providing draft Service Support Agreement, Terms of Reference, and criteria for selecting suitable service providing agencies. Continuing with its efforts to support the States, MoPR has developed this *Reference Guide*, which highlights the key issues concerning PRI CB&T delivery and suggests ways to consider outsourcing in a systematic manner. States are encouraged to use this guide while considering the outsourcing option for PRI CB&T delivery.

I would like to thank Mr. Sanjeev Sharma, National Project Manager, MoPR-UNDP CDLG Project and Mr. Rajendra Jani, Ramana Group, for their contributions in supporting MoPR's outsourcing initiative and preparing this reference guide.

New Delhi  
1<sup>st</sup> December, 2010

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## ABBREVIATIONS

AMD- APARD	Andhra Pradesh Academy of Rural Development
BRGF	Backward Region Grant Fund
CAG	Comptroller and Auditor General
CB	Capacity Building
CB&T	Capacity Building and Training
CBS	Cost Based Selection
CDLG	Capacity Development in Local Governance
CGSIRD	Chhattisgarh State Institute of Rural Development
CSOs	Civil Service Organizations
CV	Curriculum Vitae
EMD	Earnest Money Deposit
EOI	Expression Of Interest
ETC	Extension Training Centers
FAQ	Frequently Asked Questions
GOI	Government of India
HR	Human Resources
IT	Information Technology
ICT	Information and Communication Technology
KIA	Key Issues Analysis
KM	Knowledge Management
KSA	Key Stakeholders
MBA	Master of Business Administration
MCA	Master of Computer Applications
MIS	Management Information System
M & E	Monitoring & Evaluation
MOPR	Ministry of Panchayati Raj
MOU	Memorandum Of Understanding
MQMCBS	Minimum Quality and Minimum Cost Based Selection
MSC	Master of Science
MSW	Master of Social Work
NIRD	National Institute of Rural Development
NGO	Non Government Organization
NPD	National Project Director
NPM	National Project Manager
NREGA	National Rural Employment Guarantee Act
NRHM	National Rural Health Mission
OR	Operations Research

PMU	Project Management Unit
POTS	Package of Technical Support
PPP	Public Private Partnership
PRDs	Panchayati Raj Departments
PRI	Panchayati Raj Institution
PRT	Panchayati Raj Training
PRTIs	Panchayati Raj Training Institutes
PTC	Panchayat Training Center
QBS	Quality Based Selection
QCBS	Quality and Cost Based Selection
RD	Rural Development
RGSY	Rashtriya Gram Swaraj Yojana
RFP	Request For Proposal
SATCOM	Satellite Communication
SD	Security Deposit
SIRD	State Institute of Rural Development
SPC	State Project Coordinator
ST/SC	Schedule Tribes/Schedule Caste
SWOT	Strengths, Weaknesses, Opportunities, Threats
TA	Technical Assistance
TDS	Tax Deduction at Source
TNA	Training Needs Assessment
TOR	Terms of Reference
TOT	Training Of Trainers
UC	Utilization Certificate
UNDP	United Nations Development Programme
UT	Union Territory





## PREAMBLE

Ministry of Panchayati Raj (MOPR), Government of India (GOI) commissioned a study on developing a framework for outsourcing of CB&T activities of PRI sector. The study was conducted in the month of March-April 2010. This reference guide is an outcome of the study.

Capacity Building and Training of PRI stakeholders and institutions is a challenging task due to large numbers of PRI stakeholders and institutions spread over wide geographical areas; knowledge access divide due to weak functional literacy of significant proportion of elected representatives; gender issues and turnover rates; dearth of readily available strong capacity building resources and the need for ensuring result oriented outcomes.

Outsourcing and deploying external resources in PRI CB&T may address above challenges to a significant extent.

Outsourcing and engaging external resources in areas traditionally done internally, is a sensitive task with multiple opinions and varying understanding of systems of outsourcing and selection of external agencies.

Outsourcing of PRI CB&T thus requires a well defined framework and systems promoting uniform understanding, transparency and consistency.

The objective of the reference guide is to assist the stakeholders in taking considered decisions for outsourcing and implement sound systems of outsourcing in PRI CB&T.

The reference guide is not prescriptive but indicative only. The users may need to further detail out and modify/fine tune/improve upon the contents of this reference guide as per their needs and ground realities.

The outsourcing system developed here is mainly for institutional contracting and outsourcing in PRI CB&T. But it may be equally applicable for outsourcing in other sectors.



# **PART-I**

## **KEY ISSUES ANALYSIS OF PRI CB&T**



## 1.0 BACKGROUND OF PRIs IN INDIA

The constitutional amendments 73 and 74 ushered in Panchayati Raj in India. The guiding principles include strengthening people's ownership and participation in local governance-as well as decisions affecting their lives, rights based approaches and transparency in public administration. Panchayati Raj with three tier structure of Gram Panchayat, Block Panchayat and Jilla Panchayat since then has been established in India with state specific differences in Panchayat Acts of the States/UTs.

The Government of India has been developing and implementing statutes, strategies, plans and schemes to further the people's participation and democracy at grass root levels. The initiatives here include Right to Information Act, E-Governance and ICT tools implementation, decentralised planning with bottom up approach, strengthening of State level and Central level institutional structures, etc.

All the attempts of stakeholders at the Central and the State level to strengthen the Panchayati Raj Institutions(PRIs) have yet to yield results and PRIs have still a long way to go in becoming strong, inclusive and democratic institutions, in the spirit of the constitutional amendments, due to various constraints of systemic and social nature.

Capacity building of elected representatives and support functionaries in the above scenario is perhaps the only transformational tool available to achieve the aims of 73rd and 74th amendments and make PRIs true pillars of democracy. This was recognised in the Seventh Round Table Conference on CB&T in December 2004. MoPR, with the above objectives, has CB&T emphasis in its schemes (BRGF, RJSY) and other initiatives.

## 2.0 CURRENT BUSINESS MODEL OF CB&T AND ACCESS DETERRENTS

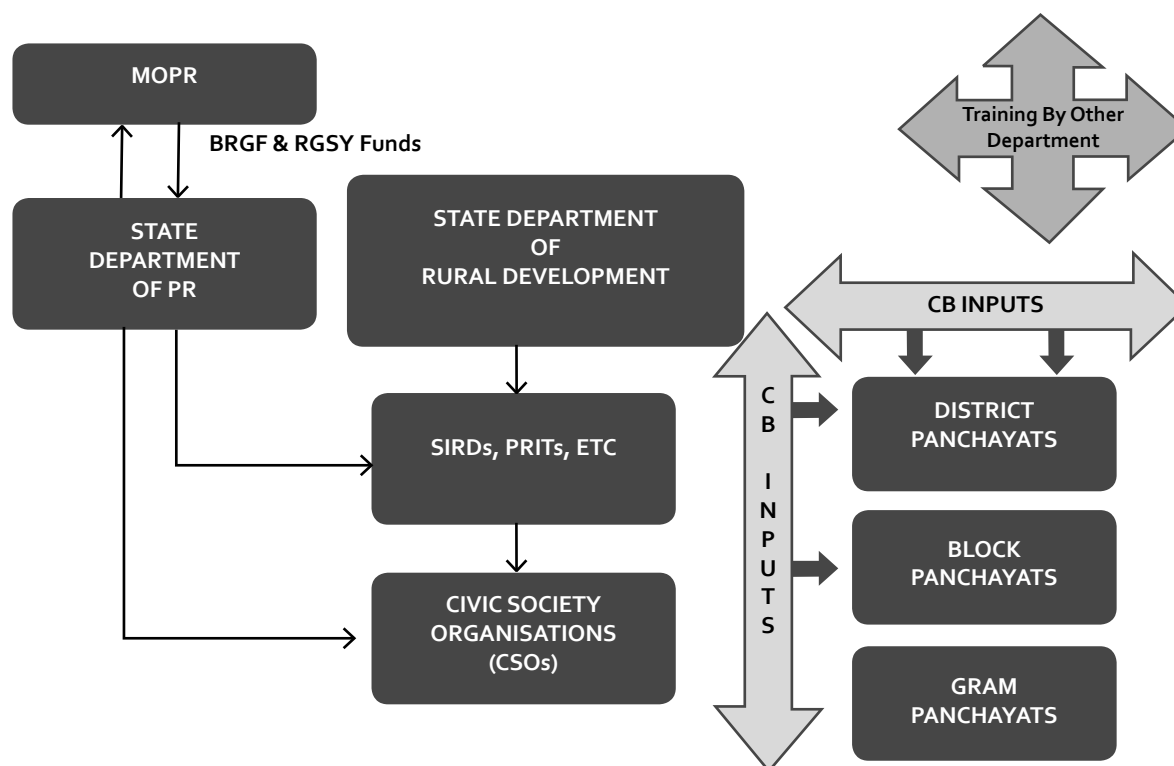
Many departments target CB&T of PRIs (elected representatives and support functionaries) through Central or State budget plans and schemes including RGSY, BRGF, Sarva Siksha Abhiyan, Total Sanitation Campaign, NREGA, NRHM, etc. CB&T funds of BRGF and RGSY flow through MoPR to State Departments of Panchayati Raj (or to Departments of PR and Rural Development).

The CB&T manager in most of the States/UTs is the State Institute of Rural Development (SIRD) or Panchayati Raj Training Institute (PRTI). SIRD receives funds from other sources mainly Rural Development Department. State Administrative Training Institutes (ATIs) also may carry out limited CB&T of PRIs.

Civil Society Organisations (CSOs) are involved in grass root level training delivery to varying extent by the States/UTs with varying experiences.

Chart 1 : Business Model of CB&T

Current Business model of CB&T is presented in the following chart:



It is important to note that currently different departments in the States/UTs focus on the same target groups of PRIs (elected representatives and support functionaries) for different training without any systematic convergence.

#### CONCLUSION-1 NEED FOR CONVERGENCE FOR CB&T OF PRIs

There is a need for systematic convergence of CB&T for PRIs at the States/UTs level.

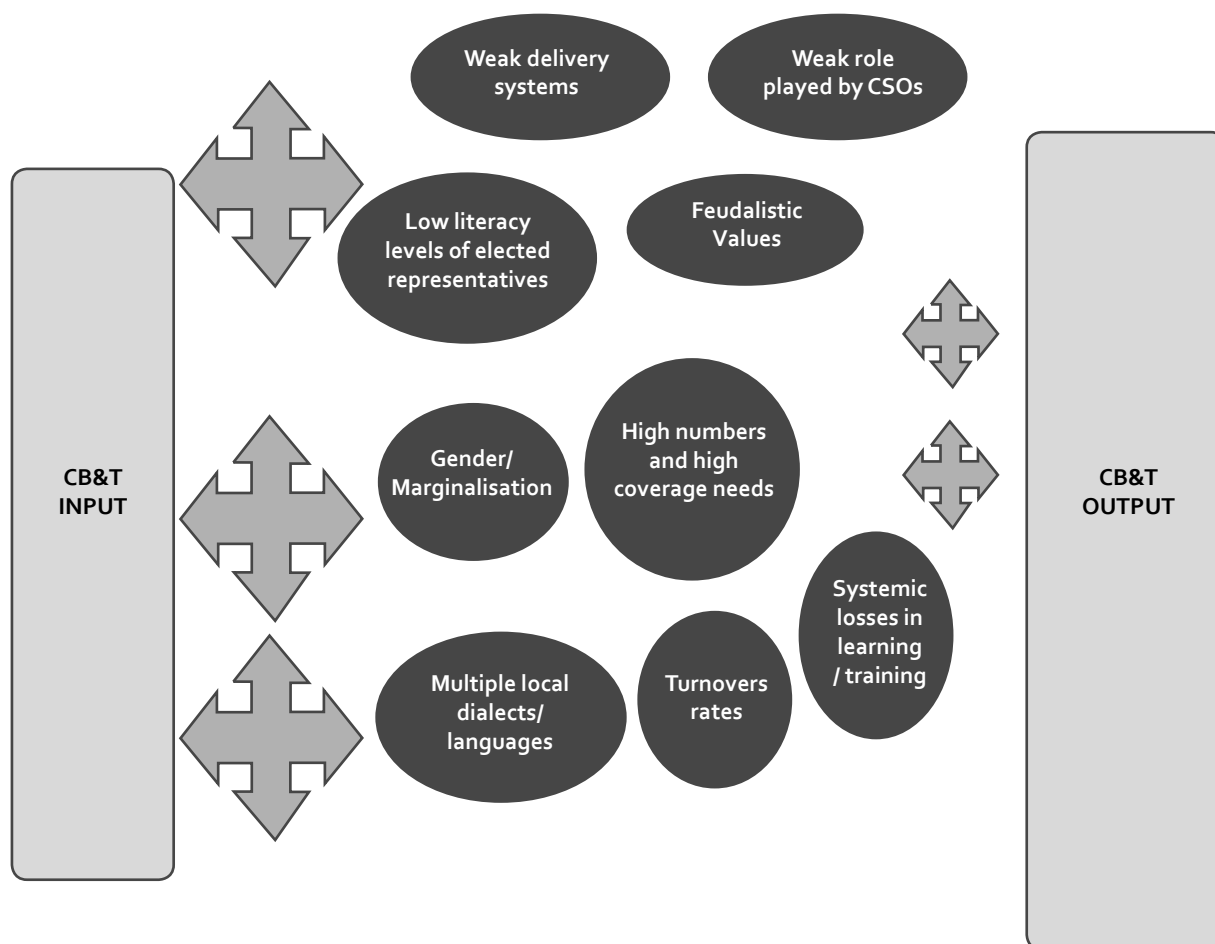
It is important to realise that PRI CB&T faces significant challenges and the scale, depth and coverage of CB&T have to be consequently higher than the sum total of all the challenges so as to derive the required output.

Major challenges in PRI CB&T comprise:

- **Environmental**- Weak functional literacy of a majority of elected representatives, gender, requirement for a quantum of coverage due to large number of stakeholders, large geographical spread, existence of several dialects and languages and the consequent need for translating training/learning aids, turn over rates, etc.
- **Institutional and Systems of Training Delivery**- resource scarce and inadequately empowered SIRDs, weak capacities of human resources/capacity builders, weak collegial environment, weak role of CSOs, weak M & E, etc.

Chart 2 : Major Challenges for PRI CB&T

Subsequent chart highlights the major challenges in PRI CB&T.



- **High numbers and high coverage needs**- Given the size of the Indian population and the number of villages, the number of elected representatives and their functionaries are large, for e.g. about 3 lac Panchayats and 30+ lacs of elected representatives in India need to be covered by CB&T. Additionally, there are functionaries and line departments that also need capacity building.
- **Turnover rates**- Though no precise estimate is available, it is widely believed that turnover rate of elected representatives is about 50-70% every five years (due to elections and rotating reservation). Government functionaries assisting PRI representatives are subject to usual transfer, promotion, etc. Though in long term this has a beneficial effect of broad basing skills and knowledge of democratic frameworks, in short term this increases the already substantial capacity building load of PRI.
- **Multiplicity of local dialects/languages**- While main local language prevalent in all the states is limited to 1-2, in many states local dialects are several to many. E.g. in Uttar Pradesh there may be 8-12 such local languages with Hindi, Khadi, Vraj bhasa, Urdu, etc. Madhya Pradesh also has a number of local languages/dialects. These local languages are important as they provide the most direct reach to elected representatives.

- Weak functional literacy of PRI elected representatives- Though no precise data is available, it is believed that 40-70% of elected representatives have weak functional literacy, which necessitates innovating and implementing appropriate training/learning methodologies based on adult learning philosophy comprising experiential learning tools like peer learning, exposure/learning visits, story telling, case studies, role plays, games, etc. It is important to note that we are talking strictly about functional literacy here and not common sense or intelligence.
- Gender and power issues- Women/ST/SC may have relatively lesser access to participate fully in available training/learning inputs. Socially marginalised elected representatives may also experience similar power struggle compared to well off middle class/elite elected members. Equitable/equal participation of weaker elected representatives in learning experiences becomes one of the anchor points of designing any CB inputs.

### **CONCLUSION-2 SCALE OF PRI CB&T IN INDIA TO BE HIGHER THAN SUM TOTAL OF ALL CHALLENGES/DETERRENENTS**

Scale, coverage, depth and canvass of PRI CB&T need to be higher than sum total of all the challenges/deterrenents in the environment to ensure acceptable outputs.

## **3.0 CAPACITY BUILDING AND TRAINING DEFINED**

Training is often taken as Capacity Building and this section differentiates the same.

### **3.1 CAPABILITY/CAPACITY**

Capacity is defined as “ability”. Operationally, in work situations, capacity is defined as “ability to perform.”

### **3.2 CAPACITY OF HUMAN RESOURCE**

Capacity of human resources is dependent on internal and external factors, comprising:

- Internal - Knowledge, Skills, Attitudes
- External - Environment (To what extent it is enabling or otherwise?)

### **3.3 CAPACITY OF INSTITUTION**

Capacity of an Institution is dependent on internal and external factors, comprising:

- Internal
  - o Strategy
  - o Systems
  - o Structures - Governance, Management, Operations/Implementation, Networking
  - o Infrastructure- Human Resources, Technology Platforms, Funds, other Infrastructure
- External environment - Governance

### **3.4 TRAINING**

Training is one of the major and most commonly utilised approaches of capacity building of human resource. Other major approaches of capacity building of human resource comprise deputation, learning by doing, tagging along, exchange programs, etc.

Thus, while training is essentially an “input”, capacity is the “output”.



## 4.0 TARGET GROUP DEFINED

Very often the target group for CB&T in PRIs is understood as elected representatives and support functionaries. However, wide varieties of institutions and human resources are involved in CB&T of PRI at the National as well as the State levels in basic functions of governance, management, implementation and as end users groups/entitlement holders. CB&T should address all these actors apart from the end users.

Major stakeholders are listed in the following table.

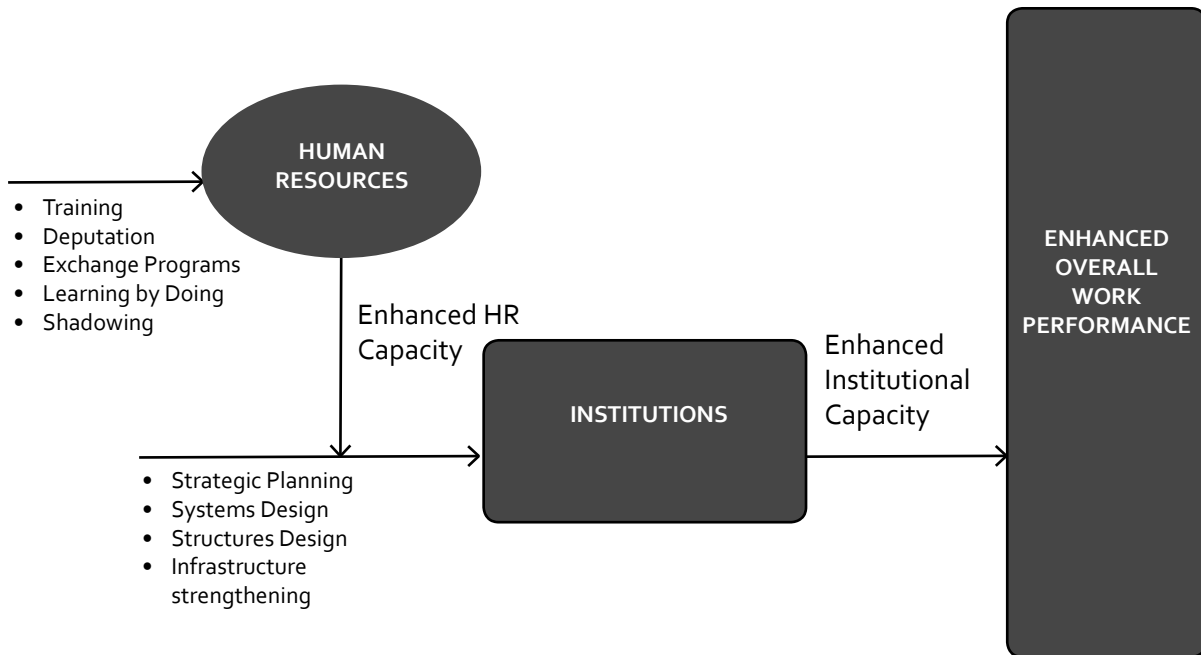
**Table 1 : Institutions and People Involved in CB&T of PRI at Various Levels**

	GOVERNANCE	MANAGEMENT	IMPLEMENTATION	ENTITLEMENT HOLDERS/END USERS
NATIONAL LEVEL	<ul style="list-style-type: none"> <li>• MOPR</li> <li>• Other Ministries and Departments</li> </ul>	<ul style="list-style-type: none"> <li>• MOPR</li> </ul>		
STATE LEVEL INSTITUTIONS	<ul style="list-style-type: none"> <li>• State Department of Panchayati Raj</li> <li>• State Department of Rural Development</li> </ul>	<ul style="list-style-type: none"> <li>• SIRDS</li> <li>• PRTIs</li> <li>• ATIs</li> <li>• Other Departments Training Institutes</li> </ul>	<ul style="list-style-type: none"> <li>• SIRDS and ETC</li> <li>• PRTIs</li> <li>• ATIs</li> <li>• Other Departments Training Institutes</li> <li>• CSOs</li> </ul>	<ul style="list-style-type: none"> <li>• Jilla Panchayats and their Standing Committees</li> <li>• Block Panchayats and their Standing Committees</li> <li>• Gram Panchayats and their Standing Committees</li> <li>• Gram Sabhas and their Committees</li> <li>• Standing Committees comprising mixed members of elected representatives and line departments of State government</li> </ul>
STATE LEVEL INDIVIDUALS	<ul style="list-style-type: none"> <li>• Principal Secretaries/ Secretaries/ Commissioners of PR and RD</li> </ul>	<ul style="list-style-type: none"> <li>• Directors and team members of SIRDS and other training institutions</li> </ul>		<ul style="list-style-type: none"> <li>• Panchs</li> <li>• Sarpanches</li> <li>• Block Panchayat members</li> <li>• Block Panchayat chairpersons Standing Committee members</li> <li>• Jilla Panchayat members</li> <li>• Jilla Panchayats Chairpersons</li> <li>• Government functionaries supporting Gram Panchayats/Block Panchayat and Jilla Panchayat</li> </ul>

## 5.0 CONCEPTUAL MODEL OF CB&T

A conceptual model showing linkages of training, human capacity and institutional capacity is depicted in the following diagram.

Chart 3 : Conceptual Training and Capacity Building Model



It is evident from the above discussions in the contexts of CB&T of PRI that :

- Training is an input aimed at enhancing capacity of human resources while institutional capacity building requires other measures.
- For enhanced work performance, focus will have to be on both capacities i.e. human capacity as well as institutional capacity, since human capacity is delivered through institutional platforms in most of the cases.

### CONCLUSION-3 NEED FOR CB&T FUNCTION TO BE DEFINED HOLISTICALLY AND INCLUSIVE OF CAPACITIES OF HUMAN RESOURCES AS WELL AS INSTITUTIONS

CB&T in PRI will have to holistically focus on capacities of human resources as well as institutions for optimal work performance.

At present, while operational plan exists for covering human resource targets, institutional strengthening aspects are not fully taken into consideration.

## 6.0 ROLE AND FUNCTIONAL ANALYSIS OF PRI CB&T

Role /functional analysis is one of the tools of management science often used in defining and detailing the overall function in designing to ensure optimum performance.

The Basic functions in any performance include governance, management and implementation. A broad based perception analysis of functions required and being played at various levels is carried out and the same is depicted in the following diagram.

Table 2 : Major Roles, Functions and Tasks Break Up for CB&T In India

	GOVERNANCE	MANAGEMENT	IMPLEMENTATION
National Level	<ul style="list-style-type: none"> <li>• Policy, Guidelines Schemes Formulations</li> <li>• Oversight management</li> </ul>	<ul style="list-style-type: none"> <li>• Knowledge Management</li> <li>• M &amp; E</li> </ul>	<ul style="list-style-type: none"> <li>• No Role</li> </ul>
State Level	<ul style="list-style-type: none"> <li>• State specific policies, schemes, guidelines</li> <li>• Governance</li> </ul>	<ul style="list-style-type: none"> <li>• Strategic Planning</li> <li>• Systems Planning and Management</li> <li>• Structures Planning and management</li> <li>• Infrastructure/ Resource Planning and Management</li> </ul>	<ul style="list-style-type: none"> <li>• Local Resource development</li> <li>• CB/Training Implementation</li> <li>• M &amp; E</li> </ul>

\* All functions are being in played in India to varying extent. However, functions depicted in Grey Letters need to be strongly institutionalised for optimal delivery of CB&T in India.

### 6.1 KNOWLEDGE MANAGEMENT AT THE NATIONAL /STATES/UTs LEVEL

#### 6.1.1. KNOWLEDGE MANAGEMENT AT NATIONAL LEVEL

Knowledge is sum total of information and wisdom. Knowledge Management deals with generation, capture, transfer and storage of knowledge.

The knowledge in CB&T in PRI may be divided in to three distinct bundles based on the degrees of its direct applicability to various States/UTs. These include:

- **Directly transferable-** Once generated and proven, this knowledge bundle can be directly applied to all the States through translation into local languages. The bits of knowledge here include philosophies and values of democracy, Constitution of India, 73rd amendment, schemes like RGSY and BRGF, etc. There is no need to reinvent the wheel here and these knowledge bits can be standardised once generated and applied in all the States/UTs. MOPR may develop this as a core content at the National level, under the National Capacity Building Framework.

- **Transferable with state specific modifications-** The knowledge bundle here will need to be modified to incorporate state specificity and then can be translated into local languages. Each state can take this as a starting point and modify/fine tune as required. The knowledge bits here may include State PRI Acts and provisions, gender and rights based approaches in the local contexts, etc.
- **State/UT specific development-** This bundle of knowledge requires to be developed by the State/UT. The knowledge bits here may include special modules for women, ST/SC and marginalised communities, functional literacy packages for specific target groups, local resources management knowledge, etc.

The above distinction between the three types of knowledge bundles is important, as it is the foundation for defining and developing KM function at the National level.

It is important to note here that MOPR has taken cognizance of this function and initiatives like web-based Knowledge Repository by MOPR-UNDP, CDLG (Capacity Development For Local Governance Project), series of small workshops for sharing and learning (which have been opined by participants as really very useful), commissioning of Detailed Project Report for a National level Resource Institute, etc. have been attempted. While CDLG project is carrying out this function at present, the same is required to be sustained for all times to come.

### 6.1.2. KNOWLEDGE MANAGEMENT AT THE STATES/UTs LEVEL

Knowledge Management at the States/UTs level comprise identifying new knowledge, best/next practices, emerging realities, etc. and capture, store, transfer the same to where it may be required. At present, the scale up of good practices is limited.

#### CONCLUSION-4 KNOWLEDGE MANAGEMENT AT THE CENTRAL AND THE STATES/UTs LEVEL

Knowledge Management as a function needs to be strongly anchored at the Central and the States/UTs level in order to ensure qualitative and rapid scale of best/next practices in PRI.

### 6.1.3 DEFINING AND DEVELOPING THE CORE CONTENT

Core Content is the basic minimal sum total of knowledge that the elected representatives and support functionaries need as a bundle. Core content is derived from the Constitution, Acts and Rules and is a mandatory, standard, uniform bundle of information and knowledge.

The Core Content may comprise basic mandatory and optional functions of relevant institutions and functionaries; Statutes, Acts and Rules; roles and responsibilities of various functionaries; standard systems like accounting; plans and schemes of Central and the State Governments; Government orders; basic knowledge needs of PRI elected representatives and support functionaries for effective performance including basic sectoral/thematic areas (gender, disaster management, social audit, organising Gram Sabhas, etc.); MIS, reporting and proactive disclosure standards; rights based approaches in terms of RTI Act, grievance and complaint redressal; communication, information and coordination systems and procedures; structure and responsibilities of various Standing Committees and any other important issues. State may add to the above basic minimal Core Content.

Each State/UT may define the above Core Content in detail, for e.g.:

- Brief history
- Detailed description
- Relevant systems, procedures, authorities and responsibilities
- Reporting, MIS, documentation and proactive disclosure needs
- Stakeholders involved and decision/information/coordination flows
- Best approaches/practices
- Resources and infrastructure needs/provisions
- Formats of forms, documents
- Resources/references, etc.

The core content is “live content” and gets modified/updated with changes in the environment.

It is important to realise that Core Content as a basic foundation needs to be of highest quality, precise, accurate and updated. State PR department may undertake development under its supervision, ensure compliance of the Core Content in spirit and letter of the Constitution, Statutes and Acts, and approve it prior to its circulation.

At minimum, the states may include following as the Core Content.

- I. Panchayati Raj
- II. Roles and Responsibilities
- III. Sector specific themes
- IV. PRI accounts and data bases
- V. Organising Gram Sabhas

#### **CONCLUSION-5 DEFINING AND DEVELOPING THE CORE CONTENT**

The States/UTs may define and develop Core Content as a basic, minimal bundle of information and knowledge required by elected representatives of PRI and support functionaries in order to function effectively.

## **6.2 STATE LEVEL GOVERNANCE FOR CB&T**

The mention here is made of governance of CB&T at the State level since in the context of CB&T the governance has a special role of “encouraging functional autonomy of training managers in the States (SIRDS, ATIs, ETC, PRTIs, etc.) and developing collegial environment necessary to further CB&T optimally in the state”. While most of the SIRDS/ATIs are now autonomous societies, functional autonomy of such institutes is perceived to be weak in many states with non-existent/weak collegial environment.

CB&T can be:

- Information giving
- + Knowledge providing
- + Capacity building
- + Transformational

PRI CB&T will become a transformational framework when all the above (Information+Knowledge+Skills+attitudes) are delivered and bolstered by a strong enabling environment.

It is argued here that in order

- To make PRIs, strong and vibrant pillars of democracy and local governance, CB&T will have to play a role of transformation

- For CB&T to play its fullest and broad based role of a transformation framework, the quality of governance at the State level has to be of a nature that will ensure functional autonomy and strengthen collegial environment within CB&T managers of the States.

**CONCLUSION-6 STATE LEVEL GOVERNANCE TO BE OF NATURE TO ENSURE FUNCTIONAL AUTONOMY AND COLLEGIAL ENVIRONMENT WITHIN THE STATE PRI CB&T MANAGERS**

PRI CB&T, at the level of transformational approach, is required to make PRIs strong and vibrant pillars of democracy. This necessitates a quality of state governance, which encourages functional autonomy of the State CB&T managers and furthers collegial environment.

### 6.3 STATE LEVEL STRATEGIC PLANNING FOR CB&T

Strategic planning comprise answering three questions of

- Where we are? (Situation Analysis)
- Where we want to go? (Goals)
- How do we go there from here? (Strategies/Strategic framework)

At present some States have carried out/ are carrying out Training Need Assessment and some States have evaluated/evaluate training efforts. Most of the States have operational plans to meet coverage targets (Coverage target is understood as providing one training of varying days to most of/all the elected PRIs representatives) and some States have detailed micro plans and schedules for training implementation covering training module design, material development, dates and participants, Master Trainer's allocations, etc.

States like Andhra Pradesh have successfully piloted/incorporated multimodal CB&T delivery, deploying face to face training, exposure visits, computer based tutorials, mobile vans, TV broadcasting and use of mass media, mobile-hand held instruments, communication and training, etc. and have significant aspects of strategic planning in CB&T. Similarly, Kerala SIRD has provided CB&T to other States and attempted CB of States' capacity builders.

However, all over India and by and large, strategic planning in its fullest sense of defining and imbibing vision, mission, strategies, long term plans, strong systems especially M&E systems is weak /non-significant/absent and needs to be strengthened.

A conceptual model for CB&T is highlighted in the following table.

**Table 3 : Capacity Building and Training Spectrum**

	<b>INFORMATION GIVING</b>	<b>KNOWLEDGE PROVIDING</b>	<b>CAPACITY BUILDING</b>	<b>TRANSFORMATIONAL</b>
OBJECTIVE	Provide all relevant information	Provide knowledge	Knowledge+ Skills+ attitudes	All as previous+ enabling environment
TRAINING/ LEARNING PHILOSOPHIES	Inputs based	Inputs based	Input based+ Generation based	Generation based+ inputs based
SUPPLY CHAIN DRIVER	Push mechanism	Push+Pull mechanism	Pull+Push mechanism, significantly demand driven	Pull mechanism, fully demand driven
COMMUNICATION	One way	Two ways	Two ways+Multi ways	Multi dimensional
METHODOLOGY	Predominantly lectures	Predominantly lectures+ interactive	Interactive and multi modal	Multi modal
DELIVERY ACTORS	Trainers	Trainers	Facilitators+ participants	Participants+ facilitators
TRAINING TOOLS USED	Lectures and hand outs	Lectures and handouts+	+ Role plays, exercises, games, exposure visits, story telling, experience sharing, films, open/focus/ panel discussions, learning by doing, case studies	All previous tools + Peer learning , climate of continuous learning

The key strategic issues to be accounted in strategic planning comprise:

- **Building an enabling environment for PRI CB&T**- The scale, depth, coverage and efforts of CB&T have to overcome multiple divides due to functional literacy, castes, languages, gender, etc. The dictum "However more and better, more is needed" is true in CB&T vis-a-vis PRI in India. An important change required is to build capacities of capacity builders with a view to strengthen their functional autonomy and collegial environments.
- **Holistic Capacity Building**  
The key issues here include:
  - o Enlarging training to cover not only "Input base" (in which presumption is that target group does not have required information/knowledge and same has to be imported from external sources), but also "Generation based" (in which the presumption is that target group has the requisite knowledge but the same has to be brought at conscious level)

- o Providing CB inputs “In-situ” (in work situation) as well as “In immersion”. Immersion learning presumes that it is easier to change person or his/her environment, one at a time but not together. So, it provides designed/control environment for training/learning inputs taking the participants from their daily work and routines.
- o Utilising adult learning approaches as far as possible and making learning experiences more interactive and directly related to work performances
- o Focusing not only on human capacities but also institutional capacities
- **Demand driven nature-** Recognising the fact that in the ultimate analysis, elected representatives will take learning/training experiences over long term and on sustainable basis only if they find it value additive. Thus CB&T finally will have to be demand driven. Currently, very few training/learning inputs are designed on the basis of scientifically done Training Needs Assessment or on functional role analysis.
- **Addressing functional literacy gaps-** CB&T strategy has to address the issue of current level of functional literacy of elected representatives of PRIs.
- **Training as a transformational tool** – Elevating CB&T to its highest level, that of a transformational tool.
- **Ensuring multimodal delivery-** Andhra Pradesh experience bears out general findings of higher efficacy of CB&T in multimodal delivery. TV, ICT tools, SATCOM, video conferencing, mobile vans, face to face training, cascade mode of training, computer based trainings/program learning, peer learning, demonstration/exposure visits, etc. and strong learning environment through E-mails, E-groups, distance learning coupled with contact facilities, mobile/hand held instruments communication, peer learning, newsletters, etc. all need to be used as a mix for optimal delivery of CB&T.
- **CB&T M & E-** The evaluation of CB&T efforts at present is mainly/exclusively focused on outputs e.g. coverage (numbers of participants). CB&T needs to be more outcome oriented based on evaluation parameters like improvements in decision making in PRI, reduction in delays, time limit adherence of projects under PRI, extent of transparency and proactive disclosures, etc.

#### **CONCLUSION-7 NEED FOR STRONG STRATEGIC PLANNING AT THE STATE LEVEL**

Holistic strategic planning for CB&T needs to be done at every State/UT level.

### **6.4 STATE/UT LEVEL SYSTEMS PLANNING AND MANAGEMENT FOR CB&T**

Systems are methods of doing repetitive work with consistent quality and minimal human interventions.

Major CB&T systems at the States/UTs are identified as:

- i. Core Content defining and development (outlined earlier)
- ii. Knowledge management (outlined earlier)
- iii. Training/learning module design and development
- iv. Adult learning tools/training tools development
- v. Training/learning data base management
- vi. External resources management (outsourcing Management)
- vii. CB & T monitoring, Management Information System
- viii. Training/learning and faculty/facilitator evaluation system
- ix. Master Trainers Development
- x. Demonstration/exposure visit sites development

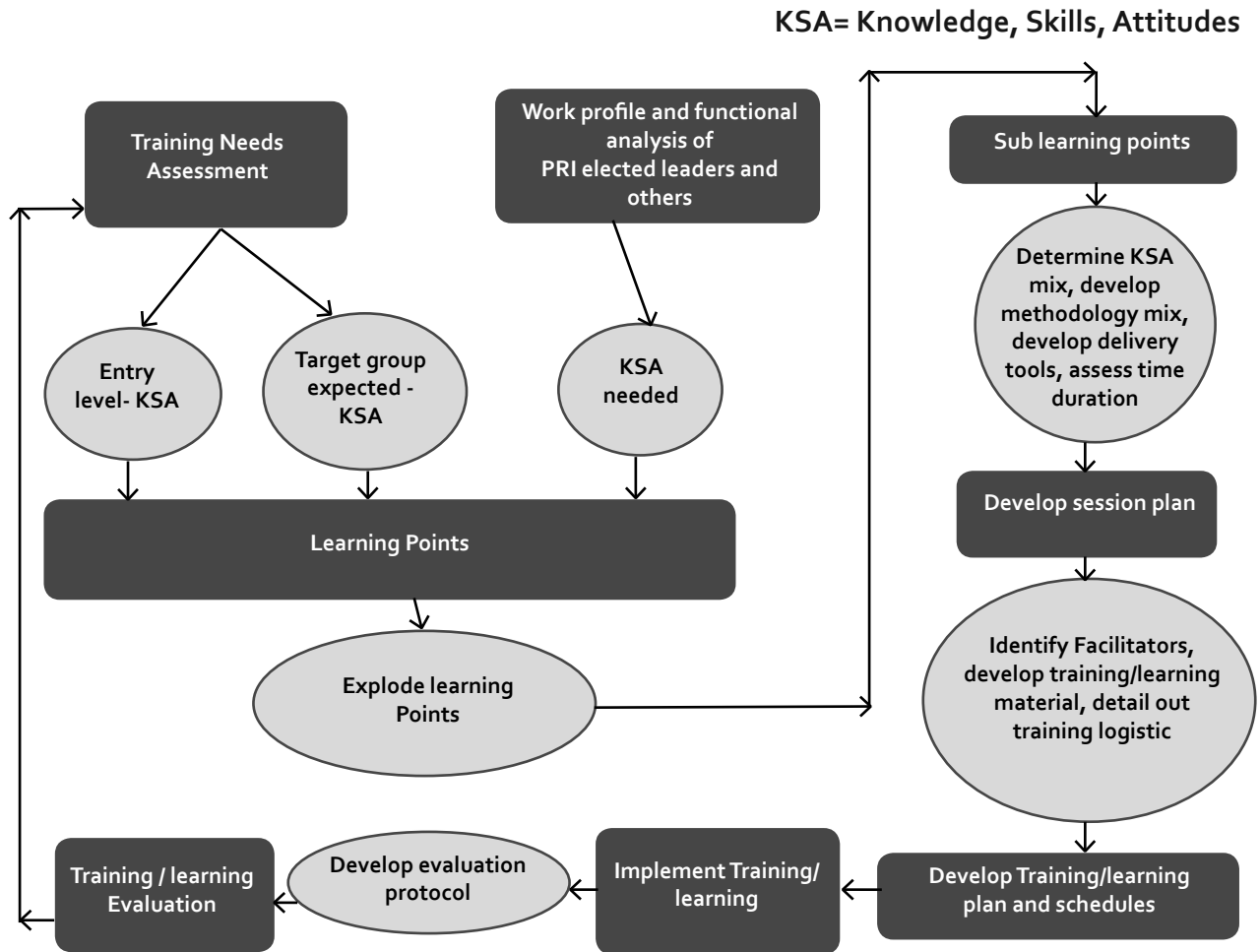


### 6.4.1 TRAINING/ LEARNING MODULE DESIGN AND DEVELOPMENT SYSTEM

Training is an intrusive technology to influence the human mind. It involves changing concepts and thoughts along with knowledge and skills. It, therefore, needs to be precisely designed and skillfully implemented.

A typical training/learning design methodology is depicted in the following chart:

Chart 4 : Typical Training Design Methodology



It is perceived that scientific design of training/learning is not usually attempted. Training Need Assessment, work and functional analysis of target group, determining knowledge, skill and attitudes gap to be filled, defining learning points and detailing sub learning points, identifying KSA mix and accordingly developing learning/training methodology, developing appropriate mix of learning tools as per the methodology, etc. are not carried out in most of the cases making training/learning experiences sub-optimal.

## 6.4.2 TRAINING/LEARNING DATA BASE MANAGEMENT SYSTEM

Data bases are collated information on IT platforms for frequent use. Major training/learning data bases comprise:

- i. Facilitators/Master trainers data base
- ii. Participants data base
- iii. Training modules details data base
- iv. Training/learning material data base
- v. Training evaluation data base
- vi. Training schedule data base

Updated and comprehensive data base management system is weak/absent in majority of the states.

## 6.4.3 EXTERNAL RESOURCE MANAGEMENT SYSTEM (OUTSOURCING SYSTEM)

Outsourcing system plans out and manages external resources in CB&T of PRI at the State level. It comprises selection of appropriate function/task to be outsourced, specification and quantum of work, invitation, prequalification/panel listing, technical proposal and financial proposal evaluation, awarding the work contract, ME of the contracted agency/individual and overall procurement and contract management.

Majority of the States have contracted through SIRDs, individuals/ institutions for mainly training implementation, and at times, evaluation.

Outsourcing in State Governments most of the time, is a long drawn process with differing philosophy of work performance (externalisation v/s internalisation, Governance agenda v/s self performance, etc.), sensitivity involved in involving external resources in works mainly carried out by the States, own organs and difficulties associated with weak M & E to ensure up-to-mark performances of the external resources.

Majority of the opinion within states favours outsourcing to varying degrees, even though in some cases the results of outsourcing have been mixed mainly due to weak outsourcing systems.

All visited States have expressed the need of help from MOPR for precise framework and guidelines for outsourcing.

## 6.4.4 CB&T MONITORING AND MIS

Work of CB&T is spread out all over the States, throughout the year and with involvement of scores of stakeholders. A soundly designed system with appropriate Information Technology platforms and communication/information connectivity is needed in the States.

It is perceived that though adequate information gets generated at various places in the States; the capture, collation and transfer of information are not adequate. Most of the time information retrieval is difficult.

There is a need for Management Information System, which will monitor CB&T in the State.

## 6.4.5 TRAINING/LEARNING AND FACILITATORS EVALUATION SYSTEM

A thorough training/learning evaluation has various checks and balances throughout the training/learning cycle.

The components of the systems include

- Pretest (to find out expectations of the participants and their entry KSA)
- Post tests (to find out extent of learning through comparing with pre-tests)
- Evaluation of the training process (extent of energies, participation, etc. measured)
- Evaluation of the training/learning content (to judge appropriateness of the inputs)
- Evaluation of the facilitators (to improve quality of facilitators and learning delivery)
- Evaluation of the training logistic (to judge the comfort level of participants with the training arboriculture/facilities)
- In field/post evaluation of training (to judge the extent of application and applicability of learnt inputs to real life situations), etc.

## 6.5 STATE/UT LEVEL STRUCTURE PLANNING AND MANAGEMENT SYSTEM FOR CB&T

The current institutional structures of SIRDs, PRTIs and ETCs need strengthening through varieties of structures/teams, both within and from outside.

The basic types of structures include:

- Institutional Structures - Governance, Management, Operations, Implementation
- Networking- Managed peer networks, Advisory panels, Volunteer force, etc.
- Semi formal Team Structures- Standing Committees, Task Groups for varieties of project based activities in CB&T including action research, IT initiatives, curriculum development, theme specific training/learning tool development, external resource management, etc.

Depending on the needs and requirements, States/UTs may undertake initiatives to develop and strengthen such structures for optimal CB&T of PRIs.

### **CONCLUSION-8 NEED FOR STRENGTHENING STATE/UT LEVEL SYSTEMS OF CB&T**

Systems' strengthening to various extents is needed in States/UTs to ensure optimal CB&T performance. Of particular importance is the defining and developing Core Content to ensure precise, accurate and updated knowledge base to develop training/learning modules and knowledge products.

## 7.0 WAY FORWARD

The KIA and its conclusions may be utilised as a starting point/backdrop to carry out detailed Situation Analysis and strategic planning of PRI CB&T in the States/UTs.



## **PART-II**

### **REFERENCE GUIDE FOR OUTSOURCING**



## 1.0 INTRODUCTION TO OUTSOURCING

### 1.1 DEFINING OUTSOURCING

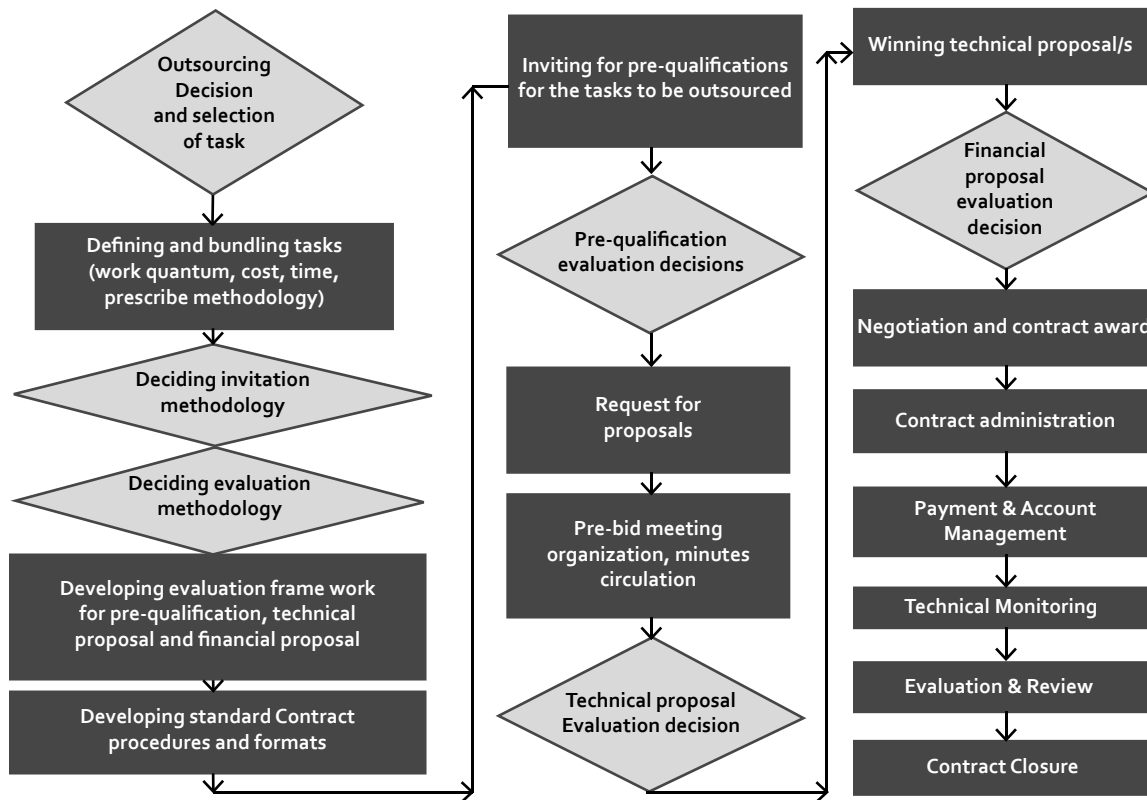
Outsourcing is selecting, contracting and managing external agency/ies to carry out predetermined task/s. The functions include

- i. **Procurement Management** - It Involves seeking services, inviting applications from service providers, short listing as per a defined criteria, evaluating responses as per evaluation criteria, and selection of best service provider
- ii. **Contract Management** – It Involves entering into contract with selected service providers, managing the function as per contract conditions, renewing contracts as required, completing & closing the contract at term end, overseeing whether contract conditions are fulfilled or not, terminating if any breach of contract is observed
- iii. **Payments & Accounts Management** – It Involves processing of invoices, examining payment requests against payment release conditions, releasing timely payments, maintaining accounts, examining Consultant accounts (if so defined, as in case of reimbursable contracts), carrying out internal audits, Facilitating other audits CAG, State Government Audits, Ministry Audits, or any other external audits, carrying out audits of Consultant (if defined so, mainly in case of reimbursable contracts), maintaining fund flow, etc.
- iv. **Technical Monitoring** – The regular monitoring of the outsourced activities to ensure the quality & effectiveness of the services, MIS, field visits, reports, monitoring progress against targets/deliverables and timelines for achievement.
- v. **Reviews & Evaluation** – It involves carrying out periodic reviews and evaluations of the outsourced activities, strategies, plans, feeding back the findings into plans for further improvement, etc.

### 1.2 TASKS INVOLVED IN OUTSOURCING

The above broad functions can be broken down in to several tasks involving decisions as highlighted in the following flow chart:

Chart 5 : Outsourcing Function-Tasks Flow Chart



The tasks are detailed out further in subsequent sections.

### 1.3 REASONS FOR OUTSOURCING

Outsourcing of PRI CB&T activities may be considered on the basis of its strategic or operational needs and reasons.

#### 1.3.1 STRATEGIC REASONS

Governance agenda of developmental world and core competency philosophy of private sector both argue for outsourcing those works, which do not fall within the core areas of the organization/government /business.

Public Private Partnership (PPP) philosophy argues that private businesses are more responsible with PPP while governments become more efficient with PPP.

Business philosophy wise, outsourcing promotes “value for money” as it promotes “Payment by Results” to a greater extent.

Management science argues that PPP is one of the ways to strengthen meritocracy and result oriented climate within governments.



### 1.3.2 OPERATIONAL REASONS

Operationally, outsourcing is beneficial in cases of tasks which:

- Require mindsets, skills, coverage, speed, quality any/ most/all of which may not be available within the organization
- Are more cost effective /efficient to be carried out through outsourcing
- Are additional workload and cannot be handled in a time bound manner if carried out internally
- Require large geographical footprints and coverage in time bound manner

All the above reasons may exist in order to outsource PRI CB&T to various extents. The specific reasons to outsource PRI CB&T may include:

- Quantum of work- Numbers of stakeholders in PRI, their geographical dispersion, turnover rates may make it difficult/impossible to ensure timely delivery of CB&T without some external support.
- Quality consideration- Some involvement of external resources may be necessary to enhance quality of CB&T delivery.
- Time limit- CB&T in PRI needs to be implemented in defined and definite time frame
- Ensure budgeted expenditures- Normal expenditure rates of CB&T efforts may vary from 60% upward. Outsourcing may be needed to ensure budgeted expenditure.
- Need for external facilitation- CB&T at times is best carried out by external/neutral agents rather than agents with any previous work histories/relationships.
- Bridging resource gap- The dearth of human resource, infrastructure, and quality of delivery existing may be bridged through outsourcing
- Role optimization of the Nodal CB&T Institute–These can be MoPR/PRTI/SIRD/any other. These nodal agencies can play the roles training designers, training implementers, monitors, training managers, etc. These different roles are at different levels of value chain and thus an appropriate mix of the role will provide optimal value. Different role mix may be optimal in different states based on their ground realities. Thus optimal role playing by these nodal agencies will make the function of PRI CB&T more effective.

## 2.0 TASKS TO OUTSOURCE IN PRI CB&T

### 2.1 GENERAL CHARACTERISTICS OF TASKS TO BE OUTSOURCED

The tasks in order to be outsourced to have the following prerequisites:

- i. Should be measurable- A task can be measured completely if quantum of work, costs, standards of quality and time can be estimated The preferred methodology can thus be prescribed with reasonable accuracy for its effective execution/implementation.
- ii. Should not create conflict of interest/contraindications- CB&T design and implementation of training may not be clubbed, or training implementation may not be clubbed with M &E.
- iii. Should be doable independently as far as possible- Task outsourced should be such that it can be carried out independently as far as possible. Any interdependencies should be clearly mentioned that may be the case in some PPP contracts wherein a responsibility is shared between the Government department/SIRD and outsourced agencies.
- iv. Appropriate quantum- Task to be outsourced should be optimally packaged/ bundled to provide scale of economies for both the parties involved and should be doable in a time limit and as per the capacities of the outsourced agencies.

## 2.2 IDENTIFYING TASKS TO BE OUTSOURCED IN PRI CB&T

While significant numbers of the tasks/work can be outsourced in any organization, some may not be outsourced and have to be carried out internally in the organization. For example regulatory, governance, policy decision making, sanctioning and granting approvals, etc. are tasks, which may not be outsourced by governments/government departments.

Some of the major tasks in PRI CB&T are listed in the following table along with major points, which the task can include. It is important to note that the task bundle/sub tasks are indicative only and it may be modified as per requirements.

Table 4 : List of PRI CB&T Task Bundles and Sub Tasks

SR.NO	TASK TITLE	INDICATIVE SUB TASKS	REMARKS
1	Strategic Planning	<ul style="list-style-type: none"> <li>• Situation Analysis</li> <li>• Vision, mission</li> <li>• Strategic frameworks/strategies</li> <li>• Perspective plan for 3-5 years</li> </ul>	Can be outsourced with due involvement and participation of the PRI CB&T manager at various stages
2	Core Content Design	<ul style="list-style-type: none"> <li>• Identifying core content broad areas</li> <li>• Expanding each core content area with specific sub points</li> <li>• Developing a 'Comprehensive Guideline on Core Content' to be used/referred by all further CB&amp;T design exercises</li> </ul>	Can be outsourced as a whole.
3	Training module design and material development theme wise	<ul style="list-style-type: none"> <li>• Learning and sub learning points</li> <li>• Session break up and indicative methodology</li> <li>• Learning tools development</li> <li>• Training material development</li> <li>• TOT manuals</li> <li>• Facilitators manual</li> <li>• Pre testing and modifications</li> </ul>	Can be outsourced for each identified theme/several themes /all the themes together
4	Training implementation	<ul style="list-style-type: none"> <li>• *Training micro plan/schedule-time line wise geographical area covered, training to be delivered, participants to be covered, Master trainers listing</li> <li>• *Training logistics- invitation to participants, venue fixation, lodging and boarding arrangements, and training aids arrangements etc.</li> <li>• Preparation of Frequently Asked Questions (FAQs)</li> <li>• Post training evaluation</li> <li>• **Training reporting</li> </ul>	<p>Can be outsourced for a geographical area/s e.g. blocks/districts with specific target group defined.</p> <p><i>*marked areas will require PRTI/ SIRD's assistance/facilitation or can be exclusively done by PRTI/ SIRD.</i></p> <p><i>** requires well defined reporting system common to all outsourced agencies.</i></p>

Continued

SR. NO	TASK TITLE	INDICATIVE SUB TASKS	REMARKS
5	CB&T research	<ul style="list-style-type: none"> <li>• *Training Needs Assessment</li> <li>• *CB&amp;T coverage evaluation</li> <li>• *CB&amp;T outcome/impact evaluation</li> <li>• *Other needs based research</li> </ul>	<i>* Each sub task may be outsourced separately</i>
6	CB&T yearly plan	<ul style="list-style-type: none"> <li>• Deciding coverage targets- target group wise, theme wise</li> <li>• Estimating future expenditure rate</li> <li>• Planning overall CB&amp;T for the state/s</li> </ul>	MoPR/SIRD/PRTI/PRI department may do this internally.
7	Developing local resources/Master trainers/facilitators	<ul style="list-style-type: none"> <li>• Developing a panel of willing and capable resources</li> <li>• Developing TOT modules and manuals (this may be clubbed with Task 3)</li> <li>• Conducting TOTs</li> <li>• Certifying Master trainers/facilitators</li> <li>• Communication to all outsourced agencies about the list of available Master Trainers</li> </ul>	Can be outsourced
8	Knowledge Management	<ul style="list-style-type: none"> <li>• Developing KM cycle</li> <li>• Develop web based IT platform for capture/storage, transfer of knowledge</li> <li>• Host and update portal</li> <li>• *Newsletter development and circulation</li> <li>• *Help line</li> </ul>	Can be outsourced <i>* can be outsourced separately.</i>
9	CB&T Monitoring and evaluation	<ul style="list-style-type: none"> <li>• Developing M &amp; E Framework and specifications</li> <li>• Developing MIS and reporting formats</li> </ul>	SIRD/PRTI/PRI department may do this internally with outsourcing of systems development
10	Developing CB&T aids such as films, ICT based training programs and documentation of various kinds	<ul style="list-style-type: none"> <li>• *Developing films</li> <li>• *Developing ICT based training programs</li> <li>• Developing documentation of various kinds- process documentation, best/next practices, task end/ year end reporting etc.</li> </ul>	<i>*Each task bundle can be outsourced separately.</i>

It is evident from the above table that significant numbers of tasks in CB&T can be outsourced.

## 2.3 DECIDING TASKS TO OUTSOURCE IN PRI CB&T

Tasks to be outsourced may be decided from the possible menu of tasks that Major factors, which guide the decision of tasks to be outsourced comprise:

- Capacity existing internally within the agency to carry out the tasks at high quality and in time bound manner
- Cost –effectiveness and value for money- ensuring utilization of funds in result oriented manner
- Capacities existing in external environment and availability of out sourcing agencies
- Any other relevant factor and ground reality of the organizational needs

## 2.4 COMPLETELY DEFINING TASKS TO BE OUTSOURCED

All selected tasks to be outsourced need to be defined completely to ensure homogeneous understanding and consistent and precise performance of the tasks by all concerned. This can be achieved through:

- Defining quantum, costs, and time frame for each task
- Detailing Terms of Reference (TORs) for each of the task

The quantum and cost and preferred time schedule for completion of each task will have to be determined on case to case basis.

**Indicative and broad based (and not comprehensive) TOR for each of the task, which can be outsourced in PRI CB&T are enclosed in Appendix-1** as a starting point. These may be finetuned, modified or improved as per ground realities and needs of the organization.

# 3.0 DECIDING BIDDING PROCEDURE

Once the tasks to be outsourced have been identified, the next important step is to decide bidding procedure. Some common bidding procedures relevant to PRI CB&T and followed by national and international agencies are –

1. **Open Competitive Bidding:** Open competitive bidding is one of the most commonly used bidding procedure. This is generally used when a wider choice of service providers is sought. The applications/ Expression of Interest/proposals are invited through advertisements in newspapers with wider circulation. It provides an open platform and whichever service providers meet the eligibility criteria and are interested can apply. Open competitive bidding can be of two types –
  - (i) **National Competitive Bidding:** Here the bidding is limited at national level and only service providers from within the country can participate in the bidding process
  - (ii) **International Competitive Bidding:** Here the bidding is open for service providers from across the countries.

Eligibility criteria for the service providers is to be clearly specified in the invitation advertisements so as to reduce the later date load for scrutinizing all applications and limit the bidding to only relevant service providers. All applications received in response to the advertisements are to be appraised and a short list needs to be prepared on predetermined criteria for short listing. This is followed by further process as described in further sections.

2. **Selective Bidding:** Selective bidding means that the Request for Proposal (RFP) is sent to and proposals are invited from some selected service providers only. Usually 5-7 selected service providers are invited for bidding. Selective bidding is used in instances when the services require a high quality expertise, which might be available with few service providers. The selection of service providers to be invited for selective bidding either can be based on existing knowledge or previous experience of the State/UT or can be based on the experience of other States or MoPR or the State/UT may follow the empanelment process. In the empanelment process, the State/UT may invite expression of interest from service providers, which may be interested and eligible to provide the services in question followed by preparation of a short list. The short listed service providers only are thereafter invited for submission of a proposal as and when required.
  
3. **Single source procurement:** This kind of procurement process is used only in specific instances. In case a service provider has provenance of performing a particular task with high quality and the same task needs to be performed again, the State/UT may directly invite proposal and/or financial quote from the same service provider. Similarly this process may also be used in cases where a service provider with provenance of high quality performance in a particular task is being recommended by MoPR. The State/UT may also follow this process when a service provider has provenance of performing a particular task with high quality in some other state and the State/UT may want same or similar kind of services. In such cases, State/UT may take feedback from the other State/UT about the quality of the services of the service provider and can invite the service provider for submitting a proposal for the task. The following table provides the key differences in the above mentioned different bidding procedures.

**Table 5 : Comparison of Different Bidding Procedures**

	<b>OPEN COMPETITIVE BIDDING</b>	<b>SELECTIVE BIDDING</b>	<b>SINGLE SOURCE PROCUREMENT</b>
Who can participate	Open to all service providers. Any service provider meeting eligibility criteria and interested in performing the task	Only the service providers, which are invited to participate. Usually limited to 6-7.	Only single service provider is invited to submit the proposal and/or financial quote
Invitation Method	Usually through advertisements in national newspapers with wide circulation and through web site.	Service providers short listed based on the following can be invited for submitting their proposals for specific task – <ol style="list-style-type: none"> <li>1. From empanelled service providers if empanelment process has earlier been carried out</li> <li>2. 6-7 service providers are short listed based on their expertise in carrying out the specific tasks</li> <li>3. Short listing based on recommendations provided by MoPR based on previous experience or similar work done in other states</li> </ol>	Single service provider is asked to submit a proposal or a financial quote (if same work has been carried out earlier). This is generally done in following circumstances – <ol style="list-style-type: none"> <li>1. Service provider has undertaken same kind of task earlier satisfactorily and is required to perform it again and State/UT is satisfied with the output and desire to continue with the same</li> <li>2. The service provider has been recommended by MoPR following satisfactory/good performance for same kind of work elsewhere</li> <li>3. The service provider has performed same task earlier satisfactorily for some other state</li> </ol>

Continued

	OPEN COMPETITIVE BIDDING	SELECTIVE BIDDING	SINGLE SOURCE PROCUREMENT
Applicability	In case a wider choice is required and number of service providers are available	In case where prequalification process has been carried out through empanelment process and a short list is available for the task in question In case where there is a specific expertise is required which may be available only with selected service providers	In case where there is a precedence and track record of performance of same kind of services with high quality
Applicability in PRI CB&T (An indicative list, not limiting or prescriptive list)	<ol style="list-style-type: none"> <li>1. Training Module Design</li> <li>2. Training Implementation</li> <li>3. Research</li> <li>4. Documentation</li> <li>5. Developing master trainers</li> <li>6. Systems development</li> </ol>	<ol style="list-style-type: none"> <li>1. Communication aids development</li> <li>2. Training Needs Assessment</li> <li>3. Training Impact Assessment</li> </ol>	<ol style="list-style-type: none"> <li>1. Capacity Assessment</li> <li>2. Strategic Planning</li> <li>3. Knowledge Management</li> </ol>

The actual situation in different States/UTs may vary significantly and accordingly the applicability of different bidding procedures in PRI CB&T may also vary. A table demonstrating applicability of various bidding procedures, selection procedures and recommended contract types has been provided in Section 9.7.

## 4.0 DECIDING INVITATION METHODOLOGY

### 4.1 WHO CAN BE INVITED

Any institution (since this guide refers to institutional outsourcing) with legal existence may apply either singly or in consortium (in partnership with other agencies).

In case of consortium applications/EOIs/Proposals it is usual to ask for specifying

- roles and responsibilities of each of the partner and sharing of the task
- financial and administrative arrangements of the partnership
- lead partner who will be responsible for overall delivery of the task performance

All above are specified by a Memorandum of Understanding (MOU) signed by all the partners. Such approach may be encouraged when there is dearth of resources in specific PRI CB&T segment with couple of provisions like

- Cap on maximum numbers of partners in a consortium
- The qualifying criteria especially for prequalification are normally applicable only to the lead partner and may not be considered as cumulative of all partners.

## 4.2 METHODS OF INVITATION

Outsourcing agencies have to be informed about the tasks and invited to provide their considered response (Expressions of Interests or Technical and Financial Proposals explained subsequently). Evaluation of the responses is necessary to select the best response/agency and ensure value for money.

Various systems for inviting interested service providers for outsourcing are prevalent and the relevant system will need to be selected based on the selection of bidding process as described in the previous section.

Two different systems for inviting the interesting agencies for outsourcing are in practice.

- i. Request for Proposals to all (Single step system)
- ii. Prequalification and Request for Proposals to only prequalified agencies (Two step system)

The significant differences among the two systems and their applicability are highlighted in the following Table.

**Table 6 : Invitation Methods For Outsourcing**

	<b>REQUEST FOR PROPOSALS (RFP) TO ALL</b>	<b>REQUEST FOR PROPOSALS TO ONLY PREQUALIFIED AGENCIES</b>
Purpose	A detailed RFP sent to all and all invited to give technical and financial proposals.	An Expression Of Interest (EOI) sent to all interested. Only short listed/ prequalified agencies sent RFP.
Outcome	May increase the work load of proposal evaluation to unmanageable level.	<ul style="list-style-type: none"> <li>• Creates a database of prequalified agencies for a specified time period.</li> <li>• Creates manageable workload for proposal evaluation</li> </ul>
Applicability In PRI CB&T	May not be preferred for PRI CB&T	May be preferred for PRI CB&T

## 5.0 DECIDING EVALUATION METHODOLOGY

### 5.1 WHY TO EVALUATE

Consistent evaluation of responses of outsourcing agencies is necessary at various stages in order to

- Ensure propriety in public domain dealings
- Promote meritocracy
- Ensure value for money

### 5.2 WHAT TO EVALUATE

Evaluation decision in outsourcing occurs at three main stages : Prequalification, technical proposal and financial proposal. The evaluation parameters at each stages are different as highlighted in the following table:

**Table 7 : Major Evaluation Parameters for Outsourcing Agencies in PRI CB&T at various stages**

PARAMETERS	PREQUALIFICATION	TECHNICAL PROPOSAL	FINANCIAL PROPOSAL
SUB PARAMETERS	<ul style="list-style-type: none"> <li>• Relevant track record</li> <li>• infrastructure including Human Resources</li> <li>• Financial capacity to execute scale of work to be outsourced</li> <li>• Proof of existence, etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Track record of the agency</li> <li>• Project team proposed</li> <li>• Work plan/Time proposed</li> <li>• Track record of the agency</li> <li>• Approach &amp; methodology</li> </ul>	<ul style="list-style-type: none"> <li>• Budget appropriateness as per market conditions/costs</li> </ul>

### 5.3 EVALUATION METHODS

Outsourcing can be done with four different objectives of:

- Cost based selection (CBS)
- Quality and Cost based selection (QCBS)
- Quality based selection (QBS)
- Minimum acceptable quality with minimum cost based selection (MQMCBS)

The pros and cons and applicability of all the methods are highlighted in the following table:

**Table 8 : Applicability of Evaluation Methods**

	COST BASED SELECTION	QUALITY+COST BASED SELECTION	QUALITY BASED SELECTION	MINIMUM ACCEPTABLE QUALITY PLUS MINIMUM COST BASED SELECTION
PURPOSE	Select minimum rate/cost proposal	Select technical proposal with maximum total marks combined of Technical and financial Proposal	Select technical proposal scoring highest mark and open financial proposal of that only.	Select all the technical proposals securing minimum qualifying marks specified, open financial proposals of all of them and select on the basis of minimum cost
OUTCOME	Decides outsourcing based on minimum cost without any consideration to quality	Decides outsourcing based on balanced view to quality and cost, both.	Decides outsourcing based on highest quality	Decides outsourcing based on minimum cost for the minimum acceptable quality of task

Continued

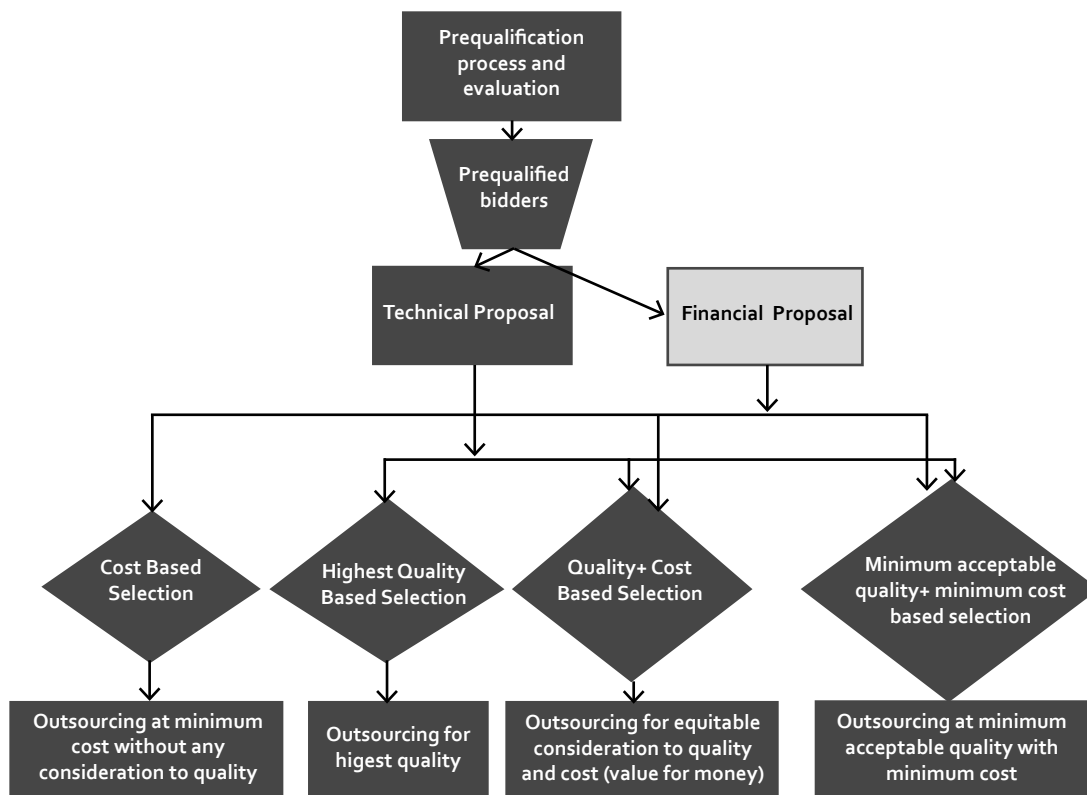


	<b>COST BASED SELECTION</b>	<b>QUALITY+COST BASED SELECTION</b>	<b>QUALITY BASED SELECTION</b>	<b>MINIMUM ACCEPTABLE QUALITY PLUS MINIMUM COST BASED SELECTION</b>
<b>APPLICABILITY</b>	May not be applicable for PRI CB&T	May be relevant especially in areas such as developing training modules, developing panels of Master Resources, etc.	May be relevant especially in grey areas such as knowledge management, strategic planning, developing training modules etc.	May be applicable especially in areas such as training implementation. E.g. large quantum of the same work to be carried out by several/many agencies

Quality+cost based selection method requires providing appropriate marks to technical and financial proposal. Usual practice is to provide 75-80 marks (out of a total of 100) to technical proposal and remaining 25-20 marks to financial proposal.

The decision flow chart is highlighted in the following chart:

**Chart 6 : Evaluation Process and Decision Flow Chart in two Step Process of Outsourcing**



## 5.4 UNIFORM RATE, MINIMUM ACCEPTABLE QUALITY SELECTION

At times especially in cases where the quantum of work is significant and needs to be carried out by several agencies (e.g. in case of training implementation), applying uniform rates to execute the same task may be more appropriate. In this case, all technical proposals scoring minimum marks as specified are invited to work at uniform rates. In such a case there may not be any evaluation of financial proposal or financial proposal may not be invited but standard rates for carrying out the task may be informed to all the interested bidders.

## 5.5 EVALUATION PROCESS

The process to be followed for evaluation of proposals for different selection methods is provided below:

**Table 9 : Selection Processes**

QUALITY BASED	QUALITY + COST BASED	COST BASED	MINIMUM QUALITY & MINIMUM COST BASED
<ol style="list-style-type: none"> <li>1. Technical &amp; Financial Proposal to be invited in separate sealed envelopes</li> <li>2. Technical Proposal opened and evaluated as per decided criteria</li> <li>3. Agency receiving highest score for technical proposal to be selected and financial proposal of the selected agency opened.</li> <li>4. Negotiations carried out with the selected agency</li> <li>5. Contract awarded, in case negotiations are successful</li> <li>6. In case negotiations are unsuccessful, agency receiving second highest score in technical proposal evaluation is invited, their financial proposal opened and negotiations carried out with them.</li> <li>7. Contract awarded, in case negotiations are successful.</li> <li>8. Once the contract awarded, all unopened financial proposals to be returned to respective agencies</li> </ol>	<ol style="list-style-type: none"> <li>1. Technical &amp; Financial Proposal to be invited in separate sealed envelopes</li> <li>2. Criteria for weightage of scores to technical and financial proposal to be selected and communicated in RFP</li> <li>3. Both technical proposal &amp; financial proposal opened and evaluated as per decided criteria</li> <li>4. Agency receiving highest aggregate score* to be selected</li> <li>5. Negotiations carried out with the selected agency</li> <li>6. Contract awarded, in case negotiations successful</li> <li>7. In case negotiations are unsuccessful, agency receiving second highest aggregate score invited for negotiations</li> <li>8. Contract awarded, in case negotiations are successful</li> </ol>	<ol style="list-style-type: none"> <li>1. Only financial proposal to be invited</li> <li>2. Agency with lowest (L1) financial quote selected</li> <li>3. Selected agency invited for negotiations (if required)</li> <li>4. Contract awarded, if negotiations are successful</li> <li>5. If negotiations are unsuccessful, agency with second lowest (L2) financial quote invited for negotiations</li> <li>6. Contract awarded, if are negotiations successful</li> </ol>	<ol style="list-style-type: none"> <li>1. Technical &amp; Financial Proposal to be invited in separate sealed envelopes</li> <li>2. Minimum scores defined for eligibility of technical proposals and communicated in RFP</li> <li>3. Technical Proposal opened and evaluated as per decided criteria</li> <li>4. All the agencies whose technical proposals achieve scores above eligibility criteria are selected for further process</li> <li>5. Financial proposals of agencies considered eligible in technical evaluation are opened</li> <li>6. Agency with lowest (L1) financial quote selected</li> <li>7. Selected agency invited for negotiations (if required)</li> <li>8. Contract awarded, if negotiations are successful</li> <li>9. If negotiations are unsuccessful, agency with second lowest (L2) financial quote invited for negotiations</li> <li>10. Contract awarded, if negotiations successful</li> </ol>

\*In case of QCBS, the formula for calculating the aggregate score can be derived through the following steps:

Step 1: Use formula  $FS = 100 * LP / Q$  in which FS is the financial score, LP is the lowest price and Q is the quote (price) of the proposal for which the calculation is being carried out.

Step 2: Use formula  $AgS = TS * TW + FS * FW$ ; where AgS is total aggregate score, TS is Technical Proposal Score, FS is Financial Proposal Score, TW is the weightage given to technical proposal (in %) and FW is the weightage given to financial proposal (in %).

## 5.6 DEVELOPING EVALUATION FRAMEWORK

Evaluation framework has to be designed and informed to all bidders in detail to ensure consistency and transparency in evaluation. Evaluation framework/parameters of evaluating Expression of Interest, Technical Proposal and Financial Proposal are different and vary depending on the nature of task

## 6.0 DECIDING TYPE OF CONTRACT

Contract classification is based on (1) Payment Method and (2) Payment Schedule. Based on the method of payment, contracts can be broadly divided in two types - Lump Sum and Reimbursable. While based on the payment schedule, the contracts can be divided into – Time Based and Mile stone based.

The applicability and use of these two types of contracts are provided in the following table:

**Table 10 : Types of Contract Based on Payment Method**

LUMP SUM	REIMBURSABLE
<ul style="list-style-type: none"> <li>• Can be a fixed price contract with defined deliverables. The quantities and rates both are pre determined.</li> <li>• Can be with a variable price contract with rates pre determined but quantities not pre determined</li> <li>• Can be with a variable price contract with quantities pre determined but rates not pre determined</li> </ul>	<ul style="list-style-type: none"> <li>• Can be a fixed price with predetermined budget and line items.</li> <li>• Can be variable price contract based on time i.e. either the time is fixed and costs worked out against time For example, . Rs. XXX for one month. The payment is made against total months of services on basis of agreed cost per month. For e.g. web site maintenance for 12 months @ Rs. 10000/- per month. Reimbursement will be on the basis of the evidence of total time taken to complete the services.</li> <li>• Can be a variable price contract with pre determined quantities and unit cost defined. The payment is made against total units consumed on basis of agreed cost per unit. For e.g. Rs. 500/- per Sarpanch trained for 2 days. Reimbursement will be against actual no. of Sarpanch trained with evidence of the same.</li> </ul>
<ul style="list-style-type: none"> <li>• The entire payment is made if deliverables are achieved</li> </ul>	<ul style="list-style-type: none"> <li>• The payment is made against actual expenditure incurred against evidences of the expense incurred.</li> <li>• May be linked to deliverables, may not be linked to deliverables</li> </ul>

Continued

LUMP SUM	REIMBURSABLE
<ul style="list-style-type: none"> <li>Usually used when costs are easily pre determinable.</li> <li>Helps in avoiding unnecessary accounting, time and efforts.</li> <li>Helps in avoiding hassles arising due to audit, Utilization Certificates, etc.</li> <li>Helps in determining extent of budget utilization.</li> </ul>	<ul style="list-style-type: none"> <li>Usually used when extent of expenses are not pre determinable. E.g. post disaster relief.</li> <li>Useful when required to give contracts without pre determined price (with or without a ceiling limit) to ascertain appropriate use of allocated funds.</li> </ul>
<ul style="list-style-type: none"> <li>Supporting are normally not asked to be submitted. Payments made as per payment schedule against invoices.</li> </ul>	<ul style="list-style-type: none"> <li>All supporting for all expenses to be submitted. Payment made against submission of expense statement supported by appropriate supporting and in proportion to the same.</li> </ul>
<ul style="list-style-type: none"> <li>May be a favored option in outsourcing for PRI CB&amp;T</li> </ul>	<ul style="list-style-type: none"> <li>May not be a favored option for outsourcing in PRI CB&amp;T</li> </ul>

The payment schedule is developed based on either of the method – time based or milestone based, as may be required by the nature of task. At times a contract may specify both the modes of payment i.e some payment based on time and some payment based on milestones.

**Table 11 : Types of Contract Based on Payment Schedule**

TIME BASED	MILESTONE BASED
Payment is made at fixed intervals of time such as monthly or quarterly as per the proportion decided.	Payment is made against achievement of certain milestones by the consultant.
Evidences not required.	Evidences of achievement of milestones to be submitted.
Useful in long term tasks and in tasks, which are based on certain deliverables but same kind of services are to be performed for a long time.	Useful in short as well as long term tasks. Useful where specific deliverables in measurable form are to be achieved.
May not be a favored option for outsourcing for PRI CB&T	May be a favored option for outsourcing for PRI CB&T

## 7.0 DEVELOPING STANDARD CONTRACT FORMATS

### 7.1 DEFINING A CONTRACT

Operationally, a contract means written agreement between the PRI CB&T manager (PRI department, SIRD, PRTIs, or empowered institutions) and the outsourced agency. The contract is signed by the officials of respective institutions holding Power of Attorneys, on stamp paper of appropriate value, notarized and witnessed

### 7.2 CONTENTS OF A CONTRACT

Contract may comprise:

- i. Negotiated and finalized technical and financial proposal with all its enclosures
- ii. Standard conditions of contract- conditions specially developed for specified task outsourcing
- iii. General conditions of contract- conditions generally applicable for all tasks outsourced by the CB&T manager

A typical draft contract format for PRI CB&T is provided as Appendix-3.

## 8.0 PREQUALIFICATION AND EXPRESSION OF INTEREST PROCESS

The prequalification process comprises steps of:

- i. Advertisement in leading newspapers for Expression of Interest (EOI) (advertisement draft in Appendix-2)
- ii. Fixation of prequalification criteria
- iii. Decision on pricing (or not pricing) of tender bid (One prevailing practice is to attach a tender fee to ensure applications only from serious bidders. Appropriate tender fees in this case may be decided by the concerned agency).
- iv. Formation of prequalification committee
- v. Evaluation of Expression of Interest and prequalification list finalization
- vi. Record keeping

### 8.1 EVALUATING PRE QUALIFICATION

The objective of prequalification step is to short list agencies meeting uniform minimum criteria and make subsequent task of proposal evaluation manageable.

### 8.2 EVALUATION PLAN

Normal prequalification criteria are highlighted in the following table along with documents supporting the same. Minimum limits/qualifying boundaries may be fixed as evaluation benchmarks. This, as is evident, may differ for different types of tasks, and from State to State and over a time period.

**Table 12 : Typical Prequalification Criteria and Plan**

CRITERIA	PROOF	MINIMUM LIMITS
PROOF OF LEGAL EXISTANCE	<ul style="list-style-type: none"> <li>• Certificate of Incorporation</li> <li>• Memorandum and Articles of Association</li> <li>• Trust Deeds</li> </ul>	All criteria to be meet or else application is rejected
FINANCIAL TURNOVER	<ul style="list-style-type: none"> <li>• Balance sheet/Profit and Loss Statement certified by Chartered Accountant for specified numbers of years</li> <li>• Turnover normally defined as average turnover of last three years</li> </ul>	To be Fixed as appropriate
TRACK RECORD	<ul style="list-style-type: none"> <li>• Value of similar works (work orders/ contracts of completed works, completion certificates by the clients etc.</li> <li>• Numbers and description of similar works completed/executed (As above)</li> </ul>	To be Fixed as appropriate
HUMAN RESOURCE	<ul style="list-style-type: none"> <li>• members with relevent experience</li> </ul>	More of qualitative information and may not be quantitatively defined
OTHER RELEVANT CRITERIA	<ul style="list-style-type: none"> <li>• Geographical footprints, collaborations, numbers of experts on panel etc.</li> </ul>	As Decided

EOI submitted by a consortium requires additional submission of Memorandum of Understanding among the consortium members as specified in foregoing discussions.

The EOI invitation / advertisement should ask for submitting all documents relevant to the prequalification criteria such as registration certificates, client certificates, previous/existing contracts, sample reports/manuals, audited reports, balance sheet etc.

### 8.3 SHORT LISTING THE EOIs

Usual practice is setting up a specific evaluation protocol based on the above mentioned criteria. Some of the above form mandatory requirement – like registration certificate, three years audited reports, turn over more than minimum defined limit, self declaration on not being black listed with any government or donor agencies, etc. Non fulfillment of these automatically leads to non qualification of the EOI. Only EOIs fulfilling all mandatory requirements will be selected for further evaluation. Further evaluation is based on the strengths and capabilities of the organization as per other criteria highlighted in the above table.

An evaluation committee is set up comprising of about 4-6 members including technical experts, financial experts, functional (CB&T in this case) experts and also representation from external (other than government functionaries) agencies/experts with no conflict of interest. Usually 5-8 EOIs may be short listed for sending RFPs. The exception may be where the quantum of work is high and several external service providers have to be selected e.g. in cases like training implementation.

## 8.4 RECORD KEEPING

Record keeping is important in public domain and for future queries. Record keeping serves the following functions:

- Ensures that all receipts of EOI are prior to time and date specified in the advertisement. All late submissions of EOIs are returned unopened to the agencies.
- Opening the EOIs in front of the evaluation committee and listing agencies.
- Evaluation of mark sheets signed by all the evaluation committee members
- Final list of prequalified agencies/consortiums signed by all the members of the evaluation committee
- Contains a list of rejected EOIs and reasons thereof documented

# 9.0 PROPOSAL INVITATION & SELECTION

## 9.1 CONTENTS OF REQUEST FOR PROPOSAL

Request for Proposal (RFP) is a comprehensive document with several attachments, proposal formats and relevant instructions to bidders. The document is sent to all prequalified bidders. It comprises of:

- i. Covering letter to all prequalified bidders with disclosed names of all prequalified bidders
- ii. Notice for pre bid meeting (if any) – The purpose of this meeting is to invite bidders to clarify their questions and queries. This is covered in subsequent the point.
- iii. Specific Instruction Sheet: Specific Instruction Sheet comprises of all the instructions that are specific to the proposed assignment and may or may not be similar to the general bidding procedures or terms and conditions. Specific Instruction Sheet a significant section of the RFP since it contains all the key information required by the bidder for proposal submission RFP also holds importance because in case of any difference in information at different places in RFP, The content written in Specific Instruction Sheet is considered to be final.

The content of the SIS includes the following:

- a. Name of the proposed assignment
- b. Name and contact details of client representative for the assignment
- c. Proposal evaluation criteria
- d. Proposal selection criteria (Quality based, Cost based, Quality & Cost based, Minimum quality & minimum Cost based, etc. Explained in subsequent sections)
- e. Type of contracts: Whether Lump sum or reimbursable (explained in subsequent sections)
- f. Terms and conditions related to payment of any Earnest Money Deposit, Security Deposit etc.
- g. Any specific information on applicable taxes and payment thereof with respect to the proposed assignment
- h. Relevant dates & timelines (pre bid meeting, collection of tender/bid documents, submission of proposals)
- iv. Terms of Reference with details of:
  - a. Background
  - b. Objectives
  - c. Deliverables
  - d. Indicative task list
  - e. Indicative project team
  - f. Indicative work quantum
  - g. Indicative/preferred methodology as/if required
  - h. Any other relevant instruction to bidders
- v. Format of the draft contract

- vi. Formats for technical proposal
- vii. Formats for financial proposals
- viii. Proposal Submission Instructions. Also contains Supporting enclosures and documents required.

Comprehensive RFP ensures appropriate responses, fair selection and overall value for money from the outsourcing process. Instead of 'make' add contributes to the making of a precise and comprehensive RFP document. It is worth spending time and efforts and RFP as precise and comprehensive as possible. A sample format of Request For Proposals is detailed out in the Part-3.

## 9.2 PRE BID CONFERENCE

Pre bid conference is a meeting open for all prequalified bidders prior to submission of technical and financial proposals and organized to clarify their doubts and ensure homogeneity of understanding among all stakeholders regarding tasks and its important parameters.

It is a formal meeting, which addresses and answers all the queries of the bidders in the open meeting. Attendance is noted and minutes of meeting circulated to all prequalified bidders whether they attended pre-bid meeting or not.

Minutes of pre bid meeting becomes part of the final contract in the form of an appended document.

## 9.3 RECEIPT AND RECORD KEEPING OF PROPOSALS

Proposals are invited usually in sealed envelopes with technical and financial proposals separately sealed and received prior to closing time and date with specified mode of receipt (post, registered AD, courier, hand delivery, drop box, e-mail, etc.).

All late receipts are returned unopened to the respective to agencies. All received proposals are acknowledged through written communication.

Detailed records of entire procedures are recorded at each stage.

## 9.4 BID OPENING

Normally sealed bids are opened in the presence of all the bidders submitting the proposals and members of the proposal evaluation committee the information about bid opening is generally part of the RFP.

Technical bids public opening mainly ensures:

- a. No. of firms submitting the proposal
- b. Whether submitted proposal abides by the submission guidelines
- c. Whether all the required documents have been submitted by the bidders

In essence, to ensure whether the Technical Proposal is eligible to be considered for evaluation or not.

The public opening of financial bids ensures the fulfillment of above mentioned criteria and may also involve sharing of financial quotes from all proposals with all bidders. Such a practice ensures transparency of the entire procurement process. However, financial quotes may or may not be shared with all bidders during bid opening meeting. Either of the practices can be adopted as per the need and as deemed fit. Sharing may be done when specific financial quotes are requested. Whenever the financial bids may involve various conditionality and a single specific quote may not be expected, sharing may not be done.



The opening of bid is recorded and it is ensured that support documents specified are accounted for. At this case some rejection may occur if the submission is not as per instruction. The rejection may be due to reasons of :

- Specified support documents not submitted (e.g. proof of legal existence, etc.)
- Bid price, Earnest Money Deposit/Security Deposit not submitted or not in specified form
- Unsealed proposals or packing not as per submission guidelines specified in the RFP
- Technical and financial proposals not submitted separately
- No. of copies of proposal not as specified in the Specific Instruction Sheet
- Proposals not signed as per instructions
- Any other reasons due to specifications being not met or submission not done as per Proposal Submission Instructions

Proper documentation of the entire bid opening process is very important. All members present during the bid opening are asked to sign the attendance sheet and also in the record sheet containing details about the bids received (no. of bids received, names of the agencies submitting the bids, financial quotes of all bids in case of financial proposal opening, etc.). This is very important since this serves as the evidence for the entire process and may be useful in case of later date queries. Practice of getting sign of all members on each bid also prevails.

Some specific differences in bid opening procedures for different types of selection procedures are as follows:

#### **COST BASED SELECTION (CBS)**

- Normally the bids are opened immediately after the deadline for submission is over. For e.g. if the deadline for submission is 4.00 p.m. on 1st January; the bid opening meet will be scheduled immediately after that at 4.30 p.m., same day.
- Since only financial proposal is submitted in CBS, these are opened in presence of all bidders and overall financial quotes from all proposals are shared with all bidders present in the meeting.

#### **QUALITY BASED SELECTION (QBS)**

- The bids (main outer envelope) are opened immediately after the deadline for submission is over. For e.g. if the deadline for submission is 4.00 p.m. on 1st January; the bid opening meet will be scheduled immediately after that at 4.30 p.m., same day.
- Presence of separate sealed envelopes for technical proposal and financial proposal checked for each bid.
- Technical bid may be opened, or may be handed over to the technical evaluation committee unopened.

#### **QUALITY & COST BASED SELECTION (QCBS)**

- The bids (main outer envelope) are opened immediately after the deadline for submission is over. For e.g. if the deadline for submission is 4.00 p.m. on 1st January; the bid opening meet will be scheduled immediately after that at 4.30 p.m., same day.
- Presence of separate sealed envelopes for technical proposal and financial proposal checked for each bid.
- Technical bid may be opened, or may be handed over to the technical evaluation committee unopened.
- Once the technical evaluation is over, the bidders are again invited for financial bid opening. During this meeting, financial proposals are opened, financial quotes are shared and also the scores received by each of the technical bid are shared.

## MINIMUM QUALITY & MINIMUM COST BASED SELECTION (MQMCBS)

- The bids (main outer envelope) are opened immediately after the deadline for submission is over. For e.g. if the deadline for submission is 4.00 p.m. on 1st January; the bid opening meet will be scheduled immediately after that at 4.30 p.m., same day.
- Availability of separate sealed envelopes for technical proposal and financial proposal checked for each bid.
- Technical bid may be opened, or may be handed over to the technical evaluation committee unopened.
- Once the technical evaluation is over, the bidders achieving scores above eligibility criteria in technical proposal evaluation are invited for financial bid opening. During this meeting, financial proposals are opened, financial quotes are shared and the scores received by each of the technical bid are shared.

## 9.5 EVALUATING TECHNICAL PROPOSAL

### 9.5.1 OBJECTIVE

The purpose of the evaluation Evaluation of technical proposal is to ensure that all technical proposals are marked as per specified evaluation criteria and plan by the evaluation committee.

### 9.5.2 EVALUATION PLAN

Major parameters of evaluating technical proposals include track record, proposed project team proposed methodology and work plan as highlighted earlier.

A typical plan of evaluating technical proposals is presented in the following chart. Relevant plans may be created later from the template provided in the chart or as per the requirements of the users of this guide. These will comprise of the following activities:

- Identification of parameters of evaluation
- Deciding the marks for the parameters
- Identifying sub parameters
- Deciding the marks for sub parameters

The parameters, sub parameters and their marks will vary based on the thematic tasks being outsourced, importance of various parameters and sub parameters to undertake the task and local conditions.

**Table 13 : Typical Evaluation Plan for Evaluating Technical Proposals**

PARAMETERS	TOTAL MARKS	SUB PARAMETERS	MARKS
Track Record	20	<ul style="list-style-type: none"> <li>• Experience in thematic area</li> <li>• Experience in PRI</li> <li>• Experience in the State/UT etc.</li> </ul>	10 5 5
Proposed Project Team	50	<ul style="list-style-type: none"> <li>• Adequacy of the team leader</li> <li>• Adequacy of the proposed team (further sub factors may include relevant experience, knowledge of local conditions/ language, academic qualifications etc.)</li> </ul>	20 30
Methodology and work plan	30	<ul style="list-style-type: none"> <li>• Soundness of the methodology (Data collection , analysis framework, overall approach etc.)</li> <li>• Adequacy of the work plan</li> </ul>	20 10
<b>TOTAL</b>	<b>100</b>		<b>100</b>

Parameters such as committed infrastructure (IT infrastructure, training venues-own and networked, access to ready made/proven CB&T products etc.) may be added as relevant depending up on the nature of task to be outsourced and allotted appropriate marks.

## 9.6 EVALUATING FINANCIAL PROPOSAL

### 9.6.1 OBJECTIVE

Objective of evaluating financial proposal is to ensure financial prudence in outsourcing and ensure appropriate costs/rate levels as per prevailing market conditions/budget –resources available

### 9.6.2 EVALUATION PLAN

Evaluation of financial proposal is required only in case of quality+cost based selection.

Evaluation plan is not required in

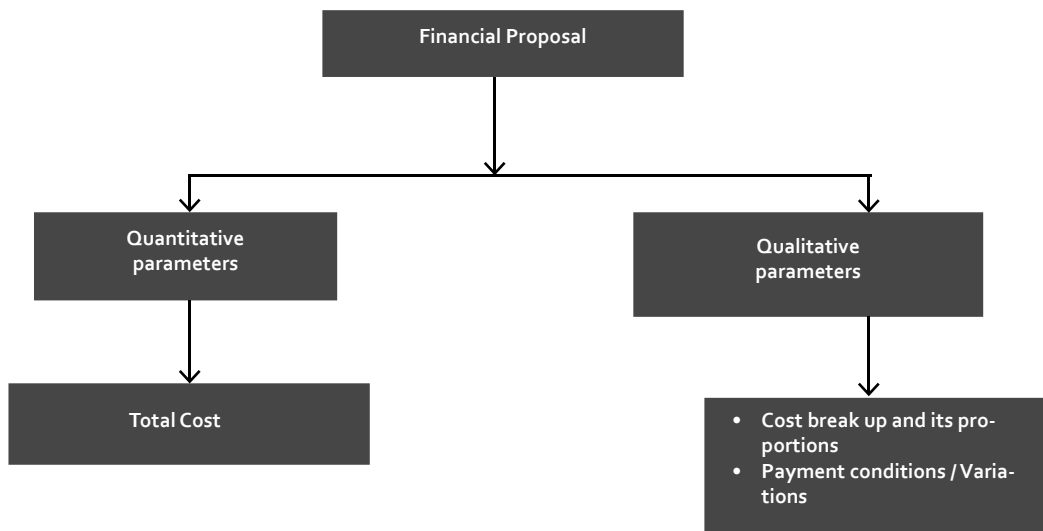
- Cost based selection (as financial proposals with minimum costs are selected),
- Minimum acceptable quality at minimum cost method (as financial proposals with minimum costs are selected from among the technical proposals passing the evaluation criteria)
- Quality based selection (in which cost is not a basis of selection).

Evaluation of a financial proposal has the following two aspects

- Quantitative- Comprising total budget which is scored.
- Qualitative- Budget break up and its proportions, variations in payments conditions etc. are factors, which may not be scored but are checked for financial prudence and the subsequent task of negotiation.

A typical evaluation plan for evaluating financial proposal is presented in the following flow chart.

Chart 7 : Typical Evaluation Plan for Evaluation of Financial Proposal



### 9.6.3 EVALUATION PROCESS

Financial proposal evaluation is carried out by the same evaluation committee that usually has carried out evaluation of the technical proposal with due record keeping.

### 9.7 APPLICABILITY OF DIFFERENT OUTSOURCING STEPS IN PRI CB&T

The following table provides applicability of various bidding methods, selection procedures and suggested contract types in different tasks that may be outsourced in PRI CB&T. It should be noted that this is an indicative table and not prescriptive. The State/UT may select various procedures as applicable locally.

Table 14 : Applicability of different outsourcing steps in various PRI CB&T tasks

SR. NO	TASK TITLE	SUGGESTED BIDDING METHODOLOGY	SUGGESTED SELECTION PROCEDURE	SUGGESTED CONTRACT TYPE
1	Strategic Planning	<ul style="list-style-type: none"> <li>• Selective bidding</li> <li>• Expert individuals/agencies with a repute in the specific area may be hired as single source procurement</li> </ul>	<ul style="list-style-type: none"> <li>• QBS</li> </ul>	<ul style="list-style-type: none"> <li>• Lump sum &amp; Milestone based</li> </ul>
2	CB&T Strategy Development	<ul style="list-style-type: none"> <li>• Selective bidding</li> <li>• Expert individuals/agencies with a repute in the specific area may be hired as single source procurement</li> </ul>	<ul style="list-style-type: none"> <li>• QBS</li> </ul>	<ul style="list-style-type: none"> <li>• Lump sum &amp; Milestone based</li> </ul>
3	Capacity Assessment of State level capacities to deliver CB&T	<ul style="list-style-type: none"> <li>• Selective bidding</li> <li>• Expert individuals/agencies with a repute in the specific area may be hired as single source procurement</li> </ul>	<ul style="list-style-type: none"> <li>• QBS</li> </ul>	<ul style="list-style-type: none"> <li>• Lump sum &amp; Milestone based</li> </ul>

Continued

SR. NO	TASK TITLE	SUGGESTED BIDDING METHODOLOGY	SUGGESTED SELECTION PROCEDURE	SUGGESTED CONTRACT TYPE
4	Core Content Design	<ul style="list-style-type: none"> <li>• Selective bidding</li> <li>• Expert individuals/agencies with a repute in the specific area may be hired as single source procurement</li> </ul>	<ul style="list-style-type: none"> <li>• QBS</li> </ul>	<ul style="list-style-type: none"> <li>• Lump sum &amp; Milestone based</li> </ul>
5	Training module design and material development	<ul style="list-style-type: none"> <li>• Open competitive bidding</li> </ul>	<ul style="list-style-type: none"> <li>• QCBS</li> </ul>	<ul style="list-style-type: none"> <li>• Lump sum &amp; Milestone based</li> </ul>
6	Training implementation	<ul style="list-style-type: none"> <li>• Open competitive bidding</li> <li>• In cases of State/UT where there is a dearth of service providers and it is envisaged that open bidding may not receive adequate response, there may be a need for inviting agencies which may be possible service provider and which may not participate in competitive bidding processes. Such agencies may include academic institutions, research organizations, private firms, government/semi government organizations, etc. which are reputed for quality training services.</li> </ul>	<ul style="list-style-type: none"> <li>• MQMCBS</li> </ul>	<ul style="list-style-type: none"> <li>• Fixed Cost on per training basis</li> <li>• In case of invited agencies, the nature of association will be partnership and in form of a MoU with roles and responsibilities of all parties clearly spelt out.</li> </ul>
7	CB&T research	<ul style="list-style-type: none"> <li>• Open competitive / selective bidding</li> </ul>	<ul style="list-style-type: none"> <li>• QCBS</li> </ul>	<ul style="list-style-type: none"> <li>• Lump sum &amp; Milestone based</li> </ul>
8	Developing local resources/ Master trainers/ facilitators	<ul style="list-style-type: none"> <li>• Open competitive / selective bidding</li> </ul>	<ul style="list-style-type: none"> <li>• QBS</li> </ul>	<ul style="list-style-type: none"> <li>• Lump sum &amp; Milestone based</li> </ul>
9	Knowledge Management	<ul style="list-style-type: none"> <li>• Open competitive / selective bidding</li> </ul>	<ul style="list-style-type: none"> <li>• QBS</li> </ul>	<ul style="list-style-type: none"> <li>• Lump sum &amp; Milestone based</li> </ul>
10	CB&T Systems Development	<ul style="list-style-type: none"> <li>• Open competitive / Selective bidding</li> </ul>	<ul style="list-style-type: none"> <li>• QBS</li> </ul>	<ul style="list-style-type: none"> <li>• Lump sum</li> </ul>
11	Developing CB&T aids like films, ICT based training programs, training products	<ul style="list-style-type: none"> <li>• Open competitive bidding</li> </ul>	<ul style="list-style-type: none"> <li>• QBS</li> </ul>	<ul style="list-style-type: none"> <li>• Lump sum &amp; Milestone based</li> </ul>

Continued

SR. NO	TASK TITLE	SUGGESTED BIDDING METHODOLOGY	SUGGESTED SELECTION PROCEDURE	SUGGESTED CONTRACT TYPE
12	Documentation (Good practices, Process documentation, case studies documentation etc.)	<ul style="list-style-type: none"> <li>Open competitive bidding</li> </ul>	<ul style="list-style-type: none"> <li>QCBS</li> </ul>	<ul style="list-style-type: none"> <li>Lump sum &amp; Milestone based</li> </ul>
13	Establishment & management of Help Line	<ul style="list-style-type: none"> <li>Open competitive bidding</li> </ul>	<ul style="list-style-type: none"> <li>QCBS</li> </ul>	<ul style="list-style-type: none"> <li>Lump sum &amp; Time based</li> </ul>
14	Training/ Capacity Building/ Communication Needs Assessment studies	<ul style="list-style-type: none"> <li>Selective bidding</li> </ul>	<ul style="list-style-type: none"> <li>QBS</li> </ul>	<ul style="list-style-type: none"> <li>Lump sum &amp; Milestone based</li> </ul>
15	Evaluation or Impact Assessment Studies	<ul style="list-style-type: none"> <li>Selective bidding</li> </ul>	<ul style="list-style-type: none"> <li>QBS</li> </ul>	<ul style="list-style-type: none"> <li>Lump sum &amp; Milestone based</li> </ul>

Any of the tasks mentioned above can as well be done through single source bidding, in case it meets the applicability specified in the Chapter 3.0 of Part-II.

## 10.0 NEGOTIATION AND CONTRACT AWARD

### 10.1 OBJECTIVES OF NEGOTIATION

Negotiation is a two way process with objectives of:

- Ensuring uniform understanding among outsourcing and outsourced agencies of all aspects of task and its parameters or responsibilities of both or etc.
- Ensuring financial prudence in outsourced budgets and costs as per prevailing market conditions/budgets available
- Detailing out the subsequent steps for initiation of the task
- Proposing minor/required changes in the response of outsourced agency for issues such as change of project team member, fine tuning of work plan etc.
- Finalizing minor contract variations, if any

Responsible negotiation ensures reasonableness rather than cost reduction for the sake of cost reduction.

## 10.2 PROCESS OF NEGOTIATION

Negotiation is best held by a committee empowered to decide the outsourcing and key officials of bidding agency including Team Leader (preferable) for the proposed assignment. The minutes of negotiation are signed by both the parties and become part of the final contract to be signed.

## 10.3 AWARDING CONTRACT

Contract award comprises of signing the final contract by both the parties.

# 11.0 CONTRACT MANAGEMENT, ADMINISTRATION AND CLOSURE

## 11.1 CONTRACT ADMINISTRATION PROCESS

Contract administration comprises tasks of:

- a. Record keeping of signed contracts with all relevant background papers such as EOI, technical proposals, financial proposals, minutes of evaluation committee meetings and decisions records etc.
- b. Financial payments as per contract conditions- validation and approval of outsourced agencies invoices, processing for payments, payments and receipt records etc.
- c. Liaising with the outsourced agencies and other support stakeholders for facilitation as laid down in the contracts including writing of introduction letters, facilitation letters and instructions to relevant officials for meeting/facilitation as required under the TOR/Contract
- d. Monitoring and ensuring timely delivery of the TOR and deliverables as per the contracts and closure of all contracts
- e. Ensuring that the User Department/Agency has healthy and adequate data bank of prequalified outsourced agencies/individuals in all required areas of the support
- f. Regular periodic Invitation of Expression of Interest
- g. Regular system of prequalifying newer applications with standing evaluation committee etc.
- h. Contract modification, extension, changes in the TOR/additional works as needed by either party and as decided by both the parties in writing as specified in the contract
- i. Dispute settlement including arbitration

## 11.2 CONTRACT CLOSURE

Once the contract performance is over with the completion of obligations of both the parties under the contracts, the contract comes to an end.

Contract closure comprises tasks of:

- Communication from both the parties to each other regarding completion of their obligations, responsibilities, liabilities and delivery of all performances as specified under the contract
- Finalizing the final payment details with due deductions, if any, as per the terms of the contract
- Handing over final documents from both the side to each other comprising final reports, data and release of bank guarantees, security deposit etc.
- Information/communication to concerned stakeholders about the closure of the contract

## 12.0 OUTSOURCING MANAGEMENT

Based on the task bundles defined for outsourcing, while some of the task bundle such as Core Content Design & Development may be a one time activity; other task bundles such as training implementation are continuous ongoing activities. Depending upon the activity load and number of contracts to be awarded and managed, appropriate resources will need to be deputed for carrying out various functions related to outsourcing. As discussed at the outset, outsourcing is comprised of five functions: Procurement Management, Contract management, Payments & Accounts Management, Technical Monitoring & Review and Evaluation. Outsourcing management thus will become an important and intensive function calling for dedicated resources. Corresponding human, infrastructure & financial resources will need to be allocated to carry out these functions, to make outsourcing effective and a value for money process. IIIa



## **PART-III**

### **SAMPLE REQUEST FOR PROPOSALS**



## REQUEST FOR PROPOSALS

RFP No. (*provide reference number<sup>2</sup>*)

*State/Location of Services:* (\_\_\_\_\_)

*Project Name:* PRI Capacity Building

*Fund arrangements-* (*specify schemes from which scheme/source the funds will be drawn*)

*Title of Consulting Services:* Training Implementation and Capacity  
Development of specified target groups in PRI in specified  
blocks/districts/states of the \_\_\_\_\_ (*Name of State/Country*)

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<sup>2</sup> All instructions for preparing the RFP are given in italics through the entire document. These instructions are to be removed before issuing the RFP to bidders and after filling the missing details in the RFP as instructed

## Section 1: LETTER OF INVITATION

### Reference - Expression of Interest published in Newspaper

(Specify Date)

1. The (Specify the department who will outsource) has received funds from the Ministry Of Panchayati Raj, Government of India under \_\_\_\_\_ (Specify name of schemes from where funds received) schemes for capacity building of PRI. The (Department) wishes to apply a portion of the funds to eligible payments under the contract for which this Request for Proposals is issued.
2. The (Department) invites proposals to provide the following consulting/training services: **Training Implementation and Capacity Development of specified target groups in PRI in specified blocks/districts/states**. More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) has been addressed to the following short-listed Service Providers/ agencies:

SR.NO.	NAME OF AGENCIES SHORT LISTED
1	(FILL NAMES OF ALL AGENCIES SHORTLISTED ONE BY ONE IN ALPHABETICAL ORDER.)
2	
3	
4	
5	
6	

It is not permissible to transfer this invitation to any other firm.

4. The selection of the firm will be based on the selection method as mentioned in the Specific Instruction Sheet attached along with. Further details about outsourcing norms and procedures of \_\_\_\_\_ (Name of the outsourcing Department) can be found at the [www.\\_\\_\\_\\_\\_](http://www._____) (MoPR web site link where the reference guide for outsourcing is available)
5. The RFP includes the following documents:
  - Section 1 - Letter of Invitation with notice for pre bid meeting
  - Section 2 – Specific Instruction Sheet
  - Section 3 - Terms of Reference
  - Section 4 – Draft Contract
  - Section 5 – Formats for Technical Proposal
  - Section 6 – Formats for Financial Proposal (if applicable)
  - Section 7 – Proposal Submission Instructions
6. A pre bid meeting for this RFP has been organized at date, time and place specified further in the Specific Instruction Sheet.

7. Please inform us in writing at the following address upon receipt:

*(Specify designation of the officer and detailed postal address of the department)*

- (a) that you received the Letter of Invitation and RFP
- (b) Whether you will participate in the pre bid meeting or not & if yes, who from your organization will be attending the pre bid meeting
- (c) whether you will be submitting the proposal or not

Yours sincerely,

*(Name)*

*(Designation)*

*(Signature)*

## Section 2: SPECIFIC INSTRUCTIONS SHEET

REFERENCE NO.	INSTRUCTION
1	Name of Assignment: <i>(Specify the name of assignment)</i>
2	Name of the Client: <i>(Specify the name)</i>
3	The Client's representative is: <i>(Specify the designation)</i> Address: <i>(Specify complete address with telephone number, fax number, email)</i>
4	Method of selection: <i>(Specify method of selection from CBS/QBS/QCBS/MQMCBS)</i>
5	Bid Opening Date & Time: Bid Opening Venue:  <i>(Please specify)</i>
6	Financial Proposal to be submitted: <b>YES / NO</b>  <i>(Please specify based on the method of selection)</i>
7	TYPE OF CONTRACT  Payment Method: <b>Lump Sum / Reimbursable</b>  Payment Schedule: <b>Time Based / Milestone Based</b>  <i>(Please tick appropriate option)</i>
8	EMD to be submitted: <b>YES / NO</b>  If yes, amount of EMD: _____ (Amount of EMD to be mentioned)  Mode of submission of EMD: <b>Demand Draft / Pay Order drawn on _____</b> <b>(name of contracting department as per banking account &amp; departmental procedures)</b>  <i>(Please specify)</i>

Continued

REFERENCE NO.	INSTRUCTION
9	<p>Security Deposit to be paid on entering into contract: <b>YES / NO</b> (Please tick appropriate option)</p> <p>If yes, amount of Security Deposit: _____ (Amount of Security Deposit to be mentioned)</p> <p>Mode of submission of Security Deposit: <b>Demand Draft / Pay Order drawn on _____ (name of contracting department as per banking account &amp; departmental procedures)</b></p> <p>Any interest to be payable on security deposit: <b>YES / NO</b> (Please tick appropriate option)</p> <p>If Yes, at what rate: _____ <b>(Please mention rate of interest payable on security deposit)</b></p> <p>(Please specify)</p>
10	<p>A pre-proposal conference will be held: <b>YES / NO</b> (Please tick appropriate option) (Specify address, date and time; if yes).</p>
11	<p>The Client will provide the following inputs and facilities: (Please specify)</p>
12	<p>Proposals must remain valid for go days after the submission date, i.e. until: (Specify date)</p>
13	<p>The address for requesting clarifications is: (Specify the designation) Address: (specify complete address with all contact like phone, fax, email etc.)  (Clarifications may be requested not later than seven days before the submission date.)</p>
14	<p>Language for Proposals submission and any communication for the assignment: <b>English</b></p>
15	<p>Shortlisted Service Providers may associate with other shortlisted Service Providers: <b>YES / NO</b> (Please tick appropriate option)</p> <p>Short listed Service Providers may form any new association at this point of time which was not earlier mentioned/declared: <b>YES / NO</b> (Please tick appropriate option)</p>
16	<p>The maximum available budget is: (Specify indicative or uniform budget as appropriate. In some cases no budget may be specified)</p>

Continued

REFERENCE NO.	INSTRUCTION
17	<i>Insurance for human resources, infrastructure and all assets (fixed &amp; movable) to be maintained by Service Provider and Client be indemnified for any loss/damage to any person, equipment, infrastructure or any other assets.</i>
18	<p>Amounts payable by the Client to the Service Provider under the contract to be subject to local taxation: <b>YES / NO</b> (Please tick appropriate option)</p> <p>If affirmative, the Client will:</p> <p>(a) Reimburse the Service Provider for any such taxes paid by the Service Provider: <b>YES / NO</b> (Specify taxes which will be paid E.g. Service tax)</p> <p>(b) pay such taxes on behalf of the Service Provider: <b>YES / NO</b> (TDS of income tax. Specify any other taxes which the Client will deduct)</p>
19	<p>Service Provider must submit ____ original + ____ (Please specify no. of copies required) copies of the Technical Proposal, and ____ (Please specify no. of copies required) original of the Financial Proposal including a soft copy on separate CD for the Technical and the Financial Proposal.</p> <p>Please follow General Proposal Submission Instructions provided in Section 7</p>
20	<p>The mode of submission of proposal: <b>E-mail</b> <b>Hard Copy Submission</b></p> <p>(Please tick appropriate option)</p> <p>The Proposal submission address is: (Specify complete postal address in case of hard copy submission or e-mail ids in case of e-mail submission. In case of e-mail submission, separate e-mail id for technical proposal and financial proposal submission shall be given. The access to these e-mail ids should be only by person authorized by the Client)</p> <p>Proposals must be submitted no later than the following date and time: (Specify)</p>
21	<p>Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals are:</p> <p style="text-align: right;"><b>Points</b></p> <p>(Please specify the detailed evaluation criteria)</p>
22	<p>Expected date and address for contract negotiations: (Specify) At (specify address)</p> <p>Expected date for commencement of consulting services (Specify date and locations of services)</p> <p>Expected date for completion of the consulting services: (Specify date)</p>



## Section 3: TERMS OF REFERENCE

*(Fill the TOR from Task Bundles in Appendix-1)*

## Section 4: SAMPLE CONTRACT FOR CONSULTING SERVICES

*(Please find the sample contract as Appendix-3)*

## Section 5: FORMATS FOR TECHNICAL PROPOSAL

TECHFORM-1	Technical Proposal Submission Covering Letter
TECHFORM-2	Service Provider's Organization and Experience A Service Provider's Organization B Service Provider's Experience
TECHFORM-3	Comments or Suggestions on the Terms of Reference
TECHFORM-4	Description of the Approach, Methodology and Work Plan for Performing the Assignment
TECHFORM-5	Team Composition and Task Assignments
TECHFORM-6	Curriculum Vitae (CV) for Proposed Professional Staff
TECHFORM-7	Work Schedule

# TECHFORM-1 TECHNICAL PROPOSAL SUBMISSION COVERING LETTER

[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 Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope <sup>1</sup>.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Service Provider]<sup>2</sup>

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Specific Instruction Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Specific Instruction Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

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

Name of Firm: \_\_\_\_\_

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

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<sup>1</sup> In case the Specific Instruction Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."

<sup>2</sup> [Delete in case no association is foreseen.]

## TECHFORM-2 SERVICE PROVIDER'S ORGANIZATION AND EXPERIENCE

### **A - Service Provider's Organization**

*[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]*

## B - Service Provider's Experience

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use maximum 20 pages.]*

Assignment name:	Approx. value of the contract (in Indian Rupee):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in Indian Rupee):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Service Providers:
Name of associated Service Providers, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

## TECHFORM-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

## TECHFORM-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

*Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal in maximum up to XX (Specify number of pages) pages, (inclusive of charts and diagrams) divided into the following three chapters:*

- a) *Technical Approach and Methodology,*
- b) *Work Plan, and*
- c) *Organization and Staffing,*

- (a) **Technical Approach and Methodology:** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- (b) **Work Plan:** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.
- (c) **Organization and Staffing:** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.



**TECHFORM-5 TEAM COMPOSITION AND TASK ASSIGNMENTS**

<b>NAME OF STAFF</b>	<b>FIRM</b>	<b>QUALIFICATIONS</b>	<b>NO. OF YEARS OF EXPERIENCE</b>	<b>AREA OF EXPERTISE</b>	<b>POSITION ASSIGNED</b>	<b>TASK ASSIGNED</b>	<b>ENVISAGED INVOLVEMENT IN NO. OF DAYS/MONTHS</b>

## TECHFORM-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [*one candidate shall be nominated for each position*]: \_\_\_\_\_
2. **Name of Firm** [*Insert name of firm proposing the staff*]: \_\_\_\_\_  
\_\_\_\_\_
3. **Name of Staff** [*Insert full name*]: \_\_\_\_\_
4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_
5. **Education**

TITLE OF COURSE	INSTITUTION FROM WHERE UNDERTAKEN	PLACE	YEAR OF COMPLETION	GRADE/MARKS ACHIEVED

6. **Membership of Professional Associations:** \_\_\_\_\_  
\_\_\_\_\_
7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]:  
\_\_\_\_\_  
\_\_\_\_\_
8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]:  
\_\_\_\_\_
9. **Languages** [*For each language indicate proficiency: good, fair, or poor*]:

LANGUAGE KNOWN	PROFICIENCY – READING	PROFICIENCY – WRITING	PROFICIENCY - SPEAKING	PROFICIENCY - UNDERSTANDING

**10. Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation]:

FROM	TO	POSITION HELD	ORGANIZATION	PLACE OF POSTING

**11. Specific Experience in PRI**

NAME OF ASSIGNMENT	FROM	TO	POSITION HELD	ORGANIZATION	PLACE OF POSTING	TASKS CARRIED OUT PERSONALLY BY TEAM MEMBER

**12. Specific Experience Relevant / Similar to Tasks Required to be Undertaken as Part of the Proposed Assignment**

TASK TO BE CARRIED OUT*	RELEVANT ASSIGNMENT	DURATION	POSITION	CLIENT	LOCATION	DESCRIPTION

\* Please mention the tasks to be assigned to the team member for the proposed assignment and for each of such tasks, please show relevant experience, which demonstrates the team member’s capability to carry out the assigned tasks in the proposed assignment. Multiple assignments which may be relevant to the tasks assigned, may be shown against each assigned task.

**13. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to disqualification or dismissal of the proposal or the contract, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_  
 [Signature of team member] Day/Month/Year

TECHFORM-7: WORK SCHEDULE

NO.	ACTIVITY <sup>1</sup>	MONTHS/WEEKS <sup>2</sup>												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														

<sup>1</sup> Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

<sup>2</sup> Duration of activities shall be indicated in the form of a bar chart. Please present the work plan in Months in case the total duration of the assignment is more than 3 months and in weeks if the total duration of the assignment is equal to or less than 3 months.

## Section 6: FORMATS FOR FINANCIAL PROPOSAL

FINFORM-1	Financial Proposal Submission Covering Letter
FINFORM-2	Summary of Costs
FINFORM-3	Breakdown of Remuneration
FINFORM-4	Breakdown of costs other than remuneration

## FINFORM-1 FINANCIAL PROPOSAL SUBMISSION COVERING LETTER

[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 sum of [Insert amount(s) in words and figures<sup>1</sup>]. This amount is inclusive of the service tax.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Specific Instruction Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

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

Name of Firm: \_\_\_\_\_

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

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<sup>1</sup> Amounts must coincide with the ones indicated under Grand Total of Financial proposal in FINFORM-2.

**FINFORM-2 SUMMARY**

<b>COST COMPONENT</b>	<b>COST</b>
Sub Total: Human Resources Remuneration Component	
Sub Total: Expenses other than Human Resources Component	
Organizational Overheads / Indirect Costs	
<b>TOTAL</b>	
Applicable Taxes	
<b>GRAND TOTAL</b>	

**FINFORM-3 BREAKDOWN OF REMUNERATION <sup>1</sup>**

<b>NAME OF TEAM MEMBER</b>	<b>POSITION FOR THE PROPOSED ASSIGNMENT</b>	<b>RATE/DAY OR MONTH</b>	<b>TOTAL NO. OF DAYS/MONTHS REQUIRED</b>	<b>AMOUNT</b>

- 1 Positions of Professional Staff shall coincide with the ones indicated in TECHFORM-5.
- 2 Indicate the rates in terms of days in case total duration of the assignment is equal to or less than 90 days (3 months). Indicate the rate in terms of staff-month rate in case the total duration of assignment is more than 3 months.

**FINFORM-4 BREAKDOWN OF EXPENSES OTHER THAN REMUNERATION <sup>1</sup>**

NO	COST HEAD	DESCRIPTION	UNIT FOR CALCULATION	UNIT COST	NO. OF UNITS	AMOUNT

This will include all costs other than human resources like per diem, lodging & boarding, stationery, communication, reproduction, equipments, travel, local conveyance, materials, printing, computers, training venue or logistics, office maintenance, insurance, rentals, etc. Please put overall travel budget in this format as well as provide a detailed travel break up in the format below.

Please provide detailed break up of all travel envisaged in the assignment in the following format:

**TRAVEL COST CALCULATION**

NAME OF TEAM MEMBER	DESIGNATION	NO. OF TRIPS ENVISAGED	DESCRIPTION OF TRIPS (Places from & to; mode of travel; etc.)	RATE PER TRAVEL	AMOUNT



## Section 7: PROPOSAL SUBMISSION INSTRUCTIONS

### GENERAL INSTRUCTIONS

- Service Providers shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. 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 Service Providers.
- Shortlisted Service Providers may only submit one proposal. If a Service Provider submits or participates in more than one proposal, such proposals shall be disqualified. This applies to the sub Service Provider or participating individuals also.
- The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non responsive.
- The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Service Providers themselves. The person who signed the proposal must initial such corrections.
- Submission letters for both Technical and Financial Proposals should be only in the format prescribed in earlier sections.
- An authorized representative of the Service Providers shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the proposal may be considered non responsive and stand chances of disqualification.

### PROPOSAL SEALING – QBS, QCBS & MQMCBS

- The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL".
- Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL". A warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**" should be written on envelope containing the financial proposal.
- The name of the assignment as printed on the cover page of the RFP should be clearly written on the envelope for both technical proposal and financial proposal.
- The name of the firm submitting the proposal should be clearly written over all envelopes.
- The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, title of the project, and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** [*insert the time and date of the submission deadline indicated in the Specific Instruction Sheet*]".
- The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- The Proposals must be sent to the address/addresses indicated in the Specific Instruction Sheet and received by the Client no later than the time and the date indicated in the Specific Instruction Sheet. Any proposal received by the Client after the deadline for submission shall be returned unopened.

## PROPOSAL SEALING – CBS

- The original & all required copies of the Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL".
- The name of the assignment as printed on the cover page of the RFP should be clearly written on the envelope for the financial proposal.
- The name of the firm submitting the proposal should be clearly written over the envelope.
- The envelope shall bear the submission address and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** [*insert the time and date of the submission deadline indicated in the Specific Instruction Sheet*]".
- The Client shall not be responsible for misplacement, losing or premature opening if the envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection.
- The Proposals must be sent to the address/addresses indicated in the Specific Instruction Sheet and received by the Client no later than the time and the date indicated in the Specific Instruction Sheet. Any proposal received by the Client after the deadline for submission shall be returned unopened.

## DOCUMENTS TO BE SUBMITTED ALONG WITH THE PROPOSAL

NO	DOCUMENT	TICK IF DOCUMENT REQUIRED TO BE SUBMITTED*
1	Proof of legal existence	
2	Audited reports for last _____ years ( <i>Specify no. of years</i> )	
3	List of board of trustees / directors	
4	Trust Deed / Memorandum & Articles of Association / Partnership Deed	
5	Copy of work orders/contracts of relevant assignments	
6	Client certificates	
7	Self Declaration ( <i>Sample provided as Appendix 4</i> )	
8	Sample of work (Reports / Manuals / etc.)	
9	EMD	
10	Tender Fee	
11	Authority Letter & Power of Attorney empowering the signatory	

\* Please tick against the document which is required to be submitted with the proposal

## APPENDICES



## APPENDIX: 1 TYPICAL SAMPLE TERMS OF REFERENCE

The TOR developed here are indicative only as a template and may be used as a starting point with improvements, modifications, fine tuning as required.

### TASK BUNDLE-1 STRATEGIC PLANNING

#### I. OBJECTIVE

To develop a comprehensive strategic plan for Capacity building and Training of elected representatives, functionaries of Panchayati Raj and other stakeholders involved in PRI Capacity Building.

#### II. KEY TASKS

Indicative tasks are listed here in order to develop full fledged Strategic Plan for PRI CB&T of a state. Agencies bidding are encouraged to add to these.

- i. To carry out a detailed Situation Analysis of the current PRI CB&T in the state. This may include but not limited to:
  - a. Coverage of CB&T- thematic, geographical areas wise, target population wise, current coverage/planned coverage/gaps and analysis
  - b. Strengths and Weaknesses of current CB&T efforts in terms of training design, use of experiential and adult learning methodologies, training evaluation, documentation, hand outs and material design, research efforts in CB&T, quality and quantum of master trainers, transient losses in cascade training, alternative CB&T delivery methods usage, use of ICT and IT in CB&T and systems/MIS and M & E in CB&T etc.
  - c. Best practices evolved in the state and in India and their replication and scale up strategies
  - d. To carry out rapid CB&T need analysis including expectations of target groups and current met/unmet needs
  - e. To carry out in depth stakeholders' analysis of PRI CB&T in the state with their current roles, future roles etc. These should include all state level actors including primary stakeholders, SIRD, PRTI, ETC, NGOs/CSOs, and other stakeholders.
  - f. To analyze current outsourcing strategy and systems and propose alternative strategies with in depth systems review and proposed systems
- ii. To develop goals, vision, mission of the state PRI CB&T strategy with major milestones defined over next 3-5 years.
- iii. To develop a comprehensive CB&T strategy/Strategic framework with mission, vision, goals and objectives, methodological framework, delivery framework, systems specifications for training/learning design and development, operational/micro planning, MIS and reporting, M&E along with an action plan for implementation of the strategic plan.

#### III. DELIVERABLES

Comprehensive strategic plan of PRI CB&T of the state for a duration of 3-5 years with time bound action plan for implementation in two hard copies and one soft copy

#### IV. METHODOLOGY

The methodology of carrying out the strategic planning will be specified in details by the agency in the proposed methodology. This may include data collection methods (qualitative and quantitative, sample size and design, target groups), analysis framework, and strategic planning approach/es to be utilized (e.g. brain storming, open space technology, appreciative inquiry, SWOT analysis, etc.).

#### V. FACILITATION BY MOPR/PRTI/STATE DEPARTMENT OF PRI/SIRD

MoPR/PRTI/SIRD/State PRI department will provide following facilities to the agency for the task:

- Nominate a liaison person to anchor the assignment
- All available data
- Contacts list of relevant officials to meet
- Facilitating meetings as required by the exercise
- Timely payments
- Timely comments

#### VI. TENTATIVE TIME FRAME

Tentative time frame for completing the exercise is 16 calendar weeks for submitting the draft report. After receiving the comments on the draft report the final report should be prepared within two weeks. Monthly progress report will be submitted on the first of every calendar month.

#### VII. PROJECT TEAM REQUIREMENTS

Indicative team requirements are as follows. Bidding agency is free to make modifications and suggest additionalities.

- **Team Leader**- MBA/MSW with 10 years of experience and minimum five assignments of strategic planning
- **CB&T expert**- MSW/Master in HR/MBA with specialization in CB&T with 10 years of experience and minimum five assignments of CB&T
- **Social Development expert**- MSW with minimum 10 years of experience and with familiarity of women's, SC/ST, gender issues in PRI and CB&T
- **Research manager**- Master in Statistical science/OR/MSW /MBA with minimum 7 years of experience
- **PRI Expert**- Master in relevant discipline with 10 year of experience in Panchayati Raj Institutions and their functioning
- **Research associates**- As required

#### VIII. PROPOSED PAYMENT SCHEDULE

- 20% within one week of signing the contract
- 60% in three equal installments of 20% every month within one week of receiving monthly progress reports
- 10% against acceptance of draft report
- 10% against acceptance of final report

## TASK BUNDLE-2 CORE CONTENT DESIGN & DEVELOPMENT

### I. OBJECTIVE

To design and develop Core Content for PRI CB&T.

### II. KEY TASKS

Indicative tasks are indicated here in order to design and develop Core Content. Agencies bidding are encouraged to add to these.

- i. To undertake a detailed assessment of state priorities in terms of PRI CB&T and in context of state PRI act & rules. This exercise should be carried out with active involvement of PRI functionaries of state government.
- ii. To identify broad areas of core content through a consultative approach. This may be done through a participatory workshop involving senior PRI functionaries from state government, SIRD functionaries, PRTI functionaries etc.
- iii. To identify each major area of Core Content and explode the same in to sub learning points.
- iv. Develop comprehensive document on Core Content broad areas and each sub point

### III. DELIVERABLES

Document on Core Content translated in to required languages in two hard copies and one soft copy.

### IV. METHODOLOGY

Strategic Analysis, Desk research and Consultative Processes.

### V. FACILITATION BY MOPR/PRTI/STATE DEPARTMENT OF PRI/SIRD

MoPR/PRTI/SIRD/State PRI department will provide following facilities to the agency for the task:

- Nominate a liaison person to anchor the assignment
- All available data
- Contacts list of relevant officials to meet
- Facilitating meetings as required by the exercise
- Timely payments
- Timely comments

### VI. TENTATIVE TIME FRAME

Tentative time frame for completing the exercise is 3 weeks.

### VII. PROJECT TEAM REQUIREMENTS

Indicative team requirements are as follows. Bidding agency is free to make modifications and suggest additionalities.

- **Team Leader-** Strategic Planner with knowledge of PRI ACT, State PRI Scenario and Capacity Building. Track Record of similar exercises.
- **Research manager-** Master in Statistical science/OR/MSW /MBA with minimum 7 years of experience
- **PRI Expert-** Master in relevant discipline with 10 year of experience in Panchayati Raj Institutions and their functioning

- **Research associates**- as required
- **Translators** –as required

### VIII. PROPOSED PAYMENT SCHEDULE

- 25% on signing the contract
- 50% against draft report
- 25% against final report

## TASK BUNDLE-3 TRAINING MODULE AND MATERIAL DESIGN

### I. OBJECTIVE

To develop a comprehensive Training/learning module/s with manuals for facilitators and manual for participants for the theme/s of \_\_\_\_\_, \_\_\_\_\_ ..... for PRI CB&T targeted at \_\_\_\_\_ target group/s.

### II. KEY TASKS

Indicative tasks are indicated here in order to develop full fledged training/learning modules. Agencies bidding are encouraged to add to these.

- i. To carry out a rapid Training Needs Assessment (TNA) for the training/learning theme/s indicated. This may include but not limited to
  - a. Developing and field testing a protocol for TNA including tools like interviews schedules, Focus Group Discussion protocols, check lists
  - b. Designing sample methodology and the sample size
  - c. Developing data analysis framework, software to be used and reporting format
  - d. Data validation and quality assurance protocol
- ii. To develop major learning points theme wise and explode the same in to sub learning points.
- iii. To decide for each sub learning point:
  - a. Appropriate training/learning approach
  - b. Appropriate knowledge, skill, attitude mix needed for each sub learning point
- iv. To develop session plan, sub learning point wise with:
  - a. Delivery methodology
  - b. Learning/training tools like case studies, games, story telling, role plays, experience sharing, etc.
  - c. Attach timeframe for delivery of each session
- v. Develop facilitators manual (TOT manuals with all details)
- vi. Develop participants manual with all details
- vii. Field test the training module with all manuals in real life situation by a round of 1-2 deliveries and modify/fine- tune the manuals.
- viii. Develop training/learning evaluation protocol and formats. This should include evaluation of content, delivery method, facilitator, training logistic and with pre and post test to measure knowledge gain.
- ix. To develop process documentation protocol
- x. To develop index of training/learning report at the end of each training report
- xi. Translate the manual in English and local languages (specify local languages)
- xii. If the training/learning theme requires exposure visit specify the same in details with:
  - a. Site to be visited
  - b. Learning themes for the exposure visit and points to observe in the field
  - c. Days required
- xiii. Submit two hard copies and one soft copy as required.



### III. DELIVERABLES

Training/learning modules with complete details of session plans, facilitators manual, participants manual with all learning tools as specified translated in to required languages in two hard copies and one soft copy.

### IV. METHODOLOGY

Adult learning, experiential learning, outcome oriented training development approaches will be utilized for the development of the training/learning module/s.

### V. FACILITATION BY MOPR/PRTI/STATE DEPARTMENT OF PRI/SIRD

MoPR/PRTI/SIRD/State PRI department will provide following facilities to the agency for the task:

- Nominate a liaison person to anchor the assignment
- All available data
- Contacts list of relevant officials to meet
- Facilitating meetings as required by the exercise
- Timely payments
- Timely comments

### VI. TENTATIVE TIME FRAME

Tentative time frame for completing the exercise is 12 calendar weeks for each training/learning theme/modules and submitting the draft report. After receiving the comments on the draft report the final report should be prepared within two weeks. Monthly progress report will be submitted on the first of every calendar month.

### VII. PROJECT TEAM REQUIREMENTS

Indicative team requirements are as follows. Bidding agency is free to make modifications and suggest additionalities.

- **Team Leader-** CB&T expert with masters in relevant discipline MSW/MBA/HR/Training with 10 years experience and track record of completing minimum five similar assignments
- **Social Development expert-** MSW with minimum 10 years of experience and with familiarity of women's, SC/ST, gender issues in PRI and CB&T
- **Research manager-** Master in Statistical science/OR/MSW /MBA with minimum 7 years of experience
- **PRI Expert-** Master in relevant discipline with 10 year of experience in Panchayati Raj Institutions and their functioning
- **Research associates-** As required
- **Translators** –as required

### VIII. PROPOSED PAYMENT SCHEDULE

- 20% within one week of signing the contract
- 40% in two equal installments of 20% every month within one week of receiving monthly progress reports
- 20% against draft report
- 20% against final report

## TASK BUNDLE-4 TRAINING IMPLEMENTATION

### I. OBJECTIVE

To schedule and conduct Training programs on \_\_\_\_\_ themes in \_\_\_\_\_ districts/ blocks, covering target population of \_\_\_\_\_ .

### II. KEY TASKS

Indicative tasks are indicated here in order to schedule and conduct training/learning modules.

- i. To refer all relevant documents related to the training including facilitators' manuals, participants' manuals, training evaluation protocols etc.
- ii. To develop a micro plan/schedule and training calendar to cover all the specified target groups in all the specified blocks/districts and get the same approved by MoPR/PRTI/SIRD/ PRI department/nominated agency of the state. The micro plan should include dates, venues/ places, target groups list, facilitators list training module wise etc.
- iii. To conduct the training as per the micro plan
- iv. To carry out process documentation of training, training/learning evaluation including pre and post tests
- v. To prepare training report for each training as per suggested format including participants attendance, facilitators attendance, questions and answers arising in the training, training process documentation and evaluation report

### III. DELIVERABLES

Completed training/learning conduction along with training report for each training

### IV. METHODOLOGY

Adult learning, experiential learning, outcome oriented training development approaches, will be utilized for the training conduction. The client (MoPR/State PRD/SIRD/PRTI) has the right to approve/reject/suggest master trainers for training.

### V. FACILITATION BY MOPR/PRTI/STATE DEPARTMENT OF PRI/SIRD

MoPR/PRTI/SIRD/State PRI department will provide following facilities to the agency for the task:

- Nominate a liaison person to anchor the assignment
- All available data
- Contacts list of relevant officials to meet
- Facilitating meetings as required by the exercise
- Timely payments
- Timely comments

### VI. TENTATIVE TIME FRAME

Tentative time frame for completing the exercise is \_\_\_\_\_ calendar weeks for each training/ learning theme/modules and submitting the training report. Monthly progress report will be submitted on the first of every calendar month as per the needs.

## VII. PROJECT TEAM REQUIREMENTS

Indicative team requirements are as follows. Bidding agency is free to make modifications and suggest additionalities.

- Training coordinator- CB&T expert with masters in relevant discipline MSW/MBA/HR/ Training with 5 years experience and track record of completing minimum five similar assignments
- Facilitators- in different disciplines as required for each theme with detailed resumes to be approved by the client

## VIII. PROPOSED PAYMENT SCHEDULE

- 20% advance within one week of signing the contract
- 70% payment payable on prorata basis each month against the monthly progress report and completed training reports for numbers of training completed
- 10% against the final report of all trainings

## TASK BUNDLE-5 CB&T RESEARCH

Terms of Reference for each of the research needs will be different. Here as a template TOR for Outcome Evaluation of CB&T is developed. (Impact evaluation may be carried out every three-five years, while outcome evaluation may be carried out once in every two years).

### I. OBJECTIVE

To carry out evaluation of PRI CB&T in a given state.

### II. KEY TASKS

Indicative tasks are indicated and the bidding agency may add the same as per the needs.

- To develop appropriate outcome evaluation protocol for PRI CB&T in the state. This may include:
  - Developing a long list of outcome based indicators and finalizing a short list of outcome indicators to be measured
  - Developing a data collection plan (qualitative, quantitative, target group type and quantum, data collection method-interviews, Focus Group Discussions, Questionnaires, case studies, data validation plan, quality assurance mechanism, etc research plan (sample size, sampling logic and detailed design), analysis framework including software to be used, etc.
- To develop training and capacity building program for the research and evaluation team.
- To field test and pilot the evaluation protocol and fine-tune the same in the light of field testing feedbacks.
- To develop ethical guidelines to implement the research and get the same approved by the client.
- To develop field logistic plan and keep the client informed of the progress regularly.
- To carry out outcome evaluation.
- To submit draft report and after incorporating comments on the same final report.

### III. DELIVERABLES

Draft and final report in two hard copy and one soft copies of outcome evaluation of PRI CB&T in the state

#### IV. METHODOLOGY

Outcome indicators selected should be representatives of entire CB&T efforts, measurable, practical and easy to understand. Research methodology should use adequate sample size.

#### V. FACILITATION BY MOPR/PRTI/STATE DEPARTMENT OF PRI/SIRD

MoPR/PRTI/SIRD/State PRI department will provide following facilities to the agency for the task:

- Nominate a liaison person to anchor the assignment
- All available data
- Contacts list of relevant officials to meet
- Facilitating meetings as required by the exercise
- Timely payments
- Timely comments

#### VI. TENTATIVE TIME FRAME

Tentative time frame for completing the exercise is 16 calendar weeks for the outcome evaluation. Monthly progress report will be submitted on the first of every calendar month as per the needs.

#### VII. PROJECT TEAM REQUIREMENTS

Indicative team requirements are as follows. Bidding agency is free to make modifications and suggest additionalities.

- **Team Leader**- Research expert with relevant Master degree in MSW/MBA/OR/Statistical methods with 10 years experience and track record of completing minimum five similar assignments
- **Data Manager**- MCA/MS (IT) or similar relevant Master degree and five years of Experience
- **CB&T expert**- Master degree in relevant discipline MSW/MBA/HR/Training with 10 years of experience
- **Social Development Expert**- Master degree in relevant discipline with 10 years of experience and familiarity with issues of gender/women/SC/ST participation in development arena
- **PRI Expert**- Master degree in relevant discipline with 10 years of experience in PRI and their functioning
- **Field Researchers**-As required

#### VIII. PROPOSED PAYMENT SCHEDULE

- 20% advance within one week of signing the contract
- 60% payment payable in three installments of 20% each at the end of each calendar month within one week of receipt of Monthly progress report
- 10% against the draft report
- 10% against the final report

## TASK BUNDLE-6 DEVELOPING PANEL OF MASTER TRAINERS IN A STATE

Cascade training mode comes with its own advantage of reach and with disadvantage of loss of quality down the line. Till the time ICT proliferates and even after that, cascade training may have to be used for PRI CB&T. The quantum of Master trainers required, their geographical reach needs (due to local language variations) and to ensure quality in delivery, it is logical to have a strong cadre of Master trainers who can be deployed by all the CB&T stakeholders in their efforts. This in itself will be a significant effort consuming exercise at a state level and it argues for a separate bundle to be contracted out to prepare trained and high quality Master trainers through out the state.

MoPR/SIRD/PRI department/PRTIs may complete following preparatory tasks in order to outsource this task bundle:

- Estimated requirements of Master trainers over one year and in long term broken down in to thematic areas/blocks-districts
- TOT manuals with complete training/learning module design for each thematic area
- Draft TOR of master trainers
- Standard remuneration/honorarium package to be paid by outsourcing agencies in training implementation to master trainers
- Training evaluation, process documentation and reporting guidelines

All the above will be utilized by the outsourced agencies developing panels of master trainers for PRI CB&T in the state.

### OBJECTIVE

To develop a panel of Master trainers all over the state for delivery of PRI CB&T.

### I. KEY TASKS

Indicative tasks are indicated and the bidding agency may add as per the needs.

- i. To invite through open general invitation regularly through newspapers advertisements, web based notice, willing trainers/facilitators for each theme and block/district of the state.
- ii. To develop resume format and get the completed resume from all those who have applied.
- iii. To develop a criteria of short listing keeping in mind the estimates of requirements of trainers/facilitators each theme and geographical area wise. The criteria of short listing and the short listing plan along with the composition of the short listing committee will be approved by the client. The client reserves the right to participate in the committee.
- iv. To carry out short listing based on the criteria.
- v. To develop batch wise schedule of training of trainers and get the same approved by the client.
- vi. To prepare a short list of facilitators to train Master trainers and get the same approved by the client.
- vii. To conduct TOT based on the TOT manual provided by the client.
- viii. To accredit Master trainers as per approved evaluation scheme of the client.
- ix. To conduction training/learning evaluation as per the protocol provided by the client.
- x. To carry out process documentation of each training as per framework and formats provided by the client.
- xi. To submit training report for each training batch completed.
- xii. To develop web portal with appropriate features with links as specified by the client. The web portal should entail features like list of accredited master trainers each thematic area wise/block-district wise, list of yet to be trained trainers- thematic area wise/block-district wise, short resumes and contacts of all Master trainers etc.

- xiii. Disseminate the directory of Master trainers once per year to all concerned as per approved list of the client.
- xiv. To answer questions/queries of all CSOs/outsourcing agencies willing to deploy Master trainers.

## II. DELIVERABLES

- Training report for each training conducted
- Web portal up and running with requisite updating

## III. METHODOLOGY

The outsourced agency will deploy standard protocols/frameworks, manuals and systems developed by the client for this task.

## IV. FACILITATION BY MOPR/PRTI/STATE DEPARTMENT OF PRI/SIRD

MoPR/PRTI/SIRD/State PRI department will provide following facilities to the agency for the task:

- Nominate a liaison person to anchor the assignment
- Contacts list of relevant officials to meet
- Timely payments
- Timely comments
- Information dissemination to outsourced agencies carrying out training implementation
- Training/learning modules, TOT manual, training evaluation protocol, training process documentation protocol and training report format etc.
- Timely approvals and consents
- Existing list of master trainers with the client which also will need to be accredited
- Training facilities/venues when possible of which the cost will be recovered from the agency

## V. TENTATIVE TIME FRAME

The contract duration may be for a year with web site up and running in the first two months after the contract. The schedule of training will be agreed to achieve the target at the year end

## VI. PROJECT TEAM REQUIREMENTS

Indicative team requirements are as follows. Bidding agency is free to make modifications and suggest additionalities.

- **Training Manager**- Master degree in MBA/MSW/HR/Training with 10 years of experience
- **IT Expert/WEB Designer**- /MSC with five years of experience
- **Training Coordinators**- as per the needs with graduate degree in relevant discipline with experience of three years

## VII. PROPOSED PAYMENT SCHEDULE

- 20% advance within one week of signing the contract
- 10% on completed web site hosting
- 60% payment payable on prorata basis on numbers of training completed each month for 11 calendar months
- 10% against the completion report at the year end

## TASK BUNDLE-7 KNOWLEDGE MANAGEMENT (KM) OF PRI CB&T

### I. OBJECTIVE

To conceptualize, develop and up date web based knowledge gateway/portal for PRI CB&T.

### II. KEY TASKS

Indicative tasks are indicated and the bidding agency may add as per the needs.

- i. To develop a conceptual model of knowledge management for CB&T in PRI. Finalize the same based on the client's inputs.
- ii. To develop an operational model and web site specifications for the KM portal. Finalize the same based on the client's inputs. The portal should have features for PRI CB&T news updation, best practices, e-group formation and discussions, List of master trainers, list of outsourced agencies, bulletin board, chat room, links to relevant web sites, news letter, training/learning literature, E-library, etc.
- iii. To develop the portal in dual language of English and local language (specify local language)
- iv. To update the portal regularly and keep track of site visits/hits.
- v. To disseminate information regarding the KM portal to various PRI CB&T stakeholders.

### III. DELIVERABLES

- Knowledge management web portal up and running with requisite updating

### IV. METHODOLOGY

The agency will propose bench mark methodologies/framework for undertaking the task

### V. FACILITATION BY MOPR/PRTI/STATE DEPARTMENT OF PRI/SIRD

MoPR/PRTI/SIRD/State PRI department will provide following facilities to the agency for the task:

- Nominate a liaison person to anchor the assignment
- All available data
- Contacts list of relevant officials to meet
- Facilitating meetings as required by the exercise
- Timely payments
- Timely comments
- Information dissemination of KM portal to all the stakeholders of PRI CB&T in the state
- Provide existing training/learning resources existing with the state and the new resources as and when ready
- Provide timely approvals/consents

### VI. TENTATIVE TIME FRAME

The contract duration may be for a year with web site up and running in the first two months after the contract.

## VII. PROJECT TEAM REQUIREMENTS

Indicative team requirements are as follows. Bidding agency is free to make modifications and suggest additionalities.

- **Team Leader**- Knowledge Management/Training/data base management expert with Master degree in MBA/IT/Training with 10 years of experience
- **IT Expert/WEB Designer**- MCA/MSC with five years of experience
- **Research Associates**- as per the needs
- **Panel of experts/contributors/advisors**- as per the needs

## VIII. PROPOSED PAYMENT SCHEDULE

- 20% advance within one week of signing the contract
- 10% on completed web site hosting
- 60% in 11 equal monthly installments payable at the end of each month within one week of receipt of monthly report
- 10% against the completion report at the year end

## TASK BUNDLE-8 DEVELOPING TRAINING/LEARNING AIDS SUCH AS FILMS AND ICT BASED TRAINING/LEARNING PROGRAMS

Here the tasks will vary and TOR for each task will have to be developed separately.

## APPENDIX: 2 DRAFT ADVERTISEMENT FOR INVITING EXPRESSION OF INTEREST

*(MoPR, GOI/Department of PRI, State of \_\_\_\_\_/SIRD/PRTI/Empowered committee/nominated agency name) invites Expression of Interest for the task of (Specify the task) in PRI CB&T. All agencies with valid legal status (academic institutions, private sector, NGOs, Not for Profit Companies, etc.) interested should send the Expression of Interest by (date) before (time) to the below mentioned address through (posts/EM/registered AD.)*

The EOI should contain

- Proof of legal status
- Last three years Balance sheets and Profit and Loss statements certified by a Chartered Accountant
- Track record of the agency in the relevant areas of last five years with narration of assignments completed, clients, assignment values with proof of work done in terms of work orders/contracts, completion certificates/clients references, sample of work outputs like reports, training manuals
- Infrastructure in terms of space, library, computer and IT infrastructure and list of full time and on panel human resources with their academic qualifications, years of experience and areas of expertise
- Geographical presence in districts/blocks and their preference for districts/blocks to work
- Any other relevant information agency wishes to include

All short listed agencies will remain prequalified for two years from date of prequalification and during this period may be invited to participate based on the workload through invitation to bid through a detailed Terms of Reference.



# APPENDIX: 3 SAMPLE CONTRACT FOR OUTSOURCING

## SAMPLE CONTRACT FOR CONSULTING SERVICES

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Service Provider's name]* ("Service Provider") having its principal office located at *[insert Service Provider's address]*.

WHEREAS, the Client has requested the Service Provider to provide certain services as defined in this Contract (hereinafter called the 'Services'); and

WHEREAS, the Service Provider, having represented to the Client that it has the required professional skills, personnel and technical & other resources for performing the Services, has agreed to provide the Services on the terms and conditions set forth in this Contract.

Both the parties hereto agree to abide by this Contract, which comprises of following:

- SECTION A: General Conditions of Contract
- SECTION B: Specific Conditions of Contract
- SECTION C: Terms of Reference for the Services
- SECTION D: Budget & Cost Norms (if any)
- SECTION E: Payment Schedule
- SECTION F: Team
- SECTION G: Deliverables
- SECTION H: Facilities to be provided by client
- SECTION I: Reporting Requirements

### SECTION A: GENERAL CONDITIONS OF CONTRACT

#### 1. PERFORMANCE STANDARD

- 1.1 The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Service Providers or Third Parties.

#### 2. CONFIDENTIALITY

- 2.1 The Service Providers shall not, during the term of this Contract and even after completion of the contract term, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

### 3. OWNERSHIP OF MATERIAL & INTELLECTUAL PROPERTY RIGHTS

- 3.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Service Provider for the Client under the Contract shall belong to and remain the property of the Client. The intellectual property rights of all such material developed/produced as part of this assignment shall be property of the Client. The Service Provider may retain a copy of such documents and software.

### 4. RECORDS AND ACCOUNTS

- 4.1 The Service Provider (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, and up to two years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client.

### 5. CONFLICT OF INTEREST

- 5.1 The Service Provider agrees that, during the term of this Contract and after its termination, the Service Providers and any entity affiliated with the Service Provider, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

### 6. INDEMNITY

- 6.1 The Service Provider will indemnify, defend and hold the Client harmless against any and all proceedings, actions and claims for any loss, damage, cost and expense of whatever kind and nature arising out of this Agreement or arising out of any breach by the Service Provider of any of its obligations under this Agreement or on account of failure of the Service Provider to comply with, and observe Applicable Laws and Applicable Permits.
- 6.2 The Client will, indemnify, defend and hold harmless the Service Provider against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Client to fulfill any of its obligations under this Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Client, its officers, servants and agents.
- 6.3 Without limiting the generality of Clause 6.2, the Service Provider will have to pay any taxes levied by the Client or any municipal, panchayat or other local authorities lawfully entitled to levy, impose or collect taxes. The Service Provider shall not be entitled to and the Client shall be under no obligation to reimburse taxes to the Service Provider or any person claiming through or under the Service Provider; except in case where Specific Conditions of Contract mentions reimbursement of any applicable taxes; or unless if there exists a waiver by any competent authority.

- 6.4 In the event that either party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under this Clause 6 or in respect of which it is entitled to reimbursement (the "Indemnified Party") within 14 (fourteen) days of receipt of the claim or payment, as the case may be, shall not settle or pay the claim without the prior approval of the Indemnifying Party. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings, and documents as the Indemnifying Party may reasonably require

## 7. **FORCE MAJEURE**

- 7.1 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 which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- 7.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 7.3 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- 7.4 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.
- 7.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 7.6 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.

- 7.7 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the Client, shall either:
- demobilize, in which case the Service Provider shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
  - continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 7.8 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 14.

## 8. INSURANCE

- 8.1 The Service Provider (i) shall take out and maintain, and shall cause any Sub-Service Providers to take out and maintain, at their (or the Sub-Service Providers', as the case may be) own cost, insurance against all risks, foreseen and un-foreseen, for all assets, human resources and any other aspects 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.

## 9. SUB CONTRACTING

- 9.1 The Service Provider shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.

## 10. MODIFICATIONS & ALTERATIONS

- 10.1 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.

## 11. BREACH AND COMPENSATION

- 11.1 In case the Client is in breach of any of its obligations under this Agreement, and the breach is not cured within 30 days of receipt of a notice in writing from the Service Provider to the Client and which has not occurred as a result of Service Provider's breach of its obligations under this Agreement, the Client shall pay to the Service Provider, all direct additional costs suffered or incurred by the Service Provider arising out of such material default by the Client.
- 11.2 In case of any dispute by the Client on admissibility of the claim or extent of compensation determined, the claim shall be settled as per provisions of the Dispute Settlement mechanism provided in Clause 14 of this Agreement.
- 11.3 Any such compensation payable shall be paid to the Service Provider, in one lump sum within 90 (ninety) days.

## 12. TERMINATION

- 12.1 If this Contract has not become effective within one month after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

- 12.2 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs 12.2.1 through 12.2.7 of this Clause 12.2. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Service Providers, and sixty (60) days' in case of the event referred to in 12.2.7.
- 12.2.1 If the Service Provider fails to remedy a failure in the performance of its obligations hereunder, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.
  - 12.2.2 If the Service Provider becomes (or, if the Service Provider 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.
  - 12.2.3 If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 14 hereof.
  - 12.2.4 If the Service Provider, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
  - 12.2.5 If the Service Provider submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client.
  - 12.2.6 If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
  - 12.2.7 If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract
- 12.3 The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs 12.3.1 through 12.3.4 of this Clause 12.3, and not less than sixty (60) days' written notice to the Client, in case of event specified in the paragraph 12.3.5 of this Clause 12.3
- 12.3.1 If the Client fails to pay any money due to the Service Provider pursuant to this Contract and not subject to any dispute hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.
  - 12.3.2 If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
  - 12.3.3 If the Client fails to comply with any final decision reached as a result of arbitration.
  - 12.3.4 If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Client of the Service Provider's notice specifying such breach.
  - 12.3.5 If the Service Provider, in its sole discretion and for any reason whatsoever, decided to terminate this Contract
- 12.4 Upon termination of this Contract by notice of either Party to the other, the Service Provider 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.
- 12.5 Upon termination of this Contract pursuant to Clauses 12.2 or 12.3 hereof, the Client shall make the following payments to the Service Provider:
- 12.5.1 Remuneration pursuant to Section D hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Section D hereof for expenditures actually incurred prior to the effective date of termination; and

12.5.2 except in the case of termination pursuant to paragraphs 12.2.1 through 12.2.5 of Clause 12.2 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

**13. LAW GOVERNING CONTRACT:**

13.1 The Contract shall be governed by the Indian laws. The jurisdiction for this Contract shall be \_\_\_\_\_ (*specify jurisdiction*).

**14. DISPUTE RESOLUTION**

14.1 Any dispute, difference or claim arising out of or in connection with or in relation to this Agreement which is not resolved amicably shall be decided finally by reference to arbitration to a Arbitral tribunal comprising of one nominee of each party to this agreement. Such arbitration shall be held in accordance with the Rules of Arbitration of the Indian Council of Arbitration and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The Arbitrators shall issue a reasoned award. The Award shall be final and binding on the Parties.

**15. FRAUD & CORRUPTION**

- 15.1 It is required that Service Providers under contracts with the Client, observe the highest standard of ethics during the execution of the Contract. The Client will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Service Provider or any Sub Contractor or individual hired by the Service Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract.
- 15.2 The Client will sanction a Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded any other contract from Client or its subsidiaries and from any Client funded project, if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the Contract

**16. FAIR IMPLEMENTATION OF CONTRACT**

16.1 The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 14 hereof.

## SECTION B: SPECIFIC CONDITIONS OF CONTRACT

<b>CLIENT REPRESENTATIVE</b>	NAME: DESIGNATION: ADDRESS: TELEPHONE: FAX: E-MAIL: <i>(Please specify the relevant details)</i>
<b>SERVICE PROVIDER REPRESENTATIVE</b>	NAME: DESIGNATION: ADDRESS: TELEPHONE: FAX: E-MAIL: <i>(Please specify the relevant details)</i>
<b>DATE OF SIGNING THE CONTRACT</b>	<i>(Please Specify)</i>
<b>CONTRACT VALIDITY</b>	From: <span style="float: right;">Till:</span> <i>(Please Specify)</i>
<b>TOTAL VALUE OF THE CONTRACT</b>	(in figures) (in words) <i>(Please Specify)</i>
<b>TAXES PAYABLE BY CLIENT</b>	Service Tax @ <span style="float: right;"><i>(Please Specify)</i></span>
<b>TAXES DEDUCTIBLE BY CLIENT</b>	TDS @ <span style="float: right;"><i>(Please Specify)</i></span>
<b>PAYMENT METHOD</b>	Lump Sum / Reimbursable <i>(Tick appropriate option)</i>
<b>PAYMENT BASIS</b>	Time Based / Milestone Based <i>(Tick appropriate option)</i>
<b>PAYMENT RELEASE METHOD</b>	Cheque / Demand Draft / ECS / RTGS <i>(Tick appropriate option)</i>
<b>NEED FOR OPENING &amp; MAINTAINING SEPARATE &amp; EXCLUSIVE BANK ACCOUNT FOR FUNDS UNDER THIS CONTRACT*</b>	YES / NO  If Yes, type of account:  <i>(Please specify the relevant details)</i>

<b>SERVICE PROVIDER BANK DETAILS FOR PAYMENT RELEASE</b>	Name of Account: Account Type: Account Number: Bank Name: Branch: Address: IFSC Code: RTGS Code: <i>(Please specify the relevant details)</i>
<b>PENALTIES FOR DELAY IN PROVIDING SERVICES*</b>	Yes / No Nature of Penalty, if applicable Maximum Limit of Penalty:  <i>(Please specify the relevant details)</i>
<b>INTEREST PAYABLE IN CASE OF DELAY IN PAYMENT BY CLIENT*</b>	Yes / No Rate of interest, if applicable  <i>(Please specify the relevant details)</i>
<b>SECURITY DEPOSIT *</b>	YES / NO  If Yes – specify details Amount Paid: Demand Draft / Pay Order No.: Bank:  <i>(Please specify the relevant details)</i>

\* *In case penalties on delays/poor performance are applicable, or interest in case of delayed payments is applicable or Security Deposit is to be applicable under this Contract or a separate bank account is required; User Department/Agency need to add related contractual clauses with respect to the same in this Contract. User Department/Agency should also add to this Contract their specific requirements related to expense accounts, audit, third party audit, utilization certificates, etc.*



## SECTION C: TERMS OF REFERENCE

*Please reproduce the terms of reference for the proposed task here for the sake of completeness of the contract.*

## SECTION D: BUDGET & COST NORMS (IF ANY)

*Please reproduce the final agreed budget after all negotiations and signed duly by the authorized representatives of the Client and Service Provider who were involved in the negotiation process.*

*If same type of services are to be provided repeatedly for a long time (for e.g. conducting training), standard cost norms may be derived for fixed type of expenses and this can be made basis for calculating budget. This is particularly helpful when additional services in continuation of the contract are to be sought. The standard cost norms can be taken as basis for budgeting for the additional services. Having a defined cost norms package for additional services is advised whenever there is a likelihood of additional services being required later.*

## SECTION E: PAYMENT SCHEDULE

TYPE OF CONTRACT: Time Based / Milestone Based *(Please specify appropriate option)*

NO	BASIS OF PAYMENT (Point of time in case of time based and Milestone in case of milestone based)	% PAYMENT TO BE RELEASED	PAYMENT TO BE RELEASED IN TERMS OF AMOUNT	CONDITIONS FOR RELEASE* (If applicable)

*(Please fill required details)*

\* *These are evidences suggesting completion of the task successfully by the Service Provider. This can be anything like submission of expense statements (in case of reimbursable), submission of reports, submission of Utilization Certificates, submission of audited reports, submission of attendance sheet of trainees attending training etc.*

## SECTION F: TEAM

*The team structure with names of team members, designations (for the proposed assignment) and their scope of work for the assignment to be reproduced here as part of the contract.*

## SECTION G: DELIVERABLES

*The deliverables may be defined here. Each deliverable should be listed herewith, preferably with a timeline. The deliverables can be reports, plans, schedules, photographs, training participant attendance sheets, training evaluation reports, training manuals, training design documents, methodology frameworks, research/evaluation/monitoring tools depending upon the nature of the work. The deliverables can be derived from the various Task Bundles provided as Appendix 1*

## SECTION H: FACILITIES TO BE PROVIDED BY CLIENT

(Please keep whatever is relevant for the assignment and remove non relevant portions)

1. Infrastructure (in case if it is required to be provided for conducting training, meeting, workshops etc.)
2. Facilitation for organizing meetings/workshops and sending invitations
3. Timely approvals, decisions and relevant information for taking the task further
4. Timely release of funds as per payment schedule mentioned in this contract, Section E
5. Deputing a point person for all communication and facilitation related to the assignment
6. Relevant & timely instructions to all concerned stakeholders (Like instructions to Block Development Officer to organize the PRI elected representatives to come for the training)
7. Existing Training Manuals
8. Any other documents relevant to Service Provider's work

## SECTION I: REPORTING REQUIREMENTS

*Please specify reporting requirements from Service Provider with specific timelines. This can include weekly/monthly/quarterly reports, training reports, meeting minutes, workshop reports, etc. This can be derived based on the Terms of Reference.*

### **Timesheets**

*During the course of their work under this Contract, including field work, the Service Provider's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.*

We agree to this Contract in total with all its terms and conditions and sign herewith as token of our agreement.

### **FOR THE CLIENT**

Signed by (name) \_\_\_\_\_  
(name) \_\_\_\_\_

Designation: \_\_\_\_\_  
\_\_\_\_\_

### **FOR THE SERVICE PROVIDER**

Signed by

Designation:

*(Initials of both parties to be put on each page of the contract and on any overwriting, if any)*

# APPENDIX: 4 SELF DECLARATION FORMAT FOR THE POTENTIAL BIDDERS

## SELF DECLARATION FOR THE POTENTIAL BIDDER

*(In case of Sub Consultants involvement in the assignment or in case of consortium, this declaration to be provided by all sub consultants and consortium members)*

I, \_\_\_\_\_ (Name of authorized Signatory), \_\_\_\_\_  
(Designation) of \_\_\_\_\_ (Name of the Applying agency), hereby declare the following on behalf of the \_\_\_\_\_ (Name of Applying agency)

1. That \_\_\_\_\_ (Name of Applying agency) has not ever filed for bankruptcy in any country.
2. That \_\_\_\_\_ (Name of Applying agency) has not ever been black listed by any government agency in India or other countries.
3. That \_\_\_\_\_ (Name of Applying agency) has not ever been black listed by any donor agencies in India or other countries.
4. That \_\_\_\_\_ (Name of Applying agency) has not ever been terminated for non performance / under performance / poor performance by any government agency or donor agency in India or other countries.
5. That \_\_\_\_\_ (Name of Applying agency) has not ever been involved in any Corrupt, Collusive, Fraudulent, Coercive or Obstructive practices in competing for this or any other contract or in implementing any other contract ever.
6. That no official from the Client has received or will be offered any direct or indirect benefit arising from this solicitation or any resulting contracts or in implementation of this contract.
7. That no official from any of our past Clients has received any direct or indirect benefit arising from solicitation or implementation of contracts with that Client during his tenure with the Client.
8. That \_\_\_\_\_ (Name of Applying agency) is not/have not been engaged in any activity that can be at conflict of interest with the Client or the proposed assignment.
9. That no government staff member or their immediate family member are having any financial interest in operations of \_\_\_\_\_ (Name of Applying agency).

I understand that if any of the above stated declaration is found to be incorrect, \_\_\_\_\_  
(Name of Applying agency) will be disqualified with immediate effect and may be black listed by the Client.

(Sign of authorized signatory)  
Name of authorized signatory:  
Designation:  
Name of Applying agency:





# Training Repository for Panchayati Raj

## Capacity Development for Local Governance

<http://pri-resources.in>



The screenshot shows the homepage of the Training Repository for Panchayati Raj. At the top left is the Government of India logo and the Ministry of Panchayati Raj logo. The main title is "Training Repository for Panchayati Raj" with the subtitle "Capacity Development for Local Governance". On the top right is the UNDP India logo. Below the title is a navigation menu with links: Home, Resource Material, Resource Persons, Resource Organisations, Training Courses, Useful Links, UNDP, and MoPR. There are three buttons: "Participate", "Sign in", and "Hindi Version". A large image on the left shows a group of people in a training session. To the right of the image is a tree illustration with people sitting around it, and a text box that reads: "This repository is a one-point resource centre which can be accessed by institutions and individuals involved in training representatives of Panchayati Raj Institutions." Below this is a button labeled "PRI CB&T Business Meet". At the bottom left is a search bar with a "Go" button. Below the search bar are four categories: National Level Institutions, State Level Institutions, Other Government Institutions, and NGOs/Other Institutions. To the right of the search bar are two boxes: "Highlights" and "Top Readings". The "Highlights" box contains two items: "Key Issues Analysis: Capacity Building of Stakeholders of PRIs in India" and "PRI Capacity Building and Training (CB&T): Outsourcing Reference Guide" with a "...read more" link. The "Top Readings" box contains two items: "Trainers Manual on Direct Trainers Skill, SIRD, Orissa" and "Module for Master Trainers/State Level Resource Persons/District Level Resource Persons, NIRD, Hyderabad".

The repository is an online resource centre to facilitate sharing and use of information and resources developed by various government and non-government agencies to help build capacities of the elected representatives and functionaries associated with the Panchayati Raj Institutions (PRIs) in the country. It has databases related to training materials, resource persons, academics programmes, and other useful links

Ministry of Panchayati Raj  
Government of India

Outsourcing Guide developed under the MoPR-UNDP Capacity Development for Local Governance (CDLG) Project.