

Request for Proposal

Selection of an Executive Search Firm for Recruitment of Personnel for Maharashtra Agency for Holistic International Mobility & Advancements (MAHIMA)

**Issued by:
Maharashtra Agency for Holistic International Mobility & Advancements (MAHIMA)
Government of Maharashtra, Mumbai**

Disclaimer

The information contained in this Request for Proposal (RFP) is provided by Maharashtra Agency for Holistic International Mobility & Advancements (MAHIMA) to prospective bidders solely for the purpose of assisting them in preparing and submitting their proposals for the assignment described herein. The information contained in this RFP has been prepared in good faith and is believed to be accurate at the time of issuance. However, this RFP does not purport to contain all the information that a bidder may require for the purpose of preparing its proposal.

This RFP is not an agreement, offer, invitation, or commitment by MAHIMA to engage any bidder. The issuance of this RFP does not constitute a representation that any bidder will be selected, nor does it create any obligation on the part of MAHIMA to proceed with the procurement process or award any contract.

Bidders are advised to conduct their own research, analysis, and due diligence regarding the assignment, applicable laws, regulations, risks, costs, and any other matters that may be relevant to the preparation of their proposals. Bidders shall be solely responsible for all costs and expenses incurred in connection with the preparation and submission of their proposals and participation in the selection process.

While every effort has been made to ensure the accuracy of the information contained in this RFP, MAHIMA makes no representation or warranty, express or implied, as to the accuracy, adequacy, reliability, completeness, or correctness of the information contained herein or subsequently provided, whether orally or in writing. MAHIMA shall not be liable for any omission, error, or misstatement in this RFP or for any interpretation or conclusion drawn by the bidder.

No contractual obligation whatsoever shall arise from this RFP process unless and until a formal contract is executed between MAHIMA and the selected bidder by duly authorized representatives of both parties.

MAHIMA reserves the right, at its sole discretion and without assigning any reason whatsoever, at any time and without any liability to any bidder, to amend, modify, supplement, withdraw, cancel or reissue this RFP; extend or modify any timelines; seek additional information or clarification from any bidder; accept or reject any or all proposals; or suspend or terminate the procurement process, in whole or in part, at any stage.

Notwithstanding anything contained in this RFP, MAHIMA shall not be liable to any bidder for any costs, expenses, losses or damages incurred or suffered by such bidder in connection with or arising out of any such amendment, modification, withdrawal, cancellation, reissuance, extension, rejection, suspension or termination of the procurement process.

By submitting a proposal, the bidder acknowledges and accepts the terms and conditions set forth in this RFP and agrees to be bound by the decisions of MAHIMA in relation to the procurement process. Further, MAHIMA reserves its right to revise or amend this document any time for any reason by issuance of Corrigendum / addendum(s).

Important Dates and Information

Sr. No.	Activity	Details
1	Tender Issuance Date	28/10/2026, 11:00 AM
2	Tender reference No.	MAHIMA/SEEID/RFP-ES/2026-27/01
3	Last Date for Written Requests for Clarifications (via email only)	01/11/2026, 05:00 PM
4	Pre-Bid Meeting	02/11/2026, 11:00 AM DAKSH Hall, Ground Floor, Elphinstone Technical High School Campus, Mahapalika Marg, Dhobi Talao, Mumbai - 400001
5	Date of response to pre-bid queries	To be communicated on https://mahatenders.gov.in only
6	Last Date for tender submission	11/11/2026, 03:00 PM
7	Opening of Technical envelope	12/11/2026, 03:00 PM
8	Technical Presentation	To be communicated to eligible bidders
9	Tender Fee (Non-refundable)	INR 20,000/-
10	EMD (Refundable)	INR 2,00,000/-
11	Email ID	mahima@dvet.gov.in
12	Place of opening of tender	1 st Floor, Elphinstone Technical High School, Mahapalika Marg, Dhobi Talao, Mumbai 400001
13	Address for communication	Maharashtra Agency for Holistic International Mobility & Advancements 1 st Floor, Elphinstone Technical High School Campus, Mahapalika Marg, Dhobi Talao, Mumbai - 400001
14	Contact Detail for Enquiries	Faraz Syed - 9595650095

Note: Formal requests for clarification shall be submitted by email within the prescribed deadline. Telephonic enquiries shall not constitute an amendment or clarification to the RFP.

Table of Contents

Disclaimer

Important Dates and Information

About MAHIMA

1. Background & Organizational Context
 - 1.1 Demand Aggregation & Market Access
 - 1.2 Supply Identification & Readiness
 - 1.3 Skilling & Language Ecosystem Alignment
 - 1.4 Financing & Risk-Sharing
 - 1.5 Trust, Standards & Governance
2. Objectives of the Engagement
3. List of Abbreviations & Definitions
4. Positions to Be Filled
 - High Priority Positions
 - Tier 1 - Senior Leadership
 - Tier 2 - Program Managers & Specialists
 - Tier 3 - Entry Level
5. Scope of Services
 - 5.1 Position Analysis & Role Finalization
 - 5.2 Market Mapping & Talent Intelligence
 - 5.3 Candidate Identification & Outreach
 - 5.4 Screening & Assessment
 - 5.5 Shortlisting & Presentation
 - 5.6 Interview Facilitation
 - 5.7 Reference & Background Verification
 - 5.8 Offer Support & Onboarding Facilitation
 - 5.9 Post-Placement Support & Replacement Guarantee
6. Key Deliverables & Indicative Timeline
7. Firm Qualifications & Eligibility
8. Pre-Qualification Criteria
9. Bidding Process
 - 9.1 Submission of Tender
 - 9.2 Pre-Bid Meeting
 - 9.3 Two-Envelope Structure
 - 9.4 Documents - Envelope A (Technical Envelope)
 - 9.5 Documents - Envelope B (Financial Envelope)

Tender Fee

Earnest Money Deposit (EMD)
10. Bid Validity
11. Evaluation Methodology - QCBS (80:20)
 - 11.1 QCBS Framework
 - 11.2 Stage 1 - Technical Evaluation
 - 11.3 Presentation to TEC
 - 11.4 Stage 2 - Financial Evaluation
12. Award of Contract
13. Payment Terms
 - 13.1 Payment Model
 - 13.2 Milestone-Based Payment
14. Replacement Cases
15. Anti-Bribery and Ethical Conduct

- 16. Invoicing and Payment
- 17. Term, Termination and Performance Security
 - 17.1 Term and Termination
 - 17.2 Termination
 - 17.2.1 Termination for Convenience
 - 17.2.2 Termination for Cause
 - 17.2.3 Consequences of Termination
 - 17.3 Performance Security
- 18. Engagement Modalities
- 19. IP and Data Handover Protocol
- 20. Candidate Consent and Data Protection
- 21. Exclusions
- 22. General Terms and Conditions
 - 22.1 Engagement Governance
 - 22.2 Confidentiality and Data Protection
 - 22.3 Non-Disclosure of Recruitment Information
 - 22.4 Intellectual Property
 - 22.5 Conflict of Interest
 - 22.6 MAHIMA's Rights
 - 22.7 Fraud and Corrupt Practices
 - 22.8 Governing Law and Jurisdiction
- 23. General Instructions for Bidders
- 24. Guidelines for Bidders on Operation of the Online RFP System
 - 24.1 RFP Ownership
 - 24.2 Penalty Clause
 - 24.3 Blacklisting
 - 24.4 Terms and Conditions
 - 24.5 Disputes and Arbitration
 - 24.6 Representations and Warranties
 - 24.7 Force Majeure
- 25. Guidance for RFP / Bid and Contract Documents
- 26. Special Conditions of Contract - Environmental and Social Compliance
- 27. Special Conditions of Contract - Labour Compliance
- 28. Annexures

About MAHIMA

The Skills, Employment, Entrepreneurship, and Innovation Department (SEEID) under the Government of Maharashtra is establishing the Maharashtra Agency for Holistic International Mobility & Advancements (MAHIMA) to enable global mobility from the state of Maharashtra. SEEID received approval to establish MAHIMA vide Government Resolution No. SD&E-17029/8/2025-VE-4-SDE dated 6th February 2026, pursuant to the approval of the Cabinet of Maharashtra accorded on 17th January 2026. MAHIMA will ensure ethical, transparent, and end-to-end facilitation of overseas opportunities. It will systematically identify and aggregate fragmented foreign-employer demand, map it to visible talent pipelines, and facilitate connecting candidates, recruiting agents, employers, training/language institutes, and financiers.

At a time when labour demand-particularly in developed economies-is accelerating, MAHIMA will coordinate and anchor global mobility opportunities for the state's youth. It will function as a single window for credible overseas employment pathways, align skilling and training with destination-country requirements, and provide institutional oversight to the global mobility ecosystem. In doing so, MAHIMA addresses a critical policy gap-shifting global employment from fragmented, informal channels to a transparent, well-coordinated framework.

MAHIMA's Planned Interventions and Envisioned Outcomes

- **Institutional Development (esp the training and skilling institutions):** MAHIMA will systematically track and analyze demand from overseas employers and align it with the domestic talent supply; undertaking targeted awareness-building initiatives on both the demand and supply sides to highlight viable employment pathways; and foster a well-functioning private ecosystem by addressing structural market failures, particularly in the establishment of robust skilling and language training infrastructure.
- **Align accreditation with destination economies, and raise Indian skilling levels to global standards:** MAHIMA will conduct in-depth accreditation and skills gap analysis by sector across target destination economies and support private sector involvement in developing and scaling skilling programs that meet both the domestic and global market needs.
- **Create innovative financing models for migrating skilled workers:** MAHIMA will invigorate and support the private sector in developing and scaling innovative financing products to enable mobility and set up a Guarantee Fund that provides risk sharing with NBFCs and other players to encourage lending to mobility workers.
- **Establish verification standards for the private recruitment ecosystem:** Low institutional trust in the overseas recruitment ecosystem in India has been a consistently highlighted issue internationally from the employers' side. Candidates routinely fall victim to predatory bad actors and scammers. MAHIMA will build an empanelment and audit mechanism for recruitment agencies (RA) and co-create standards of model conduct with industry associations for voluntary compliances.
- **Facilitate the reintegration of returning migrants:** MAHIMA will build a framework for re-integrating our migrant worker population. This will allow us to put into place a strong culture of circular ethical migration, to take into account host country concerns around long-term settlement as well as provide necessary support for returnees creating an opportunity to leverage their acquired skills and experience.

- **Establish best practices for G2G migration agreements:** MAHIMA will seek to facilitate mobility partnerships involving Maharashtra and relevant destination-country counterparts, building upon existing best practices in key focus areas such as accounting for sector specific provisions, socio-cultural assimilation measures, mutual-skills recognition, as well as grievance redressal and re-integration plan. This will allow us to not only forge stronger bilateral partnerships but also set the stage for ethical mobility.
- **Ethical and legal mobility frameworks:** The entire practice of solving for the Global Mobility Industry's intractable problems is to first and foremost create stronger ethical and legal mobility pathways for all. Every intervention outlined above is towards achieving this outcome. Stronger G2G agreements, transparency in employment pathways including clear communication of fees and audited recruitment agencies will form key constituents.

Scope of Work

1. Background & Organizational Context

The Government of Maharashtra, through the Skills, Employment, Entrepreneurship, and Innovation Department (SEEID), has established the Maharashtra Agency for Holistic International Mobility & Advancements (MAHIMA) as a dedicated, state-level institutional vehicle for global skills mobility. Incorporated as a wholly government-owned, not-for-profit company under Section 8 of the Companies Act, 2013 vide Government Resolution No. SD&E-17029/8/2025-VE-4-SDE dated 6th February 2026.

It anchors five critical institutional functions:

- **Demand Aggregation & Market Access:** Systematic identification and aggregation of overseas employer demand; building structured corridors with destination countries across the GCC, Germany, Japan, UK, Australia, and emerging markets.
- **Supply Identification & Readiness:** Mapping Maharashtra's workforce across all 36 districts by skill, geography, and migration readiness; enabling targeted candidate mobilization.
- **Skilling & Language Ecosystem Alignment:** Aligning training capacity with destination-country standards; enabling private sector-led delivery while avoiding duplication of existing public skilling infrastructure.
- **Financing & Risk-Sharing:** Establishing credit guarantee mechanisms and catalysing lending for mobility-linked skilling and placement.
- **Trust, Standards & Governance:** Creating verification and audit frameworks for recruitment agencies; institutionalizing ethical, transparent, and circular mobility pathways.

To build and operationalize MAHIMA's leadership and functional teams, MAHIMA seeks to engage a qualified Executive Search and Recruitment Firm to support the identification, assessment and placement of suitable candidates against 18 vacancies across 14 distinct position categories, grouped into three tiers of seniority, as detailed in this Scope of Work.

2. Objectives of the Engagement

The engagement shall achieve the following objectives:

- Identify, assess and shortlist candidates in accordance with the requirements and approved selection criteria of MAHIMA; collect and verify all requisite documents and background information, including medical fitness documentation and police verification, wherever applicable and as required for the respective position; conduct interviews only upon obtaining MAHIMA's prior written approval; coordinate with shortlisted and selected candidates throughout the recruitment, selection and placement process; and issue or facilitate the issuance of all necessary post-selection and placement-related documents for the appointment of suitable and high-caliber candidates against all 18 vacancies across 14 distinct position categories within MAHIMA's leadership and functional teams.
- Deploy a tiered recruitment methodology in coordination with SEEID, calibrated to the seniority and nature of each position from proactive executive headhunting for senior leadership to structured open-application management for entry-level roles.
- Develop a talent pipeline of domain-specific professionals with demonstrated expertise in international labour mobility, global skilling ecosystems, government-industry partnerships, development finance, digital platforms, and communications.
- Ensure an inclusive and transparent hiring process with explicit attention to gender diversity and sectoral variety subject to obtaining MAHIMA's prior approval.
- Complete all required placements within the stipulated timelines and in accordance with the instructions and approvals of MAHIMA, thereby ensuring that MAHIMA organization becomes fully operational and programme-ready at the earliest.

3. List of Abbreviations & Definitions used in the RFP

Following terms are used in the document interchangeably to mean:

Term / Abbreviation	Definition
MAHIMA / Client	Maharashtra Agency for Holistic International Mobility & Advancements, the entity inviting this RFP and engaging the selected Executive Search Firm.
SEEID	Skills, Employment, Entrepreneurship and Innovation Department, Government of Maharashtra.
RFP	Request for Proposal, including its Annexures and all published amendments, corrigenda, addenda and clarifications.
CTC	Cost to Company.
CV	Curriculum Vitae
POC	Point of Contact
JD	Job Description
ATS	Applicant Tracking System
PQ / PQC	Pre-Qualification / Pre-Qualification Criteria
TQ	Technical evaluation criterion identified by the corresponding TQ code in the evaluation table
QCBS	Quality and Cost Based Selection
TEC	Tender Evaluation Committee
BoQ	Bill of Quantities; for this RFP, the prescribed electronic Financial Proposal format for quoting tier-wise professional fee percentages
EMD	Earnest Money Deposit
PBG	Performance Bank Guarantee furnished by the successful Bidder in accordance with the RFP and Contract
LoA	Letter of Award issued by MAHIMA to the successful Bidder
GST	Goods and Services Tax
TDS	Tax Deducted at Source
PAN	Permanent Account Number
CA	Chartered Accountant
FY	Financial Year
EPFO	Employees' Provident Fund Organisation
ESIC	Employees' State Insurance Corporation.
NDA	Non-Disclosure Agreement / Confidentiality Undertaking prescribed under this RFP.
ACG	Anti-Corruption Guidelines applicable to this procurement, as identified in the RFP.
DPDP Act	Digital Personal Data Protection Act, 2023, as amended from time to time.
Tw	Weighted Technical Score, out of a maximum of 80 marks, calculated under Section 11.
Fw	Weighted Financial Score, out of a maximum of 20 marks, calculated under Section 11.
FCS	Final Combined Score, calculated as Tw + Fw, out of a maximum of 100 marks.

4. Positions to Be Filled

The Executive Search Firm shall undertake recruitment support for 18 vacancies across 14 distinct position categories, grouped into three tiers, as detailed in the tables below.

High Priority Positions

#	Position	Min. Experience	Reports To	Hiring Priority	Count
1	Law Officer	7-9 years	CEO	Medium	1
2	Program Manager, Demand Identification	4+ years	Head, Demand	High	1
3	Accounts & Finance Officer II	2-4 years	CFO	Medium	1
4	Analyst / Young Professional	1-3 years	Relevant Team Lead / PM	Low	3

Note: The timelines for filling priority positions shall be specified in the Master Hiring Plan approved by MAHIMA.

Tier 1 - Senior Leadership

#	Position	Min. Experience	Reports To	Hiring Priority	Count
1	Chief Executive Officer	15-25 years	Board of Directors, MAHIMA	Immediate	1
2	Chief Financial Officer	12-18 years	CEO	Immediate	1

Tier 2 - Program Managers & Specialists

#	Position	Min. Experience	Reports To	Hiring Priority	Count
3	Head, Overseas Manpower Demand Identification & Fulfillment	7+ years	CEO	High	1
4	Head, Manpower Identification, Skilling & Language Training	7+ years	CEO	High	1
5	Head, Digital & Platforms	8+ years	CEO	High	1
6	Head, HR, Counseling & Documentation	7+ years	CEO	High	1
7	Law Officer	7-9 years	CEO	Medium	1
8	Program Manager, Demand Identification	4+ years	Head, Demand	High	1
9	Program Manager, Demand Fulfillment	4+ years	Head, Demand	High	1
10	Program Manager, Skilling & Language Training	4+ years	Head, Supply	Medium	1
11	Program Manager, Manpower Identification	4+ years	Head, Supply	Medium	1
12	Media & Communications Specialist	6+ years	Head, Digital	Medium	1
13	Accounts & Finance Officer	2-4 years	CFO	Medium	1

Tier 3 - Entry Level

#	Position	Min. Experience	Reports To	Hiring Priority	Count
14	Analyst / Young Professional	1-3 years	Relevant Team Lead / PM	Low	5

5. Scope of Work/Services

The selected firm shall deliver the following services, differentiated by tier:

5.1 Position Analysis & Role Finalization

- Draft, review and submit the Job Descriptions for each of the 14 distinct position categories, including an assessment of the relevant skills, qualifications and experience required for each position, in consultation with MAHIMA and subject to MAHIMA's prior written approval.
- Draft and develop competency frameworks, qualification and experience requirements, relevant skills benchmarks, and candidate profiling criteria in alignment with MAHIMA's institutional mandate and the specific functional unit responsibilities.
- Develop and submit a Master Hiring Plan setting out the proposed hiring sequence, timelines, assessment tools, and roles and responsibilities for each position across all three tiers, in consultation with MAHIMA and subject to discussion, review and prior written approval by MAHIMA.

5.2 Market Mapping & Talent Intelligence

Conduct comprehensive market mapping of the talent landscape relevant to the positions to be filled, covering the following sectors and organizations:

- International labour mobility, global staffing, and overseas recruitment agencies.
- Government, Government-controlled bodies, and multilateral workforce development bodies (NSDC, NSDC International, ILO, IOM, GIZ, World Bank).
- Impact investing and development finance institutions (for CFO and Finance roles).
- Gov-tech, HR-tech, and digital platform organizations (for Digital and Analytics roles).
- Skilling implementation organizations, Sector Skill Councils, and PMKVY ecosystem (for Supply and Skilling roles).
- Social sector, NGO, and CSR ecosystem organizations.
- Identify potential candidate pools including domestic professionals, diaspora, and returnees where relevant.

5.3 Candidate Identification & Outreach

Tier 1

- Deploy a proactive, targeted and headhunting-led search strategy for the identification and sourcing of suitable candidates for the two senior leadership positions. The search strategy shall include, inter alia, direct outreach to prospective candidates, systematic activation of relevant professional networks, engagement with industry and sector networks, alumni networks, professional associations, executive search databases and sector specific referrals. The Firm shall identify and approach high-caliber and suitably qualified passive as well as active candidates, including candidates who may not be actively seeking employment but possess relevant leadership experience, domain expertise and competencies aligned with MAHIMA's institutional mandate and the requirements of the respective positions.
- Explicitly identify and approach candidates from the target talent pools specified in the JDs, including international staffing firms, development sector bodies, multilateral organizations, government-affiliated institutions, and impact finance organizations.

- Maintain strict confidentiality for both the organization and candidates at all stages of the executive search process.

Tier 2

- Combine active outreach on professional platforms (LinkedIn, specialized job portals, sector networks) with targeted direct approaches to relevant talent pools specified in the respective JDs.
- Deploy sector-specific outreach strategies per role - e.g., development sector networks for Program Manager roles, HR-tech and communications communities for the Media Specialist role.

Tier 3

- Manage job postings across appropriate platforms (LinkedIn, Indeed, development sector job boards, campus placement portals).
- Administer an Applicant Tracking System (ATS) or equivalent for application management and candidate communication.
- Conduct initial screening against minimum eligibility criteria before shortlisting for MAHIMA review.

For all tiers, the firm shall:

- Ensure gender-inclusive and diversity-conscious outreach - explicitly targeting women candidates, candidates from underrepresented regions
- Provide fortnightly pipeline status updates to MAHIMA for positions classified as having a medium hiring priority, and provide immediate pipeline status updates for positions classified as having an immediate hiring priority, in accordance with the hiring priorities and reporting requirements agreed with MAHIMA and agree to maintain a strict confidentiality with regard to recruitment process. The Firm shall maintain strict confidentiality with respect to the recruitment process, candidate information, assessment outcomes, communications, and all other information accessed or generated in connection with the recruitment and placement activities.

5.4 Screening & Assessment

- Candidates shall be sourced within the approved salary range.
- Administer or recommend appropriate psychometric and leadership assessment tools for Tier 1 positions - particularly for the CEO and CFO.
- Prepare and submit to MAHIMA a detailed written Candidate Assessment Report in respect of each candidate recommended for consideration, setting out the candidate's professional background and career progression; assessment of the candidate's qualifications, experience, skills and competencies against the approved essential eligibility and selection criteria and desirable qualifications, experience and competencies for the respective position; motivation for applying, availability and applicable notice period; current and expected remuneration, along with relevant compensation benchmarking, wherever applicable; and any material observations, concerns, gaps or areas requiring further verification or detailed assessment by MAHIMA prior to taking a final decision on the candidature.

5.5 Shortlisting & Presentation (All Tiers)

- Present a shortlist of 5-8 candidates per Tier 1 position, 5-6 candidates per Tier 2 position and 4-5 candidates per Tier 3 position with a written rationale for each recommendation.
- Prepare and submit a Comparative Candidate Matrix for each position, presenting a structured and detailed assessment of all shortlisted candidates against the approved selection criteria,

qualifications, experience, skills and key competency dimensions, thereby facilitating MAHIMA's objective and informed comparative assessment of the candidates.

- Facilitate briefing calls or presentations for each shortlisted candidate with MAHIMA, as per the timelines and requirements specified by MAHIMA and subject to its prior written approval and after execution of the Contract with MAHIMA, as applicable. For all Tier 1 positions, such briefings or presentations shall be led by the designated Partner/Principal of the Firm.

5.6 Interview Facilitation (All Tiers)

- **Coordinate availability:** Obtain and reconcile the availability of MAHIMA's designated interview panel and the shortlisted candidates.
- **Schedule interviews:** Fix the interview date, time, mode and venue/platform in consultation with MAHIMA and the candidates.
- **Issue communications:** Communicate the confirmed interview schedule, instructions, documentation requirements and other relevant details to all concerned persons.
- **Manage logistics:** Make necessary arrangements for virtual or physical interviews, including meeting links, venue coordination and other logistical requirements.
- **Facilitate the interview:** Coordinate the interview process and ensure the timely participation of the shortlisted candidates and MAHIMA's designated representatives.
- **Handle rescheduling:** Coordinate any postponement, cancellation or rescheduling necessitated by MAHIMA or the candidate and communicate the revised schedule promptly.
- **Maintain records:** Maintain appropriate records of interview schedules, attendance, communications and status of each candidate and provide updates to MAHIMA.
- Provide structured interview guides and evaluation criteria for each position, aligned with and based on MAHIMA's approved competency framework and the specific requirements of the respective position.
- Support MAHIMA in designing multi-stage interview processes as appropriate e.g., competency interviews, domain knowledge assessments, candidate presentations, and panel discussions.
- For Tier 1 roles, be available to participate in or observe interview panels and provide post-interview assessment reports and recommendations to aid selection decisions.

5.7 Reference & Background Verification (All Tiers)

- Conduct structured reference checks with a minimum of three professional references per final candidate - at least two of which must be direct supervisors or reporting managers.
- Coordinate with a third-party background verification agency for educational credentials, experience verification, and any applicable criminal record checks for final selected candidates.
- The third-party cost of the background verification shall be included in the professional fees quoted by the firm, and no separate reimbursement shall be payable by MAHIMA.
- Submit a formal candidate assessment report in respect of each candidate to MAHIMA for review and approval prior to the issuance of the offer letter.

5.8 Offer support & Onboarding facilitation (All Tiers)

- MAHIMA shall issue the offer letter to the selected candidate, and the Firm shall facilitate and support the candidate throughout the offer acceptance process, including ensuring that the candidate has complete clarity regarding the terms and conditions of engagement, role and responsibilities, reporting structure, proposed date of joining, and other applicable conditions of appointment.
- Address and facilitate resolution of candidate queries relating to non-compensation matters, including the scope of the role, reporting and team structure, organizational framework, role and functions of the organization and other relevant aspects of the proposed engagement.

- Maintain structured and periodic communication with candidates who have accepted the offer during the period preceding their date of joining, with a view to ensuring continued engagement and facilitating their familiarity with MAHIMA's objectives, functions and work environment, including sharing relevant organizational information, documents or pre-reading material, as may be provided or approved by MAHIMA.
- Coordinate with MAHIMA to ensure that all pre-joining documentation, induction orientation schedules, joining formalities, and first-day logistical arrangements are duly completed and confirmed prior to the candidate's date of joining.
- Remain engaged with the selected candidates during the initial onboarding period and provide necessary coordination and facilitation to ensure a smooth transition into their respective roles, while promptly bringing to the notice of MAHIMA any material concerns, issues or matters requiring attention.

5.9 Post-Placement Support & Replacement Guarantee (All Tiers)

- Provide a replacement guarantee of a minimum of 12 months from the date of joining for all Tier 1, Tier 2 and Tier 3 placements. The replacement guarantee shall apply where a placed candidate voluntarily resigns, abandons employment, or is terminated by MAHIMA due to unsatisfactory performance, misconduct, misrepresentation, or failure to meet the requirements of the role during the guarantee period. In such cases, the firm shall re-initiate the search and present suitable replacement candidates at no additional professional fee.
- Maintain a waiting list at a ratio of 5:1, ensuring that for every selected candidate, five additional candidates are retained on the waiting list. The waiting list shall remain valid for a period of two years.
- The Firm shall undertake structured post-placement follow-up and review with MAHIMA and each placed candidate at approximately 30, 60 and 90 days from the candidate's date of joining, as applicable. Such follow-up shall include documenting relevant observations regarding the candidate's integration and role transition, identifying and promptly bringing to the notice of MAHIMA any material concerns or issues requiring attention, and submitting a brief post-placement status report to MAHIMA's designated HR function.

6. Key Deliverables & Indicative Timeline

All timelines in the following table shall be calculated from the Effective Date of the Contract. Week 1 shall mean the first seven calendar days commencing on the Effective Date. Any revised timelines shall be recorded in the Master Hiring Plan approved in writing by MAHIMA.

#	Deliverable	Responsible	Indicative Timeline
1	Signed contract, Master Hiring Plan, and project kick-off	Firm + MAHIMA	Week 1
2	Finalized JDs, competency frameworks, and assessment tools	Firm + MAHIMA	Week 1-2
3	Talent Market Intelligence Reports (Tier 1 positions)	Firm	Week 2-3
4	Longlists — Tier 1 positions	Firm	Week 3-5
5	Longlists — Tier 2 positions; job postings live for Tier 3	Firm	Week 3-4
6	Candidate Assessment Reports & shortlists — Tier 1	Firm	Week 5-7
7	Candidate Assessment Reports & shortlists — Tier 2	Firm	Week 5-6
8	Tier 3 initial screening & shortlist	Firm	Week 5-6

9	Interview facilitation — all tiers	Firm + MAHIMA	Week 7–11
10	Reference & background verification reports	Firm	Week 9–12
11	Offer support and negotiation — all tiers	Firm + MAHIMA	Week 11–13
12	Post-placement check-in memos (30/60/90 days)	Firm	Ongoing post-joining

Note: Timelines are indicative and will be confirmed in the Master Hiring Plan post-engagement. MAHIMA reserves the right to phase the hiring sequence to align with their readiness.

7. Firm Qualifications & Eligibility

Mandatory Criteria:

- Minimum 8 years of active operation in executive search and/or professional recruitment services in India.
- Demonstrated experience of senior-level placements (CEO/CFO/Head level) in public sector, Government-controlled bodies, or Section 8/social sector organizations - at least 3 documented case references required.
- Proven multi-tier recruitment capability - ability to handle both executive search (Tier 1) and mid-level/entry recruitment (Tiers 2 and 3) under a single engagement.
- At least 2 documented placements in organizations with mandates in labour mobility, international workforce development, skilling, or migration-adjacent sectors.
- Deploy a dedicated and duly identified search team for the appointment of employees (all Tiers), with a designated Partner or Principal serving as the primary client-facing point of contact for MAHIMA and overseeing the recruitment and placement activities.

Optional Criteria:

- Prior experience recruiting for World Bank-funded or multilateral donor-funded programmes or government reform initiatives.
- Demonstrated gender-inclusive hiring track record - quantitative evidence of women placed in senior roles preferred.
- Experience with psychometric/leadership assessment tools (e.g., Hogan, SHL, MRG, or equivalent).

8. Pre Qualifications Criteria

The following Pre-Qualification (PQ) criteria are mandatory and shall be satisfied in full by each Applicant. Any Applicant failing to meet any one of the prescribed PQ criteria shall be liable to be disqualified and rejected at the Pre-Qualification stage.

Sr. No.	Items	Eligibility Criteria	Documents to be Submitted
PQ1	Legal Entity	The Bidder must be a public limited company or a private limited company incorporated in India and must have been in active operation for at least eight (8) years as on the date of bid submission.	Certificate of Incorporation / Company Registration or any other valid document

PQ2	Statutory Compliance	Bidders must possess valid statutory registrations and tax compliance applicable to its business operations in India.	PAN, GST Registration Certificate with Annexure A and B, PT, EPFO and ESIC Registration and any other applicable documents
PQ3	Financial Capacity	Bidders should have a minimum average annual turnover of Rs. 5 Crore from executive search / professional recruitment / leadership hiring services of the last three financial years (FY 2023-24, FY 2024-25, FY 2025-26). The Bidder shall have positive net worth as on 31 March 2026.	CA Certified Audited Turnover Certificate, Balance Sheet, Profit and Loss Statement, ITRs, positive net worth certificate as on 31 March 2026.
PQ4	Senior Search Experience	Bidders must have successfully completed at least 3 executive search assignments for CEO / CFO / Head-level roles in Government, PSU, Government-controlled bodies, Section 8, multilateral, donor-funded or social sector organizations during the last 5 years. 1. Each assignment should involve recruitment for at least three (3) professional positions under a single engagement/work order; and/or 2. Each assignment should include recruitment of at least one CEO/CFO/Head-level position and a minimum of three (3) managerial or specialist positions	Work Order, Agreement, Completion Certificate, Proof of Successful Placement (Client email/letter confirming candidate successfully placed), Self Certified Assignment Summary, client references indicating the scope and value of the assignment.
		Ongoing assignments shall also be considered, provided that the Bidder has successfully completed the recruitment and placement requirements prescribed under PQ4 within such assignments as on the date of bid submission. Completion of a preliminary milestone or phase without the required successful placements shall not qualify.	Work orders, agreements, Partial completion certificates, Proof of Successful Placement (Client email/letter confirming candidate successfully placed), client references indicating the scope and value of the assignment.

PQ5	Multi-Tier Recruitment Capability	Bidders must demonstrate experience handling executive search along with mid-level / specialist recruitment under one or more integrated mandates.	Work Order, Agreement, Completion Certificate, Self Certified Assignment Summary, Proof of Closure (Client email/letter confirming successfully placed)
PQ6	Sector-Relevant Experience	Bidders must have completed at least 2 placements in labour mobility, skilling, workforce development, migration-adjacent, public employment, digital public systems, or related sectors. 1. The assignment should involve the recruitment and placement of a minimum of two (2) professional resources under a single engagement; and/or 2. The assignment should include recruitment across multiple levels (leadership, managerial, technical, or specialist roles);	Assignments and placements: Work Order, Agreement, Completion Certificate, Proof of Placement (Client email/letter confirming successfully placed), Self Certified Assignment Summary, Client Reference indicating the scope and value of the assignment.
PQ7	Team Strength	Bidders must propose a named search team including at least one Partner / Principal as engagement lead and relevant search professionals / researchers.	Team composition note; CVs of proposed key team members, Commitment / Availability Certificate, Proof of Association (Appointment letter / employment proof)
PQ8	Non-Blacklisting	Bidders must not be blacklisted or debarred by World Bank/ Central Government / any State Government / PSU / Autonomous body	As per attached format (Annexure VII)

Note: Experience limited to bulk staffing, temporary manpower supply, payroll outsourcing or low-skill contractual deployment alone shall not be considered as eligible executive search experience.

9. Bidding Process

9.1 Submission of Tender

- Tenders shall be submitted exclusively online through <https://mahatenders.gov.in>.
- Tender Fee and EMD shall be paid online only on <https://mahatenders.gov.in>.
- Bids submitted without Tender Fee and EMD shall be rejected.

9.2 Pre-Bid Meeting

A pre-bid meeting shall be held on the date and time specified in the Tender Notice. Bidders may submit their queries by email to mahima@dvvet.gov.in on or before 01/11/2026, 05:00 PM, as specified in the Important Dates and Information table. MAHIMA may issue a corrigendum /

clarification on mahatenders.gov.in only and no separate communication will be issued to any of the bidders, the amendments/corrigendum shall form part and parcel of the RFP.

9.3 Two-Envelope Structure

Bids shall be submitted in the following structure:

- Envelope A: Technical
- Envelope B: Financial

The Technical Proposal shall not disclose the professional fee percentages, quoted prices or any other information forming part of the Financial Proposal. Financial documents required to establish eligibility, including turnover certificates, audited financial statements and ITRs, shall be submitted in the Technical Proposal. Financial Bids shall be opened only for technically qualified Bidders.

9.4 Documents to be Submitted in Envelope A – Technical Proposal

- Tender Fee receipt.
- EMD receipt.
- Certificate of Incorporation / Registration.
- PAN and GST Registration Certificate with Annexure A and B
- CA Certified Audited Turnover Certificate, Balance Sheet, Profit and Loss Statement, ITRs and net worth certificate.
- Documentary proof for eligibility under PQ4, PQ5, PQ6, PQ7 and PQ8
- Any other document required to establish PQ compliance
- Annexure-I: Tender Offer Form
- Annexure-II: Technical Bid Checklist
- Annexure-III: Bidder's Authorization Certificate
- Annexure-IV: Bidder Company Profile
- Annexure V: Proposed Search Team Details and CVs.
- Annexure VI: Relevant Assignment Experience Statement.
- Annexure VII: Declaration for Non-Debarment.
- Annexure VIII: Letter of Acceptance of the World Bank's Anti-Corruption Guidelines and Sanctions Framework.
- Annexure IX: Declaration Regarding Conflicting Activities.
- Annexure X: Non-Disclosure Agreement.
- Annexure XI: Details of Past Debarment and Restoration of Eligibility, stating "Nil" where there is no past debarment to disclose.
- Technical approach notes covering methodology, search strategy, candidate outreach plan, assessment approach, diversity strategy, timeline and governance mechanism.

Note: Annexures XIII and XIV relate to post-award requirements. Annexure XII is intended for submission of pre-bid queries. These Annexures are therefore not included in the documents required with the Technical Proposal.

9.5 Documents to be Submitted in Envelope B - Financial Proposal

- Price Bid (in the form of BoQ).

Tender Fee:

The bidder must submit a non-refundable Tender Fee of INR 20,000/- through online mode at <https://mahatenders.gov.in> before the submission deadline. However, it is advised that the payment

is made at least three days before the actual date of submission of bids to avoid any bank transfer delays.

Earnest Money Deposit (EMD):

The bidder must submit an Earnest Money Deposit (EMD) of INR 2,00,000/- through online mode at <https://mahatenders.gov.in> before the submission deadline. However, it is advised that the payment is made at least three days before the actual date of submission of bids to avoid any bank transfer delays.

The EMD shall be paid online through the MahaTenders portal. The amount shall be retained, refunded or forfeited in accordance with the applicable provisions of this RFP.

The EMD of unsuccessful bidders shall be refunded after finalization of selection process and award of contract. The EMD of the successful bidder will be released only after furnishing the required Performance Bank Guarantee (PBG) (Annexure XIV) and signing of the contract. The EMD will be forfeited on account of the following reasons:

- Bidder withdraws its proposal during the bid validity period or increases the quoted prices after opening of the bid and during the period of application/bid validity period or its extended period, if any as specified in RFP
- In case of a successful Applicant, if the Applicant fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
- During the Bid/RFP process, if an Applicant indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization
- Bidder does not respond to requests for clarification of its proposal.
- Bidder fails to provide required information during the evaluation process or is found to be nonresponsive or has submitted false information in support of its qualification.
- If the bidder fails to
 - Provide any clarifications to the Client.
 - Agree to the decisions of the contract negotiation meeting.
 - Sign the contract within the prescribed time period.
 - Furnish required Performance Bank Guarantee in time.
 - Any other circumstance which holds the interest of the Client during the overall selection process.
- The decision of the RFP inviting authority regarding forfeiture of the EMD shall be final and binding on the Applicants & shall not be called upon in question under any circumstances.

10. Bid Validity

All Bids shall remain valid for 90 days from the last date for submission of Bids, as specified in this RFP or subsequently amended through a corrigendum. Bids offering a shorter validity period shall be rejected.

Where an extension of Bid validity is required, MAHIMA shall request the consent of the concerned Bidders in writing before expiry of the existing validity period.

11. Evaluation Methodology - QCBS (80:20)

11.1 QCBS Framework

Selection shall be based on Quality and Cost Based Selection (QCBS) with the following weights:

- Technical Score: 80%

- Financial Score: 20%

The Final Combined Score shall be calculated out of 100 marks as follows:

$$FCS = Tw + Fw$$

Where:

Tw = (Part A marks + Part B marks) × 0.80, being the Weighted Technical Score out of 80 marks.

Fw = (Lowest Evaluated Professional Fee ÷ Evaluated Professional Fee of the Bidder) × 20, being the Weighted Financial Score out of 20 marks.

FCS is the Final Combined Score out of 100 marks.

The Bidder obtaining the highest Final Combined Score shall be ranked H1, subject to fulfilment of the other requirements of this RFP

11.2 Stage 1 - Technical Evaluation

Technical Proposals shall be evaluated out of 100 marks. The minimum qualifying score shall be 60 marks.

- Selection of the bidder would involve an evaluation of technical documents (Part A) & Technical Presentation (Part B).
- Bidder securing 50 out of 80 marks in Part A: shall be qualified for the technical presentation (Part B).
- Technical Presentation (Part B) will carry 20 marks.

Part A - Technical Evaluation Criteria

Code	Technical Evaluation Criteria	Criteria	Marks	Total Marks
TQ1	Number of CEO/CFO/COO/Head-level placements completed in the last 5 years	15 or more placements	15	15
		10-14 placements	10	
		5-9 Placements	7	
TQ2	Experience in Government, PSU, Section 8, Multilateral, Donor-funded or Social Sector Organizations	10 or more assignments	15	15
		5-9 assignments	10	
		3-4 assignments	7	
TQ3	Recruitment assignments in labour mobility, skilling, workforce development, migration, employment, public systems, etc.	10 or more assignments	15	15
		5-9 assignments	10	
		3-4 assignments	7	
TQ4	Qualification and Experience of proposed search team, Partner /	Excellent	10	10

	Principal involvement and research capacity: a) Dedicated search team proposed for the MAHIMA assignment, supported by CVs of the proposed team members b) Lead Partner / Engagement Director Experience c) Search Lead / Principal Consultant Experience	Good	7	
		Average	4	
TQ5	Understanding of Mandate and compatibility with MAHIMA's proposed search methodology across all three tiers <i>Note: Share in PPT/Document format</i>	Excellent	10	10
		Good	7	
		Average	4	
TQ6	Screening, assessment, referencing and candidate evaluation framework: a) Competency-based assessment methodology b) Reference checks and background verification process c) Candidate evaluation reports and psychometric tools <i>Note: Share in PPT/Document format</i>	Excellent	5	5
		Good	3	
		Average	1	
TQ7	Diversity, inclusion and ethical hiring approach; confidentiality and data protection systems <i>Note: Share in PPT/Document format</i>	Comprehensive	5	5
		Partial	3	
		Basic	1	
TQ8	Turnover	Rs.7.51 Crore or more	5	5
		Rs.5.01 to 7.50 Crore	3	
		Rs.5.00 Crore	1	
TOTAL				80

11.3 Presentation to TEC

All Bidders securing at least 50 marks out of 80 in Part A shall be invited to make a Technical Presentation before the Tender Evaluation Committee. The presentation shall carry a maximum of 20 marks and shall be evaluated on the parameters specified below.

- Bidders securing a minimum of 50 marks in the Technical Evaluation (Part A) shall be shortlisted for the presentation (Part B).
- The date and time for presentation shall be communicated by MAHIMA to eligible bidders via email.
- Part A shall carry a maximum of 80 marks, and Part B shall carry a maximum of 20 marks.
- Total Technical Score = Part A marks + Part B marks, out of a maximum of 100 marks.

- Bidders securing at least 50 marks out of 80 in Part A shall be eligible for the Technical Presentation. Bidders securing a total Technical Score of at least 60 marks out of 100 shall qualify for opening of their Financial Bids. No separate minimum qualifying score is prescribed for Part B.
- For the final QCBS evaluation, the total Technical Score shall be multiplied by 0.80 to obtain the Weighted Technical Score:
- $T_w = \text{Total Technical Score} \times 0.80$, out of a maximum of 80 marks

Parameter	Marks
Understanding of MAHIMA's institutional mandate	4
Search strategy and candidate sourcing approach across Tier 1, Tier 2, and Tier 3 positions	4
Assessment methodology, reference checks, and quality assurance mechanisms	4
Proposed team deployment, project governance, and engagement management plan	4
Innovation, diversity strategy, replacement approach, and overall presentation quality	4
Total	20

11.4 Stage 2 - Financial Evaluation

Bidders securing a minimum total Technical Score of 60 marks out of 100 marks shall qualify for opening of their Financial Bids. No separate minimum qualifying score is prescribed for Part B.

Financial Evaluation Method

The Bidder shall quote the Professional Fee as a percentage (%) separately for each of the following categories:

- Tier 1: Senior Leadership
- Tier 2: Program Managers & Specialists
- Tier 3: Entry Level Positions

It is mandatory for the Bidder to quote the Professional Fee for all three categories. Failure to quote for any one or more categories, submission of incomplete financial quotes, or quoting 'Nil', 'Not Applicable (N.A.)', or leaving any category blank shall render the Financial Bid non responsive and liable to be rejected without further evaluation.

$$\text{Weighted Average Professional Fee (\%)} = ((T1\% \times 2) + (T2\% \times 11) + (T3\% \times 5)) / 18$$

Where:

- T1% = Professional Fee (%) quoted for Tier 1 - 2 vacancies.
- T2% = Professional Fee (%) quoted for Tier 2 - 11 vacancies.
- T3% = Professional Fee (%) quoted for Tier 3 - 5 vacancies.
- 18 = Total number of vacancies.

The Weighted Average Professional Fee (%), excluding GST and all applicable taxes, shall be considered as the Evaluated Professional Fee for the purpose of financial evaluation.

Financial Score

- The Weighted Financial Score shall be calculated as follows:

- $Fw = (\text{Lowest Evaluated Professional Fee} \div \text{Evaluated Professional Fee of the Bidder}) \times 20$
- Where:
- Fw = Weighted Financial Score of the Bidder, out of a maximum of 20 marks.
- Lowest Evaluated Professional Fee = The lowest Weighted Average Professional Fee (%) quoted by any technically qualified Bidder with a responsive Financial Proposal.
- Evaluated Professional Fee of the Bidder = The Weighted Average Professional Fee (%) of the Bidder being evaluated.
- The Bidder quoting the lowest Evaluated Professional Fee shall receive 20 marks. Other eligible Bidders shall receive proportionately lower marks.

Combined Evaluation Score

The Final Combined Score shall be calculated by adding the Weighted Technical Score and the Weighted Financial Score:

- $FCS = Tw + Fw$
- Where:
- $Tw = (\text{Part A marks} + \text{Part B marks}) \times 0.80$, out of a maximum of 80 marks.
- Fw = Weighted Financial Score, calculated above, out of a maximum of 20 marks.
- FCS = Final Combined Score, out of a maximum of 100 marks.

The Bidder obtaining the highest Final Combined Score (FCS) shall be ranked H1 and shall be considered for award of the contract, subject to fulfillment of all other terms and conditions of this RFP.

Where two or more Bidders obtain the same Final Combined Score, the Bidder with the higher total Technical Score out of 100 shall be ranked higher. If their Technical Scores are also equal, the Bidder with the lower Evaluated Professional Fee shall be ranked higher. If the tie persists, selection shall be determined by drawing lots in the presence of the tied Bidders or their authorized representatives, with the proceedings recorded by the Tender Evaluation Committee.

12. Award of Contract

MAHIMA shall issue a Letter of Award to the Bidder securing the highest Combined Score. MAHIMA reserves the right to negotiate the scope, sequencing, or certain commercial terms with the selected Bidder prior to signing the Agreement, in accordance with applicable procurement norms.

13. Payment Terms

13.1 Payment Model

The engagement shall be made on milestone-linked payments. The Bidder shall quote professional fees in the Financial Bid as mentioned in 11.4 - Stage 2 - Financial Evaluation

- Percentage of CTC for Tier-1 positions
- Percentage of CTC for Tier-2 positions
- Percentage of CTC for Tier-3 positions

For calculating professional fees, “Annual CTC” shall mean the annual remuneration expressly identified as the fee-calculation base in MAHIMA’s approved offer letter. The offer letter shall specify the included fixed remuneration, benefits and employer contributions, wherever applicable. Discretionary performance incentives, reimbursements and one-time payments shall be excluded unless expressly included by MAHIMA in the approved fee-calculation base.

MAHIMA may also seek, in the Financial Bid, the equivalent fee as a percentage of annual CTC for benchmarking purposes. GST shall be payable extra as applicable.

13.2 Milestone-Based Payment

Payments shall be released for each vacancy in accordance with the following milestones, subject to MAHIMA's written acceptance of the corresponding deliverables and submission of complete supporting invoice documentation.

#	Milestone	% of the payment
1	Kick-off and launch of the search after approval of Job Description / search brief	20%
2	Submission of an acceptable shortlist in accordance with the RFP requirements	20%
3	Acceptance of offer by the selected candidate and successful joining	30%
4	Completion of six months of service with MAHIMA by the placed candidate, confirmed in writing by MAHIMA	30%

For milestones payable before the selected candidate's annual CTC is finalized, the professional fee shall be provisionally calculated using MAHIMA's approved annual CTC estimate for the relevant vacancy and the contracted tier-wise professional fee percentage. Upon successful joining, the fee shall be recalculated using the selected candidate's approved annual CTC. Any difference shall be adjusted against subsequent payments, and any excess payment remaining shall be refunded by the Firm.

14. Replacement Cases

Where a replacement search is triggered under the replacement guarantee period, no additional professional fee shall be payable for that replacement search for the same position.

Where a replacement is required, payments already released for the same vacancy shall be credited against the professional fee for that vacancy. Milestones already paid shall not become payable again for the replacement candidate. Any unpaid joining milestone shall become payable upon the replacement candidate's successful joining, and the final retention milestone shall become payable after the replacement candidate completes six months of service with MAHIMA. The aggregate professional fee payable for the original placement and its replacement shall not exceed the fee payable for that vacancy under the Contract.

A difference between the annual CTC of the original candidate and that of the replacement candidate shall not result in any additional professional fee or repetition of a payment milestone already paid. The professional fee established for the original placement shall remain the fee applicable to that vacancy, subject to the other payment conditions of the Contract.

15. Anti-Bribery and Ethical Conduct

- The Firm shall comply with all applicable anti-bribery, anti-corruption and ethical conduct requirements.
- The Firm shall not offer, promise, give, solicit or accept any undue financial or other advantage in connection with the Services.
- Any act of bribery, corruption, fraud or unethical conduct connected with the Services shall constitute a material breach of this Agreement.

16. Invoicing and Payment

- The Firm shall raise milestone-wise invoices supported by deliverable acceptance from MAHIMA.
- MAHIMA shall endeavor to make payment within 30 days of receipt of complete and correct invoice documentation.
- TDS and other statutory deductions shall be made as per law.

17. Term, Termination and Performance Security

17.1 Term and Termination

- This Agreement shall remain valid for a period of 12 months from the Effective Date, unless terminated earlier in accordance with this Agreement. The “Effective Date” shall mean the commencement date expressly specified in the Agreement executed between MAHIMA and the selected Firm.
- Extension, renewal or continuation of the Agreement shall be at the sole discretion of the MAHIMA and shall be subject to satisfactory performance and applicable procurement requirements.
- No extension shall be deemed to have been granted merely by continuation of discussions or services after expiry.

17.2 Termination:

17.2.1 Termination for Convenience:

MAHIMA may terminate this Agreement, in whole or in part, by giving 30 days’ written notice to the Firm without assigning any reason.

Upon receipt of such notice, the Firm shall cooperate in an orderly transition and shall complete such pending activities as may reasonably be required by the MAHIMA.

17.2.2 Termination for Cause:

The MAHIMA may terminate the Agreement with immediate effect or upon such notice as may be specified where the Firm:

- commits a material breach capable of remedy and fails to remedy it within 15 calendar days from receipt of MAHIMA’s written notice specifying the breach, or within such longer period as MAHIMA may approve in writing;
- engages in fraud, corruption or misconduct;
- materially breaches confidentiality or data protection obligations;
- submits forged or materially false documents;
- repeatedly fails to meet prescribed service levels;
- becomes insolvent or enters liquidation, except as permitted by law;
- undertakes unauthorized subcontracting;
- suffers disqualification, suspension or cancellation of any mandatory registration/license; or
- commits any other act which materially prejudices the interests of the MAHIMA.
- is convicted by a court of competent jurisdiction of an offence involving fraud, corruption or dishonesty that materially affects its eligibility or ability to perform the Services, subject to applicable law.

Consequences of Termination

17.2.3 Upon expiry or termination:

- the Firm shall cease using the MAHIMA's confidential information and intellectual property;

- the Firm shall return or securely destroy information and documents as directed by the MAHIMA, subject to applicable legal retention requirements;
- the Firm shall provide all pending recruitment records and information required for transition;
- accrued payment obligations, if any, shall be settled in accordance with the Agreement; and
- clauses intended by their nature to survive termination, including confidentiality, data protection, indemnity, intellectual property and dispute resolution, shall continue to remain in force.

17.3 Performance Security

The selected Bidder shall furnish a Performance Bank Guarantee equivalent to 5% of the total contract value within 10 working days of receipt of the Letter of Award, in the prescribed format (Annexure XIV), from a Nationalized or Scheduled Commercial Bank.

The Applicant shall at its own expense, deposit with MAHIMA, within 10 working days from the date of receipt of the Letter of Award, an unconditional and irrevocable Performance Bank Guarantee (PBG) from Nationalized/Scheduled Bank as per the format Annexure XIV of this Bid/RFP Document, payable on demand, for the due performance and fulfilment of the contract by the Applicant as per below. All charges whatsoever such as premium, commission, Stamp Duty etc. with respect to the PBG shall be borne by the Applicant. The PBG would be valid for a period of 6 more months from the date of validity of the Contract Period. For the purpose of calculating the Performance Bank Guarantee, the total contract value shall mean the aggregate estimated professional fees for all approved vacancies, calculated by applying the selected Bidder's quoted tier-wise professional fee percentages to the annual CTC estimates approved by MAHIMA for the respective positions, excluding GST.

The Performance Bank Guarantee shall be equivalent to 5% of this total contract value. The applicable contract value and the corresponding Performance Bank Guarantee amount shall be expressly stated in the Letter of Award.

If the approved scope or estimated professional fees subsequently increase, the Firm shall furnish an additional or amended Performance Bank Guarantee to maintain the security at 5% of the revised contract value, within 10 working days from receipt of MAHIMA's written notification.

The PBG may be discharged/ returned by MAHIMA upon being satisfied that there has been due performance of the obligations of the Applicant under the contract. However, no interest shall be payable on the PBG. In the event, Applicant being unable to service the contract for whatever reason, MAHIMA may invoke the Performance Bank Guarantee in accordance with the terms of the Contract and the Guarantee. Notwithstanding and without prejudice to any rights whatsoever of MAHIMA under the Contract in the matter, the proceeds of the PBG shall be payable to MAHIMA as compensation for any loss resulting from the Applicant's failure to complete its obligations under the Contract. MAHIMA shall notify the Applicant in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Applicant is in default.

MAHIMA shall also be entitled to make recoveries from the Bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction, or misstatement.

Failure to submit PBG within 10 working days allows cancellation and EMD forfeiture.

18. Engagement Modalities

- The engagement will be governed by a formal Service Agreement between the selected firm and MAHIMA, with terms consistent with Government of Maharashtra and World Bank procurement norms.
- A dedicated search team must be assigned, with a named Partner/Principal as the single point of contact for MAHIMA.
- Progress reviews shall be held fortnightly and monthly with MAHIMA.
- The firm shall disclose any actual or potential conflict of interest at the time of proposal submission and at any point during the engagement.
- Firms with parent, subsidiary, affiliate, or group entities engaged in overseas recruitment, labour mobility, staffing, migration, or related skilling activities must disclose such relationships.
- MAHIMA may assess the disclosed relationships and require documented and auditable separation measures to prevent conflicts of interest. Where the conflict cannot be adequately mitigated, MAHIMA may disqualify the Bidder in accordance with the RFP.
- Sub-contracting of the Services shall not be permitted. However, the Firm may engage a third-party agency solely for the purpose of conducting background and document verification of candidates. The Firm shall remain fully responsible for the acts and omissions of such third-party agency.

19. IP and Data Handover Protocol

- The firm shall maintain strict data privacy and non-disclosure obligations in accordance with India's Digital Personal Data Protection (DPDP) Act 2023, MAHIMA's data governance policy, and applicable World Bank procurement standards.
- All work product candidate databases, assessment reports, market intelligence reports, and deliverables shall be the exclusive intellectual property of MAHIMA upon completion.
- All candidate data, applications, resumes, assessment records, interview notes, reports, databases, and other materials generated, collected, or processed under this engagement shall be the exclusive property of MAHIMA.
- Upon completion, termination, or expiry of the engagement, the firm shall hand over to MAHIMA all candidate-related records, databases, reports, and supporting documentation in a mutually agreed electronic format, without withholding any information relevant to the assignment.
- The firm shall not retain, reuse, share, sell, or otherwise process any candidate or project-related data after completion of the engagement, except where retention is required by applicable law.
- Within 30 days of completion or termination of the engagement, the firm shall securely delete all copies of MAHIMA's data and confidential information from its systems, servers, devices, and those of its subcontractors, subject to applicable legal retention requirements.
- The firm shall provide MAHIMA with a written Data Handover and Deletion Certificate confirming the transfer of all relevant records and the secure deletion of retained copies, in compliance with applicable data protection laws, including the Digital Personal Data Protection Act, 2023, and any amendments thereto.

20. Candidate Consent and Data Protection

- The Firm shall obtain all necessary notices, consents, permissions and authorisations from candidates, wherever required under applicable law, before collecting, processing, storing or sharing their personal data with the MAHIMA.
- The Firm shall process candidate personal data only for legitimate recruitment-related purposes and in accordance with applicable data protection and privacy laws.
- The Firm shall implement appropriate technical and organisational safeguards, including safeguards prescribed by MAHIMA, to protect candidate personal data against unauthorised access, disclosure, alteration, loss, misuse or destruction.

- The Firm shall not sell, commercially exploit, disclose or otherwise use candidate data for any purpose unrelated to the Services.
- The Firm shall promptly notify the MAHIMA of any actual or suspected personal data breach relating to candidate information shared with or processed on behalf of the MAHIMA.
- The Firm shall provide reasonable assistance to the MAHIMA in responding to requests, complaints, investigations, notices or regulatory requirements relating to candidate personal data.
- Upon expiry or termination of this Agreement, the Firm shall return, delete or securely dispose of candidate data in accordance with applicable law and the MAHIMA 's written instructions, except to the extent retention is required by law.

21. Exclusions

The following are outside the scope of this engagement unless explicitly agreed in writing:

- Payroll management, HR administration, or employment contracting services.
- Temporary staffing, contractual placements, or bench hiring.
- Outplacement or career transition advisory services.
- Recruitment for any position not listed in Section 4 — Positions to Be Filled, unless subsequently approved by MAHIMA in writing.

22. GENERAL TERMS AND CONDITIONS

22.1 Engagement Governance

- The engagement shall be governed by a formal Agreement / Master Service Agreement to be executed between MAHIMA and the selected Firm.
- The Firm shall designate a Partner / Principal as the single point of contact.
- Fortnightly review meetings shall be held with MAHIMA; periodic review meetings may include the technical team as required.

22.2 Confidentiality and Data Protection

- Strict confidentiality; compliance with DPDP Act 2023; candidate data not shared/reused/retained beyond mandate without approval.
- The Firm shall maintain strict confidentiality with respect to all confidential information received from the MAHIMA, including but not limited to:
 - a. recruitment requirements;
 - b. job descriptions;
 - c. organizational structure;
 - d. candidate information;
 - e. remuneration and compensation information;
 - f. business plans;
 - g. internal policies;
 - h. technical, financial and commercial information; and
 - i. any other information identified as confidential or which ought reasonably to be understood as confidential.
- The Firm shall use such information solely for the purpose of performing the Services.
- The Firm shall restrict access to confidential information only to personnel who require such access for performance of the Services and shall ensure that such personnel are bound by confidentiality obligations.
- The obligations under this Clause shall survive expiry or termination of this Agreement.

22.3 Non-Disclosure of Recruitment Information

- The Firm shall not, without the prior written approval of the MAHIMA:
 - publish or disclose the MAHIMA's recruitment requirements;

- use the MAHIMA 's name or logo for promotional purposes;
- issue press releases or public statements concerning the engagement;
- represent that it is an authorized representative of the organization; or
- disclose details of the recruitment process to any third party.

22.4 Intellectual Property

All deliverables, reports, candidate assessment notes, search strategy documents, databases and other work products specifically prepared under this engagement shall become the exclusive property of MAHIMA upon completion of the engagement, in accordance with Section 19. Pending payment shall not entitle the Firm to withhold recruitment records or deliverables required to be handed over under Section 19.

All documents, recruitment specifications, templates, formats, materials and information provided by the MAHIMA shall remain the property of the Organization.

The Firm shall not use the MAHIMA 's intellectual property, name, trademark, logo or other proprietary material except for the limited purpose of performing the Services.

Any recruitment-related reports, customized formats, databases or deliverables specifically created for the MAHIMA under the Agreement shall be dealt with in accordance with the intellectual property terms prescribed in the RFP/Agreement.

22.5 Conflict of Interest

The Bidder shall disclose any actual, potential or perceived conflict of interest at bid stage and throughout the contract period. MAHIMA may reject or terminate the contract if a material conflict is found to adversely affect the integrity of the process.

The Firm shall ensure that no actual, potential or perceived conflict of interest adversely affects the performance of the Services.

The Firm shall immediately disclose to the MAHIMA any actual or potential conflict of interest that may arise during the term of the Agreement.

The MAHIMA shall have the right to require the Firm to take appropriate corrective measures or, where the conflict cannot reasonably be mitigated, terminate the relevant engagement/appointment.

22.6 MAHIMA's Rights

MAHIMA reserves the right to:

- cancel, amend or withdraw the RFP;
- accept or reject any bid without assigning reasons;
- vary the hiring sequence and timing;
- reduce or increase the number of roles within the approved mandate;
- seek clarifications or additional documents from any Bidder.

22.7 Fraud and Corrupt Practices

Any Bidder found to have engaged in corrupt, fraudulent, collusive, coercive or unethical practices at any stage shall be disqualified, and appropriate action may be taken under applicable law and procurement rules.

22.8 Governing Law and Jurisdiction

This RFP and any resulting contract shall be governed by the laws of India and the State of Maharashtra. Courts at Mumbai shall have jurisdiction in all matters arising out of this RFP or the resulting contract.

23. General instructions for Bidder

- Bidders should at least have valid Class III Digital Signature Certificate (DSC) obtained from any certifying authorities.
- All eligible bidders need to be registered on <https://mahatenders.gov.in> to generate login credentials and to download the RFP document for online bid submission.
- All documents to be submitted online including supporting documents.
- Proposal should be duly page numbered.
- The page numbering should be in a proper sequence and the documents should be uploaded in the same sequence.
- Every page of the submitted proposal including all the documents should be duly sealed and signed by the authorized signatory.
- Interested Bidders may submit their RFP as mentioned in the above schedule along with of (INR 20,000/-) as non- refundable Tender fee, and refundable EMD of (INR 2,00,000/-) through Online mode on <https://mahatenders.gov.in>.
- The Earnest Money Deposit (EMD) of the selected bidder shall be refunded after submission of the Performance Bank Guarantee (Annexure XIV) & signing of the agreement.
- The Earnest Money Deposit (EMD) of the disqualified bidder shall be refunded as per the applicable rules.
- If the selected bidder fails to submit the requisite performance bank guarantee or to sign the agreement, EMD will be forfeited.
- The RFP submitted by the bidder shall remain valid for a period of 90 days after the closing date for submission of the RFP prescribed in this document. RFP validity expressed for less than 90 days shall be rejected.
- MAHIMA may at its sole discretion and at any time during the evaluation of RFP, disqualify any bidder, if the bidder has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements. Moreover, MAHIMA shall also have the right to blacklist the bidder from future participation.
- A Bidder shall submit only one Bid in response to this RFP. If a Bidder submits more than one Bid for this procurement, all Bids submitted by that Bidder shall be rejected.
- MAHIMA shall have all the rights to disqualify the application during the evaluation of RFP if:
 - Submitted an RFP without required documentation;
 - Use of modified formats for submission;
 - Currently Blacklisted by World Bank / Central Government / any State Government/UT/ any Public Sector Undertaking or World Bank under them;
 - Failure to disclose any ongoing litigation with Government agencies or institutions in India that may materially affect the Bidder's ability to perform the assignment. MAHIMA shall assess the disclosed litigation based on its nature, potential impact and relevance to the assignment. The existence of litigation alone shall not automatically result in disqualification;
 - Nonpayment of the EMD amount.
- The EMD will be forfeited on account of one or more of the following reasons:
 - Submitted an RFP without required documentation;
 - In case, applicant withdraws from the RFP process during the period of validity of RFP (RFP shall be valid for 90) days from the last date of submission of proposal. For any Technical

Discrepancy/error on prospective bidder is requested to send their query on Email i.e. mahima@dvet.gov.in.

- Successful Bidder must execute Agreement on Rs. 500 stamp paper at own expense; failure allows cancellation.
- The Bidder is advised to regularly visit the official e-tender portal at <https://mahatenders.gov.in> for any corrigendum, addendum, amendment, clarification or other communication relating to this RFP.
- In order to provide the Bidders with reasonable time to take into account any such amendment or modification while preparing and submitting their Proposals, MAHIMA may, at its sole discretion, extend the deadline for submission of the Proposals, particularly where such amendment or modification is substantial.
- MAHIMA shall not be responsible or liable for any consequences, including any impact on the preparation, submission or evaluation of a Bidder's Proposal, arising from the Bidder's failure to access, review or take into consideration any corrigendum, addendum, amendment, clarification or other communication published on the official e-tender portal.
- In case the successful bidder fails to comply with the terms and conditions mentioned in the said RFP, MAHIMA shall have the right to cancel the allotted work issued to the said successful bidder.
- If the successful Bidder fails to furnish the required Performance Bank Guarantee within 10 working days from the date of receipt of the Letter of Award, MAHIMA shall have the right to cancel the award and forfeit the Earnest Money Deposit submitted by the Bidder.
- The successful bidder shall be under obligation to sign and execute an Agreement in favour of the MAHIMA on Non-Judicial Stamp Paper of Rs.500/- containing the terms and conditions as mentioned in the said RFP. The expenses in connection with the execution of the Agreement shall be borne by the bidder. In case the successful bidder fails to execute an Agreement in favour of MAHIMA, then MAHIMA shall have the right to cancel the work allotted to the bidder.

24. Guidelines for bidder on Operations of RFP online system:

- Bidders shall prepare their Proposals in accordance with this RFP and all clarifications, addendum and corrigendum published on <https://mahatenders.gov.in>. Oral statements made during the pre-bid meeting shall not amend the RFP unless incorporated into a written clarification, addendum or corrigendum published on the portal.
- All bidders are cautioned that any bid containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional RFPs will be treated as non-responsive. The bidder should clearly mention in the forwarding letter that the bid document does not contain any condition deviations from terms and conditions stipulated in the RFP.

24.1 RFP Ownership

All RFPs submitted to MAHIMA shall become the property of MAHIMA. MAHIMA shall, however, maintain confidentiality of the information contained within the RFPs.

24.2 Penalty Clause

- Where the Firm fails to fulfil its recruitment obligations for reasons attributable to it, MAHIMA may, after giving the Firm an opportunity to remedy the default, arrange alternative recruitment services and recover the reasonable, documented additional costs incurred as a direct consequence of such default. Such recovery may be made from amounts payable to the Firm and/or the Performance Bank Guarantee, without duplicate recovery of the same loss.
- For delays attributable to the Firm in completing recruitment obligations within the timelines specified in the Work Order or approved Hiring Plan, MAHIMA may levy a penalty of 0.1% of the total professional fee value specified in the Work Order per week of delay or part thereof, subject

to a maximum of 1% of that value. Delays attributable to MAHIMA or extensions approved by MAHIMA shall be excluded. Once the maximum penalty is reached, continued default may result in termination in accordance with the Contract.

- Adequate hearing shall be given by the MAHIMA to the service provider before levying any penalty and a speaking order be accordingly passed.

24.3 Blacklisting

Selected service providers may be blacklisted if found guilty of the following:

- Fraud & Misrepresentation
 - Submission of forged or fake documents.
- Financial Irregularities
 - Misuse or diversion of Government funds.
- Poor Performance / Non-Compliance
 - Repeated failure to meet sanctioned targets.
 - Consistently low placement outcomes.
 - Violation of scheme guidelines / SOPs.
- Breach of Contract / Agreement / MoU
 - Violation of Contract / Agreement / MoU or work order conditions.
 - Unauthorized subcontracting or subletting of the Services, excluding engagement of a third-party agency for candidate background and document verification as expressly permitted under this RFP.

24.4 Terms & Conditions

- **Interpretation:** In case of any ambiguity in the interpretation of any of the clauses in this document, the interpretation of the clauses by the Authorized Representative/Sub-evaluation committee of MAHIMA shall be final and binding on all the parties.
- **Language of Bid:** The RFP document and all correspondence and documents related to the RFP exchanged by the Bidder and MAHIMA must be in English only.
- **Changes in Laws and Regulations:** If after the date of RFP submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Bidder and/or the Time for Completion, the terms and conditions shall be reasonably adjusted.
- **Compliance with Laws**
 - The Bidder shall undertake to observe, adhere to, comply with and notify MAHIMA about all laws in force or as are made applicable in future, pertaining to or applicable to the Bidder, their business, their employees or their obligations towards employees and all purposes of this document and shall indemnify, keep indemnified, hold harmless, defend and protect MAHIMA and its directors / employees / officers / staff / personnel / representatives / agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to confirm or comply with the above and all other statutory obligations arising there from.
 - The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc. as may be necessary or required for any of the purposes of this Project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the said project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate MAHIMA and its directors / employees / officers / staff/ personnel/ representatives /agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to confirm or comply with the above

and all other statutory obligations arising there from and MAHIMA shall give notice of any such claim or demand of liability within reasonable time to the Bidder.

24.5 Disputes & Arbitration

Arbitration:

The Parties shall endeavor to resolve any dispute arising out of or relating to this Agreement through mutual consultation and negotiation. Where the dispute is not resolved within **30 days** from the date of written notice of the dispute, the matter may be referred for resolution in accordance with the dispute resolution mechanism specified in the RFP/Agreement.

Where arbitration is adopted, the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. Any dispute, difference or claim arising out of or in connection with this Agreement, including its interpretation, performance, breach or termination, shall be referred to and finally resolved by a Sole Arbitrator mutually appointed by the Parties in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat of arbitration shall be at Mumbai. The arbitrators shall be appointed by mutual consent

24.6 Representations and Warranties:

The Firm represents and warrants that:

- it is duly incorporated/registered and legally competent to enter into and perform this Agreement;
- it possesses the requisite experience, manpower, infrastructure, resources and expertise to perform the Services;
- all information and documents submitted by it during the RFP process are true, complete and accurate;
- it shall comply with all applicable laws, rules, regulations and Government directions applicable to the Services;
- it shall deploy adequately qualified and experienced personnel for performance of the Services;
- it shall not knowingly submit any forged, fabricated, misleading or materially inaccurate candidate information or documentation;
- it shall maintain appropriate records relating to candidates sourced and submitted by it; and
- execution and performance of this Agreement shall not violate any other contractual or legal obligation applicable to the Firm.

24.7 Force Majeure

- Force Majeure means acts of God (including, but not limited to natural disaster, fire, thunder, lightning, explosion, earthquake, storm, typhoon, tornado, drought, tidal wave and flood) terrorist attacks or war (whether declared or not), invasion or an act of foreign enemy or any judgment or order of any court of competent jurisdiction or statutory Authority whereby a Party is prevented from complying with its obligations under this Agreement. The period of compliance with its obligations under this Agreement by the Party affected by the Force Majeure event shall be extended on a day for day basis for the period during which the Force Majeure event continues.
- In the event of a Party (affected Party) not being able to perform its obligations pursuant to this Agreement as a result of a Force Majeure event, such affected Party shall give notice ("Force Majeure Notice") to the other Party of any such Force Majeure event as soon as reasonably practicable but not later than seven days after the date on which the affected Party knew or should have reasonably known the commencement of the Force Majeure event.

- If the affected Party has taken all necessary steps towards mitigating the effect of a Force Majeure event, then: The obligations of the affected Party shall be suspended to the extent that they are affected by the Force Majeure event so long as the Force Majeure event continues;
- To the extent the performance of the obligations of the affected Party is affected by the Force Majeure event, the time period for the performance of the obligations of the affected Party shall be extended by a similar time period on a day-to-day basis.
- Force Majeure shall not include any event, which is caused by the negligence or intentional action of a Party or agent or employees or, which a diligent Party could reasonably have been expected to:
 - Take into account at the time of the conclusion of Agreement to be entered with the bidder and/or;
 - Avoid or overcome in the carrying out of its obligations thereunder.

25. Guidance for RFP /Bid and Contract Document

Bidding documents will include information regarding the applicability of the ACG to the Program, and exclusion of any debarred or suspended person or entity from a contract under or participation in the Program.

- The WB “Guidelines on Preventing and Combating Fraud and Corruption in Program for Results Financing” dated February 1, 2012, and revised on July 10, 2015, shall apply to this activity which is within the Program Boundary accordingly the following shall be applicable:
- Bidder shall prepare and furnish to the Borrower and/or the Bank, all such information that the Borrower, and/or the Bank shall reasonably request in relation to the Program.
- Bidders accept the carrying out of inspections by the Borrower and/or the Bank for the monitoring of, and in relation to, the carrying out of the activities under the Program.
- Any inquiries conducted by the Bank pursuant to these Guidelines are administrative in nature, for the purpose of determining compliance with the Bank’s policies, directives, and procedures. Inquiries include, but are not limited to, the review of relevant accounts, records and other documents, and interviews with relevant persons.

The Guidelines address the following defined practices in connection with the Program:

- A “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
- A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
- A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party.
- An “obstructive practice” is (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation¹ into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts intended to materially impede the exercise of the Bank’s contractual rights of audit or access to information.

¹ Ensure that Bid document includes a self-declaration which will be signed and submitted by the bidder that the firm is not subject to ineligibility or has not been sanctioned under the Bank system of debarment and cross-debarment The Bidder is required to fill up the declaration as provided at Annex A.

The above practices, as so defined, are referred to collectively in these Guidelines as “Fraud and Corruption.”

All the government norms, rules and regulations enforced at present at relevant time should be followed.

26. Special Conditions of Contract - Environmental and Social Compliance

This Contract is financed under a Program supported by the World Bank under the Program-for-Results (PforR) financing instrument.

The works shall comply strictly with the Environmental and Social Systems compliances stipulated below. The latest amended National and State environmental, labor, safety, and social protection laws shall be applicable.

Compliance with this clause is mandatory and binding on the Contractor and all subcontractors.

Environmental and Social Compliance

Environmental Compliance – Rules and Regulations

The Contractor shall comply with all latest applicable environmental laws, rules, regulations, notifications, policies and guidelines as applicable issued by the Government of India, Government of Maharashtra and other competent authorities during the execution of the works under this Contract. The Contractor shall ensure that all construction, installation, operation and related activities are undertaken in an environmentally responsible manner and in compliance with the applicable statutory provisions listed below, as amended from time to time.

Environment (Protection) Act, 1986

The Contractor shall comply with the provisions of the Environment (Protection) Act, 1986 enacted for the protection and improvement of the environment. The Contractor shall ensure prevention and control of environmental pollution arising from project activities and comply with all directives issued by the Ministry of Environment, Forest and Climate Change (MoEFCC) and other competent authorities. The Contractor shall ensure protection of existing trees and undertake plantation of new trees wherever required and permitted. Air (Prevention and Control of Pollution) Act, 1981. The Contractor shall comply with the Air (Prevention and Control of Pollution) Act, 1981. All activities resulting in emissions to air shall follow the applicable laws and standards and obtain required permissions from the State Pollution Control Board or relevant authorities.

The Contractor shall implement appropriate air pollution control measures including dust suppression and mitigation measures during construction activities.

Water (Prevention and Control of Pollution) Act, 1974

The Contractor shall comply with the Water (Prevention and Control of Pollution) Act, 1974. Any activities resulting in discharge of wastewater or effluent shall adhere to applicable standards and regulatory requirements. The Contractor shall obtain necessary permissions where required and ensure appropriate treatment of wastewater prior to its disposal. Where applicable, sewage treatment facilities shall be installed and maintained.

Water (Prevention and Control of Pollution) Cess Act, 2003

The Contractor shall comply with the Water Cess Act where applicable and shall ensure that any operation, treatment or disposal system that consumes water or generates sewage or trade effluent complies with the requirements of the Act. Direct discharge of untreated sewage or effluent into natural water bodies shall not be permitted.

Batteries (Management and Handling) Rules, 2001

The Contractor shall comply with the Batteries (Management and Handling) Rules, 2001 and subsequent amendments. Used batteries generated during project activities shall be disposed of only through registered recyclers. Transportation and disposal of batteries shall follow prescribed

procedures and required documentation shall be maintained. In case of procurement of recycled batteries, the Contractor shall procure only from registered recyclers and submit required returns to the State Pollution Control Board as prescribed.

Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996

Where hazardous chemicals listed in Schedule 1 of the Rules are used or stored during project activities, the Contractor shall comply with the Chemical Accidents Rules. This includes preparation of emergency response plans, proper storage and handling of chemicals, and ensuring worker safety through appropriate training and protective equipment.

Manufacture, Storage and Import of Hazardous Chemicals Rules, 1989

The Contractor shall comply with the Manufacture, Storage and Import of Hazardous Chemicals Rules, 1989 for processes involving hazardous chemicals. Hazardous materials including asbestos used in buildings shall be handled, stored and disposed of in accordance with statutory requirements. The Contractor shall ensure appropriate labeling of chemicals, maintain safety documentation, and implement accident prevention and emergency response measures.

Environmental (Protection) Amendment Rules relating to Generator Emissions

The Contractor shall comply with the Environmental (Protection) Amendment Rules relating to emissions from diesel generators including limits prescribed under the Environmental Protection (Third Amendment) Rules, 2013 and Environmental Protection (Second Amendment) Rules, 2013. Emission limits for diesel generator sets up to 800 kW and smaller generators shall be strictly followed.

Environmental (Protection) Seventh Amendment Rules, 2009

The Contractor shall comply with ambient air quality standards prescribed under the Environmental Protection Seventh Amendment Rules, 2009. Activities that may generate air pollutants, including painting, chemical handling and workshop activities, shall ensure adherence to applicable air quality standards.

E-Waste (Management) Rules, 2016

The Contractor shall comply with the E-Waste (Management) Rules, 2016. All electronic waste generated during project implementation shall be handled, stored, labeled and disposed of through authorized collection centers, dismantlers or recyclers. E-waste shall not be stored beyond the permissible period prescribed under the Rules.

Noise Pollution (Regulation and Control) Rules, 2000

The Contractor shall ensure that noise levels from construction activities comply with limits prescribed under the Noise Pollution Rules. Construction activities shall not exceed permissible noise limits particularly in areas designated as silence zones such as educational institutions and their surrounding areas.

Plastic Waste Management Rules

The Contractor shall comply with the Plastic Waste Management Rules and ensure proper handling, segregation, storage and disposal of plastic waste generated during the project. Any manufacturing, storage or distribution of plastic products shall be undertaken only after obtaining necessary permissions and registrations from the Pollution Control Board.

Solid Waste Management Rules, 2016

The Contractor shall comply with the Solid Waste Management Rules, 2016. All waste generated during construction and operational activities shall be segregated at source into wet, dry and hazardous waste streams. The Contractor shall ensure safe storage, collection, transportation and disposal of waste in accordance with applicable regulations.

Public Insurance Liability Act, 1991

Where hazardous substances are handled as part of project activities, the Contractor shall comply with the Public Insurance Liability Act, 1991 and obtain appropriate insurance coverage to provide relief in case of accidents involving hazardous materials. Workers shall be covered through applicable insurance schemes such as ESIC or Workers' Compensation insurance.

Ancient Monuments and Archaeological Sites and Remains Act, 1958

The Contractor shall comply with the Ancient Monuments and Archaeological Sites and Remains Act, 1958. Construction activities shall not be undertaken within 100 meters of protected monuments and shall comply with regulatory restrictions within 200 meters of such monuments. In the event of discovery of archaeological artifacts during construction, work shall be halted and relevant authorities shall be notified immediately.

Construction and Demolition Waste Management Rules, 2016

The Contractor shall comply with the Construction and Demolition Waste Management Rules, 2016. Construction waste including debris, rubble and building materials shall be segregated, stored and disposed of in accordance with the Rules. Where construction waste exceeds thresholds specified under the Rules, the Contractor shall prepare a waste management plan and obtain required approvals from local authorities prior to commencement of work.

Additional Environmental Policies, Codes and Standards

The Contractor shall comply with all other relevant environmental standards, codes and guidelines applicable to the program including: National Policy on Safety, Health and Environment at Workplace, 2009

Code on Occupational Safety, Health and Working Conditions

National Policy on Disaster Management, 2009

National Disaster Management Authority Guidelines on Building Safety

National Building Code of India, 2016 and relevant Bureau of Indian Standards (BIS) codes

Energy Conservation Building Code, 2017

Harmonized Guidelines and Space Standards for Barrier Free Built Environment for Persons with Disabilities and Elderly Persons, 2016

CPCB Guidelines for Management of Sanitary Waste, 2018

The Contractor shall also comply with requirements under the Environmental Impact Assessment Notification, 2006 and subsequent amendments where applicable. Where applicable, the Contractor shall comply with the provisions of the Coastal Regulation Zone Notification, 2019, Eco-Sensitive Zone notifications, Forest (Conservation) Act, 1980, Wildlife (Protection) Act, 1972, and Wetlands (Conservation and Management) Rules, 2017.

The Contractor shall also comply with relevant regulations relating to the use of fly ash in construction works where project sites are located within the prescribed distance from coal or lignite based thermal power plants. In addition, the Contractor shall ensure compliance with the Food Safety and Standards Act, 2006 for food service facilities and the Insecticides Act, 1968 for pest control activities undertaken within project premises.

Social Compliance – Policies, Rules and Regulations

The Contractor shall comply with all applicable social, labour and welfare laws of India and the State of Maharashtra during execution of the works. The Contractor shall ensure non-discrimination, social inclusion, protection of vulnerable groups and welfare of workers engaged under the project.

Constitutional Provisions

The Contractor shall adhere to the principles of equality and non-discrimination as enshrined under Articles 15, 16 and 46 of the Constitution of India, ensuring that no discrimination takes place on the basis of religion, caste, gender, place of birth or social background.

National Education Policy 2020 and National Skill Development Policies

The Contractor shall ensure that activities under the project support the objectives of national skill development and vocational training policies, including promotion of inclusive access to vocational education and skill development opportunities.

Apprentices Act, 1961

Where applicable, the Contractor shall comply with provisions of the Apprentices Act, 1961 including engagement of apprentices and payment of stipend in accordance with the rates prescribed under the Act.

Rights of Persons with Disabilities Act, 2016

The Contractor shall ensure that infrastructure and facilities created under the project are accessible and inclusive for persons with disabilities in accordance with the Rights of Persons with Disabilities Act, 2016 and relevant accessibility guidelines.

Sexual Harassment of Women at Workplace Act, 2013

The Contractor shall comply with the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and shall ensure that appropriate mechanisms are in place to prevent and address workplace harassment.

Labour Welfare Legislation

The Contractor shall comply with applicable labour welfare laws including:

Minimum Wages Act, 1948

Payment of Wages Act

Equal Remuneration Act, 1976

Employee Compensation Act, 1923

Maternity Benefit Act, 1961

Workers shall be paid wages not less than statutory minimum wages and shall be provided with appropriate welfare and safety provisions.

Child Labour and Bonded Labour Prohibition

The Contractor shall strictly comply with the Child Labour (Prohibition and Regulation) Act, 1986 and the Bonded Labour System (Abolition) Act, 1976. Employment of child labour or bonded labour in any form is strictly prohibited.

Construction Workers Welfare

The Contractor shall comply with the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and associated Cess Act. All construction workers engaged for project works shall be provided with welfare facilities and safe working conditions.

Inter-State Migrant Workers

Where migrant labour is engaged, the Contractor shall comply with the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

Transparency and Accountability

The Contractor shall cooperate with authorities in ensuring transparency and accountability in accordance with the Right to Information Act, 2005 and applicable institutional grievance redressal mechanisms.

State Government Policies

The Contractor shall comply with relevant State Government policies including provisions relating to social inclusion, reservation policies, welfare of vulnerable groups and regulations governing technical and vocational education institutions within the State of Maharashtra.

27. Special Conditions of Contract - Labour Compliance

This Contract is financed under a Program supported by the World Bank under the Program- for-Results (PforR) financing instrument.

The works shall comply strictly with the New Labour Codes in India. India consolidated 29 central labour laws into four major codes, which came into effect from 21 November 2025. The Labour Codes (Wage, IR, Social Security, OSH & Working Conditions) are now in force in India (effective Nov 21 2025). Compliance with this clause is mandatory and binding on the Contractor and all Subcontractors.

New Labour Codes in India

1. Code on Wages, 2019
2. Industrial Relations Code, 2020
3. Social Security Code, 2020
4. Occupational Safety, Health & Working Conditions Code, 2020

These replace older statutes such as the Payment of Wages Act, Contract Labour Act, Minimum Wages Act, etc.

1. The contractor must comply with the four New Labour Codes, Code on Wages, Industrial Relations Code, Social Security Code, OSH & Working Conditions Code, and related rules wherever applicable.
2. Licence/registration under these Codes may be required before commencement.
3. Contractor must ensure wage payments per Code on Wages (minimum wage, timely bank credit, etc.).
4. Compliance returns/documents must be submitted monthly to the engineer/procuring agency.
5. Breach can affect payment (e.g., withholding bills).

Under the Codes:

- Minimum wage obligations are more uniform and apply to all employees.
- Wage definitions and payment timelines are standardized.
- Worker coverage, safety, social security, and industrial relations rules are modernized.

COMPLIANCE WITH THE CODE ON WAGES, 2019

1. Statutory Compliance

The Contractor shall strictly comply with all provisions of the Code on Wages, 2019 (Act No. 29 of 2019), and the Rules framed thereunder, as amended from time to time, including but not limited to provisions relating to:

- a) Payment of minimum wages as notified by the Appropriate Government;
- b) Payment of wages within prescribed time limits;
- c) Payment of overtime wages at rates not less than twice the normal rate;
- d) Payment of statutory bonus wherever applicable;
- e) Equal remuneration without discrimination on the ground of gender for same or similar work;
- f) Lawful deductions only as permitted under the Code;
- g) Maintenance of prescribed registers, records and issuance of wage slips;
- h) Compliance with floor wage as notified by the Central Government.

2. Payment of Wages

2.1 The Contractor shall ensure that wages are paid only through legally permitted modes, including bank transfer, electronic mode, cheque, or as otherwise prescribed.

2.2 Wages shall be paid within the statutory timelines prescribed under the Code on Wages, 2019.

2.3 In case of termination, resignation, retrenchment, or closure, wages shall be paid within the time limit prescribed under law.

3. Minimum Wages

3.1 The Contractor shall pay wages not less than the minimum wages notified for the relevant category of employment, skill classification, and geographical area.

3.2 Under no circumstances shall wages paid be less than the applicable floor wage notified by the Central Government.

3.3 Any revision in minimum wages during the contract period shall be binding on the Contractor and shall be implemented immediately.

4. Bonus

4.1 The Contractor shall pay statutory bonus to eligible employees in accordance with the provisions of the Code on Wages, 2019.

4.2 The Contractor shall maintain proper records relating to computation and disbursement of bonus and produce the same upon demand.

5. Records and Inspection

5.1 The Contractor shall maintain all statutory registers, records, muster rolls, wage registers, and other documentation as required under the Code.

5.2 The Principal Employer or its authorized representative shall have the right to inspect such records at any time.

5.3 The Contractor shall produce proof of wage payment and statutory compliance whenever demanded.

6. Indemnity

The Contractor shall indemnify and keep indemnified the Principal Employer against all claims, liabilities, penalties, damages, losses, or expenses arising out of or in connection with any non-compliance of the provisions of the Code on Wages, 2019, by the Contractor.

7. Liability

7.1 The Contractor shall be solely responsible for compliance with all statutory obligations toward its employees.

7.2 Any statutory liability arising due to non-compliance shall be borne entirely by the Contractor.

8. Consequences of Non Compliance

Failure to comply with the provisions of the Code on Wages, 2019 shall constitute a material breach of contract and may result in:

- a) Withholding of payments;
- b) Recovery of statutory dues from bills;
- c) Termination of contract;
- d) Blacklisting or debarment, as per applicable rules.

COMPLIANCE WITH INDUSTRIAL RELATIONS CODE 2020

1. Applicability

1.1 This Clause shall apply to the Contractor, its Sub-Contractors, and all personnel engaged for execution of the Works.

1.2 This Clause shall be read in conjunction with the General Conditions of Contract (GCC) and all other applicable provisions of the Contract.

1.3 The Contractor shall comply with the provisions of the Industrial Relations Code, 2020, and all Rules, notifications, amendments and statutory modifications thereto during the currency of the Contract.

2. Employer-Employee Relationship

2.1 The Contractor shall be the sole employer of all labour and personnel engaged for execution of the Works.

2.2 Nothing contained in this Contract shall be construed to create any employer-employee relationship between the Employer and the Contractor's personnel.

2.3 The Contractor shall be solely responsible for all legal and statutory obligations arising out of such employment.

3. Standing Orders and Service Conditions

3.1 Where applicable under law, the Contractor shall comply with requirements relating to Standing Orders, classification of workers, and service conditions.

3.2 The Contractor shall clearly define terms of employment, working hours, leave entitlements, and disciplinary procedures.

3.3 Any modification in service conditions shall be in accordance with statutory provisions.

4. Retrenchment, Lay-off and Closure

4.1 The Contractor shall comply with statutory provisions governing:

- Lay-off
- Retrenchment
- Closure of establishment
- Notice requirements
- Payment of compensation

4.2 No retrenchment, termination, or workforce reduction shall be carried out in violation of statutory procedure.

4.3 All compensation and dues payable to workers shall be discharged before demobilisation of labour.

5. Notice of Change

5.1 The Contractor shall comply with statutory requirements regarding notice of change in service conditions where applicable.

5.2 Any change affecting wages, working hours, or other service conditions shall follow prescribed legal procedures.

6. Industrial Disputes and Grievance Resolution

6.1 The Contractor shall establish an internal grievance redress mechanism consistent with statutory provisions.

6.2 Industrial disputes, if any, shall be resolved through legally recognized mechanisms including conciliation, arbitration, or adjudication as provided under law.

6.3 The Contractor shall take all reasonable measures to ensure that industrial disputes do not affect progress of the Works.

7. Strikes, Lockouts and Work Stoppage

7.1 The Contractor shall comply with statutory provisions relating to strikes and lockouts.

7.2 The Contractor shall ensure that no illegal strike, lockout, or work stoppage attributable to the Contractor disrupts execution of the Works.

7.3 Any delay caused due to unlawful industrial action attributable to the Contractor shall not entitle the Contractor to extension of time or compensation.

8.0 Prohibition of Unfair Labour Practices

8.1 The Contractor shall not engage in any unfair labour practice as defined under applicable law.

8.2 The Contractor shall ensure non-discrimination, lawful disciplinary proceedings, and fair treatment of workers.

9. Records and Compliance

9.1 The Contractor shall maintain all registers, notices, and records required under the Industrial Relations Code, 2020.

9.2 Such records shall be made available for inspection by statutory authorities and the Employer upon request.

10.0 Indemnity

The Contractor shall indemnify and keep indemnified the Employer against all claims, liabilities, penalties, or proceedings arising out of violation of the Industrial Relations Code, 2020.

11.0 Withholding and Recovery

In case of statutory non-compliance, the Employer may:

- Withhold payments due to the Contractor;
- Recover statutory dues from Contractor's bills;
- Invoke Performance Security;
- Take action under termination provisions of the Contract.

12.0 Material Breach

Serious or repeated violation of this Clause shall constitute material breach of Contract and may result in suspension or termination.

COMPLIANCE WITH CODE ON SOCIAL SECURITY, 2020

1. Applicability

1.1 This Clause shall apply to the Contractor, its Sub-Contractors, and all personnel engaged for execution of the Works.

1.2 The Contractor shall comply with the provisions of the Code on Social Security, 2020, and all applicable Rules, Schemes, notifications, amendments and statutory modifications in force during the currency of the Contract.

1.3 The Contractor shall be solely responsible for all social security obligations arising from employment of labour for the Works.

2. Registration and Statutory Coverage

2.1 The Contractor shall obtain and maintain all registrations required under the Code on Social Security, 2020, including but not limited to:

- Registration under Employees' Provident Fund (EPF)
- Registration under Employees' State Insurance (ESI), where applicable
- Registration for Gratuity, Maternity Benefit, and other notified schemes
- Registration relating to Building and Other Construction Workers (BOCW), where applicable
- Registration of Inter- state Migrant

2.2 The Contractor shall ensure that all eligible workers are enrolled under applicable social security schemes.

3. Provident Fund Compliance

3.1 The Contractor shall:

- Deduct employee contributions as prescribed
- Deposit employer and employee contributions within statutory timelines
- File required returns and maintain contribution records

3.2 Proof of monthly EPF remittance (challans and ECR statements) shall be submitted to the Engineer-in-Charge along with Running Account Bills.

3.3 In case of default, the Employer may deposit the amount directly and recover the same from Contractor's dues.

4.0 Employees' State Insurance (ESI)

4.1 Where applicable, the Contractor shall:

- Register eligible workers under ESI
- Deposit contributions within statutory timelines
- Facilitate access to ESI benefits

4.2 The Contractor shall ensure that no eligible worker is deprived of statutory medical benefits due to non-compliance.

5.0 Gratuity and Other Terminal Benefits

5.1 The Contractor shall comply with statutory provisions relating to gratuity payable to eligible employees.

5.2 The Contractor shall ensure payment of:

- Gratuity
- Maternity benefit
- Employee compensation for injury or death
- Any other statutory benefit notified under the Code

5.3 All dues shall be settled prior to demobilisation of labour.

6. Building and Other Construction Workers (Where Applicable)

6.1 For construction works covered under the Building and Other Construction Workers framework, the Contractor shall:

- Register the establishment as required
- Facilitate registration of workers
- Pay applicable cess
- Comply with welfare fund provisions

6.2 Proof of cess payment shall be submitted as required under the Contract.

7. Records and Returns

7.1 The Contractor shall maintain all registers, records, and electronic filings required under the Code.

7.2 Such records shall be made available for inspection by:

- Statutory authorities
- The Engineer-in-Charge

- Funding agency representatives (where applicable)

8. Prohibition of Evasion

8.1 The Contractor shall not misclassify employees as contract, casual or temporary workers for the purpose of avoiding social security obligations.

8.2 Any attempt to evade statutory contributions shall be treated as material breach of Contract.

9.0 Indemnity

The Contractor shall indemnify and keep indemnified the Employer against all claims, liabilities, damages, penalties or proceedings arising from non-compliance with the Code on Social Security, 2020.

10.0 Withholding and Recovery

10.1 In case of non-compliance, the Employer may:

- Withhold payments
- Recover unpaid statutory dues from bills
- Invoke Performance Security
- Suspend work

10.2 Such actions shall be without prejudice to other remedies available under the Contract.

11.0 Material Breach

Serious or repeated violation of this Clause shall constitute material breach and may result in termination of the Contract in accordance with applicable GCC provisions.

COMPLIANCE WITH OCCUPATIONAL SAFETY, HEALTH AND WORKING CONDITIONS CODE, 2020

1. Applicability

1.1 This Clause shall apply to the Contractor, its Sub-Contractors, and all personnel engaged for execution of the Works.

1.2 The Contractor shall comply with the provisions of the Occupational Safety, Health and Working Conditions Code, 2020, and all Rules, notifications, amendments and statutory modifications thereto during the currency of the Contract.

2. General Duties of Employer

2.1 The Contractor shall ensure, so far as reasonably practicable, the health, safety and working conditions of all workers employed on the Works.

2.2 The Contractor shall provide and maintain:

- Safe working environment free from hazards
- Safe plant, machinery, equipment and systems of work
- Safe handling, storage and transport of materials
- Adequate supervision by competent persons

2.3 The Contractor shall ensure compliance with all statutory standards relating to construction safety.

3. Safety Measures at Site

3.1 The Contractor shall implement a Site-Specific Safety Plan before commencement of work.

3.2 The Contractor shall provide, at its own cost:

- Personal Protective Equipment (PPE)
- Safe scaffolding and formwork
- Guard rails, barricades and safety signage
- Fall protection systems
- Fire prevention and firefighting equipment

3.3 All lifting appliances, hoists, cranes and machinery shall be tested and certified as per statutory requirements.

4. Working Conditions and Welfare Facilities

4.1 The Contractor shall provide statutory welfare facilities including:

- Potable drinking water

- Sanitation and washing facilities
- Rest shelters
- First aid boxes and medical arrangements
- Canteen and crèche facilities where applicable

4.2 Working hours, rest intervals and weekly holidays shall comply with statutory provisions.

5. Appointment of Safety Personnel

5.1 Where required under law, the Contractor shall appoint qualified Safety Officers.

5.2 Safety Officers shall be responsible for monitoring compliance, conducting safety training, and maintaining safety records.

6. Accident Reporting and Investigation

6.1 All reportable accidents, dangerous occurrences and occupational diseases shall be immediately notified to:

- The Engineer-in-Charge
- The prescribed statutory authority

6.2 The Contractor shall conduct an accident investigation and submit corrective action reports.

6.3 The Contractor shall be solely responsible for compensation and liabilities arising from accidents attributable to its acts or omissions.

7.0 Prohibition of Employment of Young Persons in Hazardous Work

The Contractor shall not employ any person in contravention of statutory provisions relating to age restrictions and hazardous processes.

8.0 Records and Inspection

8.1 The Contractor shall maintain registers, notices and records as required under the Code.

8.2 Such records shall be produced for inspection by statutory authorities and the Employer upon request.

9.0 Indemnity

The Contractor shall indemnify and keep indemnified the Employer against all claims, penalties, liabilities or proceedings arising out of violation of the Occupational Safety, Health and Working Conditions Code, 2020.

10.0 Withholding and Termination

10.1 In case of non-compliance, the Employer may:

- Withhold payments
- Recover statutory dues
- Suspend work
- Terminate the Contract for material breach

10.2 Such action shall be without prejudice to other contractual remedies.

The Contractor shall be fully responsible for compliance and monitoring and reporting with all relevant environmental protection and social safeguards regulations and standards and health and safety of host population and prepare mitigation plan within 28 days of the Effective Date, shall submit a detailed site specific Environmental and Social Management Plan, based on the Community Health and Safety Management Plan submitted in the technical proposal, for the Project Manager's no objection showing how the Contractor intends to comply with environmental and social laws and regulations and other specific requirements prescribed in the Contract, addressing all the monitoring and mitigation measures including those, if any, mentioned in Section 6- Employer's Requirements;

Note: Before providing No-objection, SPMU, and DPMUs shall also check and ensure if required safeguards documents, including on preventive plans on Sexual Exploitation and Abuse -Sexual Harassment, Labour influx management plans and online system for tracking compliance of labour welfare laws / obligations have been complied with for all categories of contracts (Refer Annex 1 for site specific plans) with respect to provision of the Works and with respect to the Contractor's personnel, subcontractors and sub-suppliers pursuant to the Contract.

The Contractor shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct, and harassment, including sexual harassment as per The Sexual Harassment of Women at Workplace (prohibition, Prevention, Redressal) Act 2013 and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct, and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or subcontract, if any form of unethical or inappropriate behavior is identified.

The Contractor shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct, and harassment including sexual harassment, and to promote a respectful work environment and establish Grievance Redress Mechanism. The Contractor shall keep an up-to-date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Employer or the Engineer at their first written request.

Annexure I: Tender Offer Form

(To be submitted on the Bidder's letterhead and signed by the Authorised Signatory)

To,

The Additional Chief Secretary,
Maharashtra Agency for Holistic International Mobility & Advancements (MAHIMA),
1st Floor, Elphinstone Technical High School Campus,
Mahapalika Marg, Dhobi Talao, Mumbai - 400001.

Subject: Submission of Proposal for Selection of an Executive Search Firm for Recruitment of Personnel for Maharashtra Agency for Holistic International Mobility & Advancements (MAHIMA).

Sir/Madam,

Having carefully examined the Request for Proposal (RFP), including its Scope of Work, eligibility requirements, evaluation criteria, terms and conditions, prescribed formats, Annexures, and all clarifications, addenda and corrigenda issued in connection with the above-mentioned tender, we, M/s _____, hereby submit our Proposal for selection as the Executive Search Firm for MAHIMA.

We offer to undertake the assignment and provide the required services in accordance with the requirements of the RFP and the professional fees quoted separately in our Financial Proposal submitted through the prescribed electronic bidding process.

We hereby confirm, declare and undertake as follows:

1. **Understanding of the assignment:** We have examined and understood the objectives, scope, deliverables, timelines and contractual obligations specified in the RFP. Our Proposal has been prepared after considering the information necessary for undertaking the assignment.
2. **Eligibility and capability:** We fulfil the prescribed eligibility requirements and possess the experience, professional expertise, systems, infrastructure and team capacity necessary to perform the assignment. Supporting documents establishing our qualifications and experience are included in the Technical Proposal.
3. **Acceptance of the RFP:** We accept the terms and conditions of the RFP, together with the clarifications, addenda and corrigenda issued by MAHIMA, and undertake to perform the assignment in accordance with the resulting Contract.
4. **Bid validity:** Our Proposal shall remain valid and binding upon us for the period specified in the RFP. We shall not withdraw or modify our Proposal during that period except as permitted under the RFP.
5. **Accuracy of information:** All statements, declarations, particulars and supporting documents submitted by us are true, complete and accurate to the best of our knowledge and belief. We understand that any material misrepresentation, concealment or submission of false or forged information may result in rejection of our Proposal or action under the RFP and applicable rules.
6. **Deployment of the proposed team:** If selected, we shall deploy the proposed search team and provide the resources necessary to fulfil our obligations. Any substitution of key personnel shall be subject to the requirements of the RFP and MAHIMA's approval, wherever required.

7. **Financial Proposal:** Our professional fee quotations have been submitted exclusively in the prescribed Financial Proposal / BoQ. No quoted professional fee percentages or prices forming part of the Financial Proposal have been disclosed in our Technical Proposal.
8. **Clarifications and verification:** We authorise MAHIMA to verify the information and documents submitted by us, including by contacting our clients and references. We undertake to provide clarifications and supporting information within the timelines specified by MAHIMA.
9. **Compliance and ethical conduct:** We undertake to comply with applicable laws and the anti-corruption, confidentiality, data protection and conflict-of-interest requirements specified in the RFP. Relevant declarations are enclosed in the prescribed formats.
10. **Execution of the Contract:** If selected, we undertake to furnish the required Performance Bank Guarantee and execute the Agreement within the timelines prescribed in the RFP and Letter of Award.
11. **Commencement and performance:** Upon execution of the Agreement, we shall commence and perform the Services in accordance with the approved commencement date, Hiring Plan, deliverables and other contractual requirements.
12. **Authority to submit the Proposal:** The undersigned is duly authorised to sign and submit this Proposal, provide clarifications and make the commitments contained herein on behalf of the Bidder. The relevant authorisation is enclosed with our submission.

We acknowledge that submission of this Proposal does not create any entitlement to award of the Contract. We understand that MAHIMA shall evaluate the Proposals and make its selection in accordance with the RFP and applicable procurement requirements.

Authorised Signatory

Signature: _____

Name: _____

Designation: _____

Place: _____

Date: _____

Seal: _____

Annexure II: Technical Bid Checklist

(To be submitted on the Bidder's letterhead and signed by the Authorised Signatory)

The Bidder shall complete this checklist and submit it as part of Envelope A - Technical Proposal. The checklist shall identify the documents enclosed and their corresponding page numbers in the Technical Proposal.

Instructions for completing the checklist:

- Indicate "Yes" or "No" against each document. Where a requirement is applicable only in specified circumstances, indicate "Not Applicable" and provide a brief explanation.
- Number the pages of the Technical Proposal consecutively and enter the relevant page number or page range against each item.
- Submit the prescribed Annexures duly completed and signed by the Authorised Signatory, together with the supporting documents required under the RFP.
- Ensure that all certificates, statements and supporting documents are legible and relate to the financial years, reference dates and experience requirements specified in the RFP.
- The Technical Proposal shall not disclose quoted professional fee percentages or prices forming part of the Financial Proposal. Financial documents required to establish eligibility shall be included.
- This checklist is provided for ease of verification and does not replace or limit any submission requirement specified elsewhere in the RFP.

Sr. No.	Document	Enclosed (Yes / No / Not Applicable)	Page Number
1	Tender Offer Form - Annexure I, duly completed and signed by the Authorized Signatory		
2	Technical Bid Checklist - Annexure II, duly completed and signed.		
3	Bidder's Authorization Certificate - Annexure III, establishing the authority of the person signing and submitting the Proposal		
4	Bidder Company Profile - Annexure IV, containing the required organizational, registration, contact and business details		
5	Proposed Search Team Details and CVs - Annexure V, identifying the proposed team members, their roles, qualifications and relevant experience		
6	Relevant Assignment Experience Statement - Annexure VI, containing particulars of assignments relied upon to establish eligibility and claim technical evaluation marks		
7	Declaration for Non-Debarment - Annexure VII, duly completed and signed		
8	Letter of Acceptance of the World Bank's Anti-Corruption Guidelines and Sanctions Framework – Annexure-VIII, duly completed and signed		

Sr. No.	Document	Enclosed (Yes / No / Not Applicable)	Page Number
9	Declaration Regarding Conflicting Activities - Annexure IX, duly completed and signed		
10	Tender Fee payment receipt, evidencing payment through the prescribed online mode		
11	Earnest Money Deposit (EMD) payment receipt, evidencing payment through the prescribed online mode		
12	Certificate of Incorporation / Registration, establishing the Bidder's legal status and date of incorporation or registration in accordance with PQ1		
13	Permanent Account Number (PAN)		
14	GST Registration Certificate, including Annexures A and B.		
15	Chartered Accountant-certified Turnover Certificate, indicating turnover from the services specified under PQ3 for FY 2023-24, FY 2024-25 and FY 2025-26, together with the average annual turnover for these years		
16	Audited Balance Sheets for FY 2023-24, FY 2024-25 and FY 2025-26		
17	Audited Profit and Loss Statements for FY 2023-24, FY 2024-25 and FY 2025-26		
18	Income Tax Returns (ITRs) for the financial years specified under PQ3, with filing acknowledgements		
19	Chartered Accountant-certified positive net-worth certificate as on 31 March 2026, as required under the RFP		
20	Professional Tax, EPFO and ESIC registration documents, as applicable under PQ2. Where any registration is not applicable, provide an explanation		
21	Team commitment / availability certificates and proof of association, including appointment letters or employment evidence, as required under PQ7		
22	Documentary evidence of relevant assignments and successful placements, including work orders, agreements, completion / partial completion certificates, client confirmations, assignment summaries and references, as applicable under PQ4, PQ5 and PQ6 and the technical evaluation criteria		
23	Technical Approach Note, covering the proposed methodology, tier-wise search strategy, candidate outreach, screening and assessment, reference and background verification, diversity, confidentiality, data protection, timelines and engagement governance, as required under the RFP		
24	Non-Disclosure Agreement - Annexure X, duly completed and signed		
25	Details of Past Debarment and Restoration of Eligibility - Annexure XI, duly completed and signed, stating "Nil" where there is no past debarment to disclose		

Sr. No.	Document	Enclosed (Yes / No / Not Applicable)	Page Number
26	Any other supporting documents required under the RFP - specify: _____		

Bidder's Declaration

We confirm that this checklist accurately identifies the documents included in our Technical Proposal and their respective page references. The documents submitted are true, complete and consistent with the particulars stated in our Proposal, to the best of our knowledge and belief.

We understand that marking a document as enclosed does not, by itself, establish compliance with the corresponding requirement. Eligibility and technical responsiveness shall be determined by MAHIMA through examination of the Proposal and supporting evidence in accordance with the RFP.

We further confirm that no quoted professional fee percentages or prices forming part of our Financial Proposal have been disclosed in the Technical Proposal.

Authorised Signatory

Signature: _____

Name: _____

Designation: _____

Place: _____

Date: _____

Seal: _____

Annexure III: Bidder's Authorization Certificate

(To be submitted on the Bidder's letterhead and signed by the Authorised Signatory)

This is to certify that Mr./Ms. _____, holding the designation of _____, is duly authorised by M/s _____, having its registered office at _____, to act as our Authorised Signatory and represent the Bidder in connection with the above-mentioned tender.

The Authorised Signatory is empowered to:

- Sign and submit the Technical Proposal, Financial Proposal, declarations, undertakings, prescribed forms and supporting documents required under the RFP.
- Submit clarifications, explanations and additional information requested by MAHIMA during the evaluation process.
- Attend pre-bid meetings, bid openings, technical presentations and other meetings relating to this procurement.
- Receive communications and correspond with MAHIMA on behalf of the Bidder.
- Represent the Bidder in discussions relating to the Proposal and undertake actions necessary for participation in the selection process, in accordance with the RFP.

We confirm that all documents signed, statements made and commitments given by the above-named person within the scope of this authorisation shall be binding upon the Bidder.

This authorization shall remain valid throughout the procurement process unless withdrawn or replaced through written communication duly issued by the competent authority of the Bidder and received by MAHIMA.

Specimen Signature of the Authorised Signatory

Signature: _____

Name: _____

Designation: _____

Certified and issued for and on behalf of the Bidder by:

Signature of the Person Granting Authorisation: _____

Name: _____

Designation: _____

Authority to Issue this Certificate: _____

Name of the Bidder: _____

Date: _____

Place: _____

Seal: _____

Annexure IV: Bidder Company Profile

(To be submitted on the Bidder's letterhead and signed by the Authorised Signatory)

The Bidder shall provide the following organizational, statutory, financial and professional information. Details shall be consistent with the supporting documents submitted in the Technical Proposal. Additional sheets may be attached wherever necessary, clearly identifying the relevant serial number.

The Bidder shall replace the guidance text in the third column with its responses against each item.

Sr. No.	Particulars	Details to be Provided by the Bidder
1	Legal Name of the Company / Firm	Full legal name as appearing in the Certificate of Incorporation / Registration.
2	Registered Office Address	Complete address, including city, district, state and PIN code.
3	Address for Correspondence	Complete correspondence address, if different from the registered office address.
4	Website	Official website address, if available.
5	Contact Person for this Proposal	Name, designation, contact number, email address and office location of the person designated for tender-related communications.
6	Contact Details	Official email address, office telephone number and mobile number.
7	Authorised Signatory	Name, designation, email address and contact number of the person authorised to sign and submit the Proposal.
8	Date and Place of Incorporation / Registration	Date of incorporation / registration and the authority with which the entity is registered.
9	Nature and Legal Status of the Entity	Public limited company / private limited company, or other legal status permitted under the RFP.
10	Corporate Identity Number / Registration Number	CIN or other applicable registration number, supported by the relevant certificate.
11	Permanent Account Number (PAN)	PAN of the bidding entity.
12	GST Registration Details	GSTIN, registered legal name and state of registration. Provide particulars of registrations relevant to the assignment.
13	Other Applicable Statutory Registrations	Professional Tax, EPFO and ESIC registration particulars, as applicable under PQ2. Where a registration is not applicable, provide an explanation.
14	Principal Business Activities	Brief description of the Bidder's principal services, identifying executive search, professional recruitment, leadership hiring and other relevant service lines.
15	Years of Relevant Operations in India	Number of years engaged in executive search and/or professional recruitment services in India, with the year of commencement and references to supporting documents.
16	Offices in India	Locations and addresses of the head office and branch offices, indicating their principal functions. Identify the office proposed to coordinate the MAHIMA assignment.

Sr. No.	Particulars	Details to be Provided by the Bidder
17	Ownership and Group Structure	Brief particulars of ownership, parent company, subsidiaries, affiliates and group entities, wherever applicable. Disclose relevant relationships in accordance with the conflict-of-interest requirements of the RFP.
18	Turnover from Services Specified under PQ3	Financial-year-wise turnover from executive search, professional recruitment and/or leadership hiring services for FY 2023-24, FY 2024-25 and FY 2025-26, together with the average annual turnover.
19	Net Worth as on 31 March 2026	Amount of net worth, with reference to the CA-certified certificate and supporting financial statements.
20	Total Professional Staff Strength	Total number of professional personnel as on the date of bid submission, with a brief breakup of executive search professionals, recruitment consultants, researchers and other relevant personnel.
21	Proposed Team for the Assignment	Summary of the proposed team structure, including the Partner / Principal, engagement management personnel and search / research professionals. Detailed particulars and CVs shall be provided in Annexure V.
22	Executive Search and Leadership Hiring Experience	Summary of experience recruiting CEO, CFO, COO, Head-level and other senior leadership personnel.
23	Multi-Tier Recruitment Experience	Brief description of experience handling leadership, managerial, specialist and entry-level recruitment under integrated mandates.
24	Relevant Sector Experience	Summary of recruitment experience in labour mobility, skilling, workforce development, migration-related services, public employment, digital public systems and related sectors.
25	Experience with Relevant Client Organisations	Summary of assignments undertaken for Government, PSU, Government-controlled bodies, Section 8, multilateral, donor-funded and social sector organisations.
26	Recruitment Systems and Assessment Capabilities	Overview of candidate sourcing tools, applicant tracking systems, screening methods, assessment capabilities, reference checks and background verification arrangements relevant to the assignment.
27	Confidentiality and Data Protection Arrangements	Brief description of safeguards for candidate information, access controls, secure record management and data handover / deletion procedures.
28	Key Certifications and Professional Memberships	Details of relevant certifications, accreditations and memberships, including issuing organisation and validity, wherever applicable.
29	Additional Relevant Information	Any other information supporting the Bidder's capability to undertake the assignment. Clearly identify the corresponding supporting documents, wherever applicable.

Declaration

We hereby certify that the information furnished in this Company Profile is true, complete and accurate to the best of our knowledge and belief and is consistent with the supporting documents submitted with our Proposal.

We understand that this profile supplements the prescribed eligibility and technical evaluation requirements and does not replace the documentary evidence required under the RFP. We undertake to notify MAHIMA of any material change in the information furnished during the procurement process.

Authorised Signatory

Signature: _____

Name: _____

Designation: _____

Place: _____

Date: _____

Seal: _____

Annexure V: Proposed Search Team Details and CV Format

(To be submitted on the Bidder's letterhead and signed by the Authorised Signatory)

The Bidder shall provide a consolidated summary of the proposed search team in Part A and a separate CV for each proposed team member in Part B. The details shall correspond to the personnel proposed for the MAHIMA Executive Search assignment and the supporting documents submitted under PQ7.

A. Proposed Search Team Summary

Sr. No.	Name of Proposed Team Member	Proposed Role	Educational Qualifications	Relevant Experience (Years)	Contact Number
1		Partner / Principal			
2		Engagement Manager			
3		Search Consultant / Research Lead			
4		Analyst / Associate			

B. Curriculum Vitae of Proposed Key Personnel

(A separate CV shall be submitted for each proposed team member. Each CV shall be signed by the Expert and certified by the Bidder's Authorised Signatory.)

Position Proposed in the Assignment: _____

Name of Expert: _____

Current Designation and Organization: _____

Date of Birth: _____

Nationality: _____

Total Professional Experience: _____ years

Relevant Executive Search / Recruitment Experience: _____ years

Nature and Duration of Association with the Bidder: _____

1. Education

List educational qualifications, including the institution, period of study, qualification obtained and specialization.

Sr. No.	Name of Institution	Qualification / Degree / Diploma	Specialisation	Period of Study	Year of Completion
1					
2					
3					
4					

2. Professional Experience

Starting with the present position, list employment and professional experience in reverse chronological order. Highlight responsibilities relevant to executive search, recruitment, assessment, client coordination and engagement management.

Sr. No.	Employer / Organisation	Position Held	Period - From / To	Location	Relevant Responsibilities / Activities
1					
2					
3					
4					

3. Relevant Experience for the MAHIMA Executive Search Assignment

Provide details of assignments in which the Expert personally participated. Identify the recruitment levels handled, the Expert's specific contribution and the outcomes achieved.

Relevant experience may include:

- Executive search for CEO, CFO, COO, Head-level and other leadership positions.
- Recruitment of managerial, specialist, technical and entry-level professionals.
- Assignments for Government, PSU, Government-controlled bodies, Section 8, multilateral, donor-funded or social sector organisations.
- Recruitment in labour mobility, skilling, workforce development, migration-related services, public employment, digital public systems and related sectors.
- Market mapping, candidate sourcing, screening, assessment, reference checks, background verification and onboarding support.

Sr. No.	Assignment / Engagement	Client / Organisation and Sector	Expert's Role	Period	Positions / Recruitment Levels Handled	Relevant Work and Outcomes
1						
2						
3						
4						

Where placement outcomes are stated, distinguish the Expert's personal contribution from the overall achievements of the employing firm. Candidate names or other unnecessary personal information need not be disclosed.

4. Key Skills and Certifications

Provide relevant professional skills, certifications and areas of expertise applicable to the proposed role. These may include executive search, leadership assessment, competency-based interviewing, recruitment research, applicant tracking systems, psychometric assessment, diversity-conscious recruitment and candidate data protection.

Sr. No.	Skill / Certification	Issuing Organisation, Where Applicable	Year / Validity, Where Applicable	Relevance to the Proposed Role
1				
2				
3				
4				

5. Language Skills

Indicate proficiency as Excellent / Good / Working Knowledge / None.

Language	Read	Write	Speak
English			
Marathi			
Hindi			
Other - specify: _____			

6. Adequacy for the Assignment

a. Detailed tasks and responsibilities proposed for the Expert

Describe the responsibilities to be undertaken in the MAHIMA assignment, including the relevant recruitment tiers, workstreams, deliverables and coordination arrangements.

b. Prior assignments demonstrating suitability

Explain how the Expert's qualifications and previous work demonstrate the ability to perform the proposed responsibilities. Refer to the relevant assignments listed in Section 3 of this CV.

c. Proposed availability and involvement

State the Expert's anticipated involvement in the assignment and availability for the responsibilities proposed.

7. Expert's Contact Information

Email Address: _____

Mobile / Telephone Number: _____

8. Certification by the Expert

I, the undersigned, certify that, to the best of my knowledge and belief, this CV correctly describes my qualifications, experience and professional background. The information provided herein is true and accurate.

I confirm that I have consented to being proposed by M/s _____ for the position of _____ under the MAHIMA Executive Search assignment.

I further confirm my availability to undertake the proposed responsibilities in accordance with the requirements of the RFP and the deployment arrangements stated in the Proposal, if the Contract is awarded to the Bidder.

I understand that any material misstatement or misrepresentation contained in this CV may lead to appropriate action in accordance with the provisions of the RFP and the Contract.

Name of Expert: _____

Signature of Expert: _____

Date: _____

Place: _____

Certification by the Authorised Signatory

We hereby certify that the above Expert has been proposed by M/s _____ for the MAHIMA Executive Search assignment in the position stated in this CV.

We confirm that we have reviewed the information provided and verified the qualifications, experience and association details against the records and supporting documents available to us. We have obtained the Expert's consent and confirmation of availability for the proposed assignment.

The Expert's commitment / availability certificate and proof of association with the Bidder are enclosed as required under PQ7. Any substitution of the proposed Expert shall be governed by the applicable provisions of the RFP and the Contract.

Authorised Signatory

Signature: _____

Name: _____

Designation: _____

Place: _____

Date: _____

Seal: _____

Annexure VI: Relevant Assignment Experience Statement

(To be submitted on the Bidder's letterhead and signed by the Authorised Signatory)

The Bidder shall provide details of relevant executive search and recruitment assignments relied upon to demonstrate compliance with the Pre-Qualification Criteria and Technical Evaluation Criteria specified in the RFP.

Instructions for completing the statement:

- Provide a separate entry for each engagement / work order. Additional rows or sheets may be attached as necessary.
- Clearly identify the client's sector, positions successfully filled and corresponding recruitment levels.
- State the assignment period and whether the engagement is completed or ongoing as on the date of bid submission.
- For ongoing assignments, report only the recruitment and placement outcomes achieved as on the date of bid submission. Such assignments shall be considered subject to the applicable requirements of the RFP.
- Support each entry with the documents required under the relevant criteria, such as work orders, agreements, completion / partial completion certificates, client confirmations of successful placements and assignment summaries.
- State the assignment value attributable to the Bidder's professional services, distinguishing it from the remuneration of recruited candidates.
- Provide client contact details sufficient for verification. Candidate names and unnecessary personal information need not be disclosed.

A. Summary of Relevant Assignments

Sr. No.	Client Name	Sector / Type of Organisation	Position(s) Successfully Filled	Level - CEO / CFO / Head / Manager / Specialist / Other	Contract / Assignment Period - From / To	Assignment Value (₹)	Status - Completed / Ongoing	Client Contact Details
1								
2								
3								
4								
5								

Client contact details shall include the name, designation, official email address and telephone number of the reference person, wherever available.

B. Assignment Details and Supporting Evidence

Complete the following particulars separately for each assignment listed in Part A.

Sr. No.	Particulars	Details
1	Reference serial number in Part A	
2	Name of the assignment / engagement	
3	Name of the client organisation	
4	Work Order / Agreement reference number and date	
5	Brief description of the client's mandate and sector	
6	Scope of recruitment services undertaken by the Bidder	

Sr. No.	Particulars	Details
7	Details of leadership, managerial, specialist or other recruitment levels covered	
8	Brief description of sourcing, screening, assessment, reference verification and onboarding services delivered, as applicable	
9	Recruitment and placement outcomes achieved; for ongoing assignments, specify the completed scope relied upon	
10	Relevant PQ / TQ criterion or criteria against which the assignment is claimed	
11	Supporting documents enclosed and corresponding page numbers in the Technical Proposal	

Declaration

We hereby certify that the assignments and recruitment outcomes stated above accurately represent the experience of the bidding entity and are supported by the documents enclosed with our Technical Proposal.

For ongoing assignments, the achievements reported are limited to those completed as on the date of bid submission. We understand that an ongoing engagement shall qualify only where the applicable requirements prescribed in the RFP have been fulfilled.

We authorise MAHIMA to verify the information furnished, including through communication with the clients and reference persons identified above. We undertake to provide clarifications and supporting information as required during evaluation.

We understand that inclusion of an assignment in this statement does not automatically establish eligibility or entitlement to technical marks. Each claim shall be assessed against the relevant criteria and supporting evidence in accordance with the RFP.

Authorised Signatory

Signature: _____

Name: _____

Designation: _____

Place: _____

Date: _____

Seal: _____

Annexure VII: Declaration for non-debarment (By the bidder)
(To be submitted on the Bidder's letterhead and signed by the Authorised Signatory)

Date:

To,

Designated Officer, Project authority

To whomsoever it may concern

This is to (hereby confirms that M/S -----(name of the firm) have not been sanctioned under the World Bank/Central/Any State, Semi Government/Public Undertaking/Local Body system of debarment and cross-debarment.

Should this declaration be found to be false then Borrower has the right to declare the proposal /bid as non-responsive.

With Regards

Name of authorized person

Designation

Annexure VIII: Letter of Acceptance of the World Bank's Anticorruption Guidelines and Sanctions Framework

(To be submitted on the Bidder's letterhead and signed by the Authorised Signatory)

Date:

Invitation of Bids/Proposals No.: MAHIMA/SEEID/RFP-ES/2026-27/01

To:

We, along with our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not) consultants and personnel, acknowledge and agree to abide by the World Bank's policy regarding Fraud and Corruption (corrupt, fraudulent, collusive, coercive, and obstructive practices), as set out and defined in the World Bank's Anti-Corruption Guidelines[2] in connection with the procurement and execution of the contract (in case of award), including any amendments thereto.

We declare and warrant that we, along our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not), consultants and personnel, are not subject to, and are not controlled by any entity or individual that is subject to, a temporary suspension, early temporary suspension, or debarment imposed by a member of the World Bank Group, including, inter alia, a cross-debarment imposed by the World Bank Group as agreed with other international financial institutions (including multilateral development banks), or through the application of a World Bank Group finding of non-responsibility on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement. Further, we are not ineligible under the applicable laws or official regulations of India or pursuant to a decision of the United Nations Security Council.

We confirm our understanding of the consequences of not complying with the World Bank's Anti-Corruption Guidelines, which may include the following:

- A. rejection of our Proposal/Bid for award of contract;
- B. in the case of award, termination of the contract, without prejudice to any other remedy for breach of contract; and
- C. sanctions, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework.

This may include a public declaration of ineligibility, either indefinitely or for a stated period of time, (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner; [3] (ii) to be a nominated

[4] sub-contractor, subconsultant, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project.

We understand that we may be declared ineligible as set out above upon:

- A. completion of World Bank Group sanctions proceedings according to its prevailing sanctions procedures;
- B. cross-debarment as agreed with other international financial institutions (including multilateral development banks);
- C. the application of a World Bank Group finding of non-responsibility on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement; or

D. temporary suspension or early temporary suspension in connection with an ongoing World Bank Group sanctions proceeding.

For avoidance of doubt, the foregoing effects of ineligibility do not extend to a sanctioned firm's or individual's execution of its ongoing Bank-financed contracts (or its ongoing sub-agreements under such contracts) that are not the subject of a material modification, as determined by the Bank.

We shall permit, and shall cause our sub-contractors, sub-consultants, agents (whether declared or not), personnel, consultants, service providers or suppliers, to permit the Bank to inspect [5] all accounts, records, and other documents relating to the procurement process and/or contract execution (in the case of award), and to have them audited by auditors appointed by the Bank.

We agree to preserve all accounts, records, and other documents (whether in hard copy or electronic format) related to the procurement and execution of the contract.

Name of the Bidder/Proposer/Consultant:

Name of the person duly authorized to sign the Bid/Proposal on behalf of the Bidder/Proposer/Consultant:

Title of the person signing the Letter:

Annexure IX: Declaration Regarding Conflicting Activities

(To be submitted on the Bidder's letterhead and signed by the Authorised Signatory)

To,

The Additional Chief Secretary,
Maharashtra Agency for Holistic International Mobility & Advancements (MAHIMA),
1st Floor, Elphinstone Technical High School Campus,
Mahapalika Marg, Dhobi Talao, Mumbai - 400001.

Subject: Declaration Regarding Conflicting Activities and Conflict of Interest - Selection of an Executive Search Firm for Recruitment of Personnel for Maharashtra Agency for Holistic International Mobility & Advancements (MAHIMA).

Sir/Madam,

We, M/s _____, having our registered office at _____, hereby submit the following declaration in accordance with the conflict-of-interest requirements of the RFP:

1. **Conflicting activities:** Except as expressly disclosed below, neither our firm nor its associates, affiliates or group entities are engaged in activities or arrangements that constitute an actual, potential or perceived conflict of interest in relation to this procurement or the performance of the assignment.
2. **Relationships with officials:** Except as expressly disclosed below, neither our firm nor the proposed Key Experts have any business or family relationship with an official of MAHIMA or the Client who is directly or indirectly involved in:
 - Preparation of the Terms of Reference or bidding documents;
 - Evaluation of Proposals or selection of the Firm; or
 - Supervision or administration of the resulting Contract.
3. **Related entities:** We have disclosed below any parent, subsidiary, affiliate, associate or group entity engaged in overseas recruitment, labour mobility, staffing, migration, skilling or related activities, as required under the RFP.
4. **Independent and impartial performance:** We undertake to perform the Services objectively and impartially and shall not allow any other engagement, commercial interest or relationship to improperly influence candidate sourcing, assessment, recommendations or other responsibilities under the assignment.
5. **Continuing disclosure:** We shall promptly notify MAHIMA in writing of any actual, potential or perceived conflict of interest that arises or becomes known to us during the procurement process or execution of the Contract.
6. **Assessment and mitigation:** We understand that disclosure does not, by itself, constitute acceptance of a conflict by MAHIMA. We shall provide supporting information and comply with any mitigation measures approved or required by MAHIMA in accordance with the RFP.
7. **Accuracy and consequences:** We confirm that this declaration is true and complete to the best of our knowledge and belief. We understand that material misrepresentation, concealment of a relevant conflict or failure to comply with the conflict-of-interest requirements may result in

rejection of our Proposal, termination of the Contract or other action in accordance with the RFP and applicable requirements.

Details of Relationships, Activities or Interests Disclosed

If there are no disclosures, write "Nil". Attach additional sheets where necessary.

Sr. No.	Name of Entity / Person	Relationship with the Bidder	Relevant Activity / Interest / Relationship	Potential Effect on the Assignment	Proposed Mitigation Measures
1					
2					
3					

Authorised Signatory

Signature: _____

Name: _____

Designation: _____

Place: _____

Date: _____

Seal: _____

Annexure X: Non-Disclosure Agreement

(To be submitted by the Bidder as a Confidentiality Undertaking at the proposal stage. The Bidder shall execute the undertaking on its letterhead and through its Authorized Signatory.)

This Confidentiality Undertaking ("Undertaking") is made and submitted by: M/s. _____, a company / firm / entity incorporated or registered under applicable law, having its registered office at _____, hereinafter referred to as the "Bidder", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns.

The Bidder hereby undertakes to maintain the confidentiality of all Confidential Information disclosed or made available by the Maharashtra Agency for Holistic International Mobility & Advancements (MAHIMA), having its office at 1st Floor, Elphinstone Technical High School, Metro Chowk, Mahapalika Marg, Dhobi Talao, Mumbai – 400001, hereinafter referred to as the "Client", in connection with the Project.

WHEREAS

1. The Client has issued a Request for Proposal for "Selection of an Executive Search Firm for Recruitment of Personnel for Maharashtra Agency for Holistic International Mobility & Advancements (MAHIMA)", Tender Reference No. MAHIMA/SEEID/RFP-ES/2026-27/01 (the "Project"), the scope of which is specified in the RFP and associated documents.
2. The Bidder / Executive Search Firm has submitted / intends to submit a proposal for the Project and, for the purpose of participating in the procurement process and/or performing the Project, may receive or obtain access to certain confidential, proprietary, technical, operational, financial, administrative and other information belonging to or controlled by the Client.
3. The Bidder acknowledges that such information may include recruitment requirements, organizational structures, job descriptions, compensation information, candidate profiles and CVs, assessment records, interview proceedings, reference and background verification reports, selection decisions and other confidential or proprietary information relating to the Client or candidates.
4. The Bidder therefore undertakes to comply with the following terms and conditions for the protection of such Confidential Information.

1. DEFINITIONS

1.1 Confidential Information

"Confidential Information" means all information disclosed or made available by or on behalf of the Client to the bidder, whether before or after execution of this Undertaking, in connection with the Project, whether disclosed orally, in writing, electronically, digitally, visually, in machine-readable form or in any other form.

Confidential Information shall include, without limitation:

- a. Government data, records, documents and information;
- b. recruitment requirements, hiring priorities, job descriptions, eligibility criteria and competency frameworks;
- c. organizational structures, reporting relationships, workforce plans and internal staffing requirements;
- d. candidate applications, CVs, professional profiles, contact details and supporting documents;
- e. current and expected remuneration, approved salary ranges, compensation benchmarks and offer terms;

- f. candidate longlists, shortlists, waiting lists, comparative matrices and recruitment databases;
- g. interview schedules, panel deliberations, evaluation sheets, assessment results and selection recommendations;
- h. psychometric assessment results, reference checks, educational and employment verification, medical fitness documentation and police verification records, wherever applicable;
- i. search strategies, talent mapping reports, recruitment plans, progress reports and onboarding records;
- j. business processes, policies, procedures, internal systems and operational information of the Client;
- k. financial, procurement, contractual and administrative information;
- l. information concerning employees, beneficiaries, stakeholders or other persons associated with the Client;
- m. information received by the Client from third parties which the Client is required to treat as confidential;
- n. any information expressly identified as confidential; and
- o. any other information which, by its nature or the circumstances of its disclosure, a reasonable person would understand to be confidential.

1.2 Intellectual Property Rights

“Intellectual Property Rights” means patents, copyrights, trademarks, trade names, designs, trade secrets, know-how, software, databases, computer programs, source code, object code, documentation, technology, licenses and other intellectual property rights, whether registered or unregistered, and all rights relating thereto.

1.3 Purpose

“Purpose” means preparing and submitting a Proposal, participating in the selection process and, where the Contract is awarded, performing executive search and recruitment services for MAHIMA, strictly in accordance with the RFP and Contract.

2. USE AND PROTECTION OF CONFIDENTIAL INFORMATION

2.1 The bidder shall use Confidential Information solely for the Purpose and shall not use such information for any other purpose.

2.2 The bidder shall protect Confidential Information with at least the same degree of care that it applies to its own confidential information of a similar nature, and in no event less than reasonable care.

2.3 The Bidder shall restrict access to Confidential Information to its directors, officers, employees, proposed search team members, professional advisers and any third-party background and document verification agency permitted under the RFP, who:

- a. have a legitimate need to know such information for the Purpose; and
- b. are bound by confidentiality obligations no less protective than those contained in this Undertaking.

2.4 The bidder shall be responsible for any breach of confidentiality by persons to whom it provides access to Confidential Information, to the extent permitted by applicable law and the Contract.

2.5 The bidder shall not copy, reproduce, modify, extract, transmit, publish, disclose or distribute Confidential Information except to the extent necessary for the Purpose.

2.6 The bidder shall implement appropriate administrative, technical and organizational safeguards to prevent unauthorized access, use, disclosure, alteration, loss or destruction of Confidential Information.

3. INFORMATION NOT COVERED BY CONFIDENTIALITY

Confidential Information shall not include information which the bidder can demonstrate through documentary evidence:

- a. is or subsequently becomes publicly available without breach of this Undertaking;
- b. was lawfully in the possession of the bidder before disclosure by the Client and was not subject to any confidentiality obligation;
- c. is lawfully obtained from a third party without breach of any confidentiality obligation;
- d. is independently developed by the bidder without use of or reference to the Client's Confidential Information; or
- e. is released from confidentiality by the prior written consent of the Client.

The burden of establishing the applicability of any of the above exceptions shall rest with the bidder.

4. DISCLOSURE REQUIRED BY LAW

If the bidder is required by law, court order, regulatory authority or other competent authority to disclose any Confidential Information, it shall, to the extent legally permissible:

- a. promptly notify the Client in writing before making such disclosure;
- b. provide reasonable assistance to the Client, at the Client's cost, in seeking protective measures; and
- c. disclose only that portion of the Confidential Information which is legally required to be disclosed.

5. SECURITY INCIDENT AND UNAUTHORIZED DISCLOSURE

5.1 The bidder shall immediately notify the Client upon becoming aware of any unauthorized access, use, disclosure, loss, theft or compromise of Confidential Information.

5.2 The bidder shall cooperate with the Client in investigating and mitigating the effects of any unauthorized disclosure or security incident.

5.3 The bidder shall take all reasonable measures necessary to prevent further unauthorized access, use or disclosure.

6. NON-DISCLOSURE AND PUBLICITY

6.1 The bidder shall not disclose Confidential Information to any person or entity except as expressly permitted under this Undertaking or with the prior written approval of the Client.

6.2 The bidder shall not make any press release, public announcement, advertisement, publication, social-media communication or other public communication relating to the Project, the Client, the recruitment process or this Undertaking without the prior written approval of the Client, except where disclosure is required by law.

7. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

7.1 Upon written request of the Client, or upon completion or termination of the Purpose, the bidder shall, as directed by the Client:

- a. cease using the Confidential Information;
- b. return the Confidential Information and copies thereof to the Client; or
- c. securely destroy the Confidential Information.

7.2 The Bidder shall provide a written Data Handover and Deletion Certificate within the period prescribed in the RFP, confirming the transfer of recruitment records and secure deletion of copies, subject to applicable legal retention requirements.

7.3 The bidder may retain copies only where required by applicable law or mandatory record-retention requirements, provided that such retained information remains subject to the confidentiality obligations of this Undertaking.

8. INTELLECTUAL PROPERTY AND OWNERSHIP

8.1 All Confidential Information shall remain the property of the Client or the respective third-party owner, as applicable.

8.2 Nothing in this Undertaking shall be construed as granting the bidder any ownership right, license or other intellectual property right in or to the Confidential Information, except the limited right to use such information solely for the Purpose.

8.3 Any intellectual property rights relating to deliverables developed under the Project shall be governed by the provisions of the RFP and the Contract.

9. TERM AND SURVIVAL

9.1 This Undertaking shall become effective from the date of execution and shall remain effective during the procurement process and, where the bidder is awarded the Contract, throughout the term of the Contract.

9.2 The obligations relating to confidentiality, non-use, protection of Confidential Information and restrictions on disclosure shall survive expiry or termination of this Undertaking and the Contract.

9.3 Confidential Information shall continue to be protected for five (5) years from the date of disclosure or for such longer period as may be required under applicable law, the Contract or the nature of the information.

9.4 Information constituting a trade secret, security credential, security-sensitive information, personal data or other information which is required by applicable law or the Contract to remain confidential shall continue to be protected for so long as such information remains confidential or as otherwise prescribed by applicable law or the Contract.

10. REMEDIES

10.1 The bidder acknowledges that unauthorized use or disclosure of Confidential Information may cause substantial harm to the Client for which monetary compensation may not be an adequate remedy.

10.2 Without prejudice to any other rights and remedies available under applicable law or the Contract, the Client shall be entitled to seek appropriate legal and equitable remedies in respect of any breach of this Undertaking.

10.3 The bidder shall promptly notify the Client of any actual or suspected breach and shall cooperate in taking reasonable measures to mitigate the consequences of such breach.

10.4 Any financial liability, contractual action or termination arising from a breach shall be governed by the applicable provisions of the Contract and the RFP, where applicable.

11. GENERAL

11.1 This Undertaking constitutes the understanding between the Parties with respect to confidentiality of information disclosed for the Purpose and shall be read together with the RFP and, where applicable, the Contract.

11.2 Any amendment or modification of this Undertaking shall be valid only if made in writing and signed by the Authorized Signatory of the Bidder and, where applicable, accepted in writing by the Client.

11.3 The Bidder shall not assign or transfer its rights or obligations under this Undertaking without the prior written consent of the Client, except as permitted under applicable law.

11.4 If any provision of this Undertaking is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

11.5 No waiver of any provision of this Undertaking shall be effective unless made in writing by the Party granting such waiver.

11.6 This Undertaking shall be governed by the laws of India.

11.7 The courts having jurisdiction as specified in the RFP / Contract shall have jurisdiction over matters arising from this Undertaking, subject to the dispute-resolution provisions applicable to the Project.

12. ENTIRE UNDERSTANDING

This Undertaking, together with the applicable provisions of the RFP and the Contract, constitutes the understanding between the Parties concerning the protection and use of Confidential Information in relation to the Purpose and supersedes prior discussions or understandings relating specifically to such confidentiality, to the extent inconsistent with this Undertaking.

DECLARATION AND UNDERTAKING

We, M/s. _____, hereby confirm that we have read and understood the provisions of this Confidentiality Undertaking and undertake to comply with all confidentiality, non-use, information-security and non-disclosure obligations contained herein in relation to the Project and the Confidential Information made available by the Client.

For and on behalf of the Bidder

Authorized Signatory

Signature: _____

Name: _____

Designation: _____

Place: _____

Date: _____

Seal: _____

Annexure XI: Details of Past Debarment & Restoration of Eligibility
(To be printed on the Bidder's company letterhead and signed by the Authorized Signatory)

To,

The Additional Chief Secretary,
Maharashtra Agency for Holistic International Mobility & Advancements (MAHIMA),
1st Floor, Elphinstone Technical High School Campus,
Mahapalika Marg, Dhobi Talao, Mumbai - 400001.

Subject: Disclosure of Past Debarment and Current Eligibility Status - Selection of an Executive Search Firm for Recruitment of Personnel for Maharashtra Agency for Holistic International Mobility & Advancements (MAHIMA).

Dear Sir/Madam,

In accordance with the requirements of the RFP and in the interest of transparency, we, M/s. _____, hereby provide the following details regarding any past debarment / blacklisting and, where applicable, the subsequent restoration of our eligibility.

A. DETAILS OF PAST DEBARMENT / BLACKLISTING

If the Bidder has no past debarment or blacklisting to disclose, state "Nil". Where applicable, provide a separate table for each instance and enclose the relevant orders and supporting documents.

Sr. No.	Item Description	Details
1	Issuing Authority	Name of the Department / Organization / Authority that issued the debarment / blacklisting order
2	Reference / Order No. and Date	Order / Notification / Reference No. and date
3	Reason for Order	Briefly state the reason for the debarment / blacklisting
4	Period of Debarment / Blacklisting	From: _____ To: _____
5	Current Status	Debarment / blacklisting period expired / eligibility restored / other applicable status
6	Restoration / Eligibility Proof	Reference to restoration order, if applicable, or evidence of expiry of the debarment period
7	Remarks	Any additional relevant information

If there is more than one instance of past debarment / blacklisting, a separate table shall be provided for each instance.

B. DECLARATION OF CURRENT ELIGIBILITY

We hereby declare that:

1. We have read and understood the applicable requirements relating to debarment / blacklisting of firms and bidders as specified in the RFP and applicable Government guidelines.
2. We have disclosed all relevant past debarment / blacklisting details required under the RFP.
3. Where past debarment / blacklisting has been disclosed, we confirm that the applicable period has expired or our eligibility has been restored, subject to any conditions prescribed by the issuing authority. Supporting evidence is enclosed.

4. As on the Bid Submission Deadline, our firm is not subject to any active debarment / blacklisting order that renders it ineligible to participate in this procurement under the RFP. Disclosure of an active order shall not, by itself, waive any eligibility requirement.
5. We confirm that our firm is eligible to participate in the RFP in accordance with the eligibility and qualification requirements specified therein.
6. We undertake to promptly inform the Client if any event occurs after submission of the proposal and before award of the Contract that materially affects our eligibility under the RFP.
7. The information provided in this declaration and the documents submitted in support thereof are true, complete and correct to the best of our knowledge and belief.

We understand that disclosure of past debarment / blacklisting or submission of evidence of restoration does not automatically establish eligibility. MAHIMA shall determine eligibility in accordance with the requirements of the RFP.

We understand that any misrepresentation, concealment or submission of materially incorrect information regarding our debarment / blacklisting status may result in action in accordance with the provisions of the RFP and applicable law, including rejection of the proposal or other contractual action, as applicable.

Authorized Signatory

Signature: _____

Name: _____

Designation: _____

Place: _____

Date: _____

Seal: _____

Annexure XII: Format for Submission of Pre-Bid Queries

(To be printed on the bidder's company letter head, signed by Authorized Signatory)

Request for Clarification					
Name and Address of the Organization submitting request					
Name and Position of Person submitting request					
Contact Details of the Organization /Authorized Representative				Mobile:	
				Tel:	
				e-Mail:	
Sr. No.	RFP Page No.	Clause No.	Clause Title	Query / Clarification Sought	Justification / Suggested Modification

Authorized Signatory

Signature: _____

Name: _____

Designation: _____

Place: _____

Date: _____

Seal: _____

Annexure XIII: Contract Agreement Form

(To be executed on non-judicial stamp paper of ₹500/-, duly notarized in accordance with the applicable Stamp Act. The stamp paper shall be in the name of the company/firm executing the Contract Agreement)

CONTRACT AGREEMENT

This Contract Agreement (hereinafter referred to as the “Contract”) is made and entered into on this ____ day of _____, 20____, at _____, Maharashtra, India.

BETWEEN

Maharashtra Agency for Holistic International Mobility & Advancements (MAHIMA), having its office at 1st Floor, Elphinstone Technical High School, Metro Chowk, Mahapalika Marg, Dhobi Talao, Mumbai – 400001, hereinafter referred to as the “Client”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns, of the First Part;

AND

M/s. _____, a company / firm / entity incorporated or registered under applicable law, having its registered office at _____, hereinafter referred to as the “Executive Search Firm”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns, of the Second Part.

The Client and the Executive Search Firm are hereinafter individually referred to as a “Party” and collectively as the “Parties.”

WHEREAS:

(a) The Client has issued a Request for Proposal for “Selection of an Executive Search Firm for Recruitment of Personnel for Maharashtra Agency for Holistic International Mobility & Advancements (MAHIMA)”, Tender Reference No. MAHIMA/SEEID/RFP-ES/2026-27/01 (hereinafter referred to as the “Project”);

(b) The Executive Search Firm has submitted its proposal in response to the RFP and, having represented that it possesses the requisite technical expertise, professional capabilities, experience, resources and infrastructure, has been selected by the Client for undertaking the Project in accordance with the terms and conditions of the RFP and this Contract;

(c) The Executive Search Firm has agreed to undertake position analysis, job description finalisation, talent mapping, candidate sourcing, screening and assessment, shortlisting, interview facilitation, reference and background verification, offer and onboarding support, post-placement follow-up and replacement services, in accordance with the Scope of Work, deliverables, timelines and other requirements specified in the RFP and this Contract;

(d) The Parties intend to record the terms and conditions governing their respective rights and obligations in relation to the Project through this Contract.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Parties agree as follows:

1. INTEGRAL DOCUMENTS

The following documents, together with this Contract, shall be deemed to form and be read and construed as an integral part of this Contract:

(a) The Request for Proposal (RFP), including all amendments, corrigenda, clarifications and addenda issued by the Client;

(b) The Conditions of Contract;

(c) The Scope of Work / Terms of Reference, including recruitment requirements, deliverables and timelines;

- (d) The Executive Search Firm's Technical Proposal, including the accepted Approach, Methodology and Work Plan;
- (e) The Executive Search Firm's Financial Proposal;
- (f) The milestone-based payment schedule specified in Section 13.2 of the RFP, together with the payment provisions for replacement cases under Section 14;
- (g) Performance Security / Performance Bank Guarantee;
- (h) The approved Master Hiring Plan, including the hiring sequence, recruitment timelines, team deployment and reporting arrangements;
- (i) Non-Disclosure Agreement and other undertakings / declarations submitted and accepted under the RFP, wherever applicable;
- (j) The Letter of Award issued by MAHIMA and accepted by the Executive Search Firm;
- (k) Any other document expressly identified in the RFP or Contract as forming an integral part of the Contract.

In the event of any inconsistency among the Contract documents, the following order of precedence shall apply:

- a. Duly executed amendments to the Contract, with the latest amendment prevailing;
- b. This Contract Agreement;
- c. The Letter of Award, to the extent consistent with the RFP;
- d. The RFP, including its Conditions of Contract, Scope of Work and Annexures, as modified by published corrigenda, addenda and clarifications, with the latest applicable modification prevailing;
- e. The accepted Financial Proposal;
- f. The accepted Technical Proposal; and
- g. The approved Master Hiring Plan.

The Master Hiring Plan shall not modify the scope, fee percentages, payment conditions or other contractual requirements except through a duly executed Contract amendment

2. MUTUAL RIGHTS AND OBLIGATIONS

The mutual rights and obligations of the Client and the Executive Search Firm shall be as set forth in this Contract and its integral documents.

In particular:

- (a) The Executive Search Firm shall perform the Project in accordance with the provisions of this Contract, the RFP, Scope of Work, approved deliverables, agreed timelines, applicable service levels and instructions issued by the Client in accordance with the Contract.
- (b) The Executive Search Firm shall deliver the recruitment services specified in the RFP, including the services described in recital (c) above, and fulfil the applicable shortlist, waiting-list and replacement-guarantee requirements.
- (c) The Executive Search Firm shall comply with the approved candidate eligibility and assessment criteria, recruitment procedures, confidentiality, candidate-consent, data-protection and ethical-conduct requirements specified in the RFP and Contract.
- (d) The Client shall provide such information, access, approvals, decisions and other inputs as are expressly identified as Client responsibilities under the RFP and Contract.
- (e) The Client shall make payments to the Executive Search Firm in accordance with the payment terms, milestones and conditions specified in the Contract, subject to satisfactory performance and acceptance of the applicable deliverables.

3. CONTRACT VALUE

The estimated Contract Value, excluding GST, shall be INR_____ (Rupees _____ only), calculated by applying the accepted tier-wise professional fee percentages to MAHIMA's approved annual CTC estimates for the respective vacancies.

The accepted professional fee percentages are:

Recruitment Tier	Accepted Professional Fee as a Percentage of Annual CTC
Tier 1 - Senior Leadership	____%
Tier 2 - Program Managers & Specialists	____%
Tier 3 - Entry Level	____%

Actual professional fees shall be calculated by applying the accepted percentage for the relevant tier to the selected candidate's annual CTC, determined in accordance with the RFP and the remuneration approved by MAHIMA. The estimated Contract Value shall not, by itself, establish an entitlement to payment.

The professional fees shall include all costs of performing the Services, including third-party background and document verification and replacement searches required under the RFP. No separate reimbursement shall be payable except where expressly permitted under the Contract.

Applicable GST shall be payable separately in accordance with prevailing statutory provisions. The Contract Value shall be inclusive of all other applicable costs, charges, duties, levies and expenses, except those expressly identified as separately payable under the RFP and Contract.

No additional payment shall be admissible for any activity, service, deliverable or obligation already included in the approved Scope of Work and accepted Contract Value, except through a duly approved contract amendment or change request in accordance with the provisions of the Contract.

4. COMMENCEMENT AND CONTRACT PERIOD

The Effective Date shall be _____, being the commencement date expressly agreed by the Parties.

The Contract shall remain valid for 12 months from the Effective Date, unless terminated earlier or extended in accordance with the RFP and Contract.

The Executive Search Firm shall complete the Project within the timelines specified in the approved Master Hiring Plan and Contract, subject to provisions relating to extension of time, force majeure or other circumstances expressly provided under the Contract.

5. PERFORMANCE OF SERVICES

The Executive Search Firm shall perform the services and deliver the required outputs in accordance with:

- the Scope of Work and approved Job Descriptions;
- approved candidate eligibility criteria and competency frameworks;
- the approved Master Hiring Plan and recruitment milestones;
- prescribed shortlist, assessment and verification requirements;

- e. confidentiality, candidate-consent and data-protection requirements;
- f. interview coordination, offer support and onboarding requirements;
- g. post-placement support, waiting-list and replacement obligations; and
- h. all other applicable provisions of the RFP and Contract

6. PAYMENT

6.1 Payments shall be released separately for each vacancy in accordance with Section 13.2 of the RFP, subject to written acceptance of the corresponding deliverables by MAHIMA.

6.2 The professional fee payable for each vacancy shall be released against the following milestones:

Sr. No.	Payment Milestone	Percentage
1	Kick-off and launch of the search after approval of the Job Description / search brief	20%
2	Submission of an acceptable shortlist in accordance with the RFP	20%
3	Acceptance of the offer by the selected candidate and successful joining	30%
4	Completion of six months of service with MAHIMA by the placed candidate, confirmed in writing by MAHIMA	30%
Total		100%

For milestones payable before the selected candidate's annual CTC is finalized, the professional fee shall be provisionally calculated using MAHIMA's approved annual CTC estimate for the relevant vacancy and the contracted tier-wise professional fee percentage. Upon successful joining, the fee shall be recalculated using the selected candidate's approved annual CTC. Any difference shall be adjusted against subsequent payments, and any excess payment remaining shall be refunded by the Firm.

6.3 The milestone percentages shall be applied to the professional fee payable for the relevant vacancy, excluding GST. Applicable GST shall be payable separately.

6.4 Payments shall be released subject to satisfactory completion and written acceptance of the relevant milestone and submission of the required invoice and supporting documents.

6.5 Replacement cases shall be governed by Section 14 of the RFP. Payments already released for a vacancy shall be credited against the fee for that vacancy, and milestones already paid shall not become payable again for a replacement candidate.

6.6 Payments shall be subject to submission of valid invoices, supporting documents, milestone completion reports, acceptance certificates, and other documents as may be required under the Contract.

6.7 Applicable statutory deductions, penalties, recoveries or other amounts payable by the Executive Search Firm shall be adjusted against the relevant payments in accordance with the Contract.

6.8 No payment shall become due merely upon expiry of the indicative milestone timeline. Payment shall be linked to actual completion and acceptance of the applicable milestone.

6.9 Any change in the approved Scope of Work, deliverables, Contract Value or payment schedule shall require prior written approval of the competent authority and execution of the necessary contract amendment in accordance with the applicable provisions of the Contract.

7. CONFIDENTIALITY AND DATA PROTECTION

The Executive Search Firm shall maintain confidentiality of all information, data, documents, credentials, technical information, Government information and other Confidential Information accessed or received in connection with the Project.

The Executive Search Firm shall comply with the Non-Disclosure Agreement and all applicable confidentiality, information-security and data-protection requirements specified in the RFP and Contract.

8. INTELLECTUAL PROPERTY RIGHTS

The ownership, use and handover of candidate records, recruitment databases, assessment reports, search strategies, market intelligence reports and other deliverables shall be governed by the intellectual-property and data-handover provisions of the RFP and Contract.

Nothing in this Contract shall be construed as granting either Party any rights inconsistent with the applicable intellectual-property provisions contained in the Contract.

9. PERFORMANCE SECURITY

The Executive Search Firm shall furnish and maintain a Performance Bank Guarantee equivalent to 5% of the estimated Contract Value, calculated and maintained in accordance with Section 17.3 of the RFP, in the format prescribed in Annexure XIV. The initial PBG amount shall be INR_____, with validity and claim dates as specified in the Guarantee and consistent with the RFP.

10. TERMINATION

The Contract may be terminated in accordance with the termination provisions specified in the Conditions of Contract.

Such termination shall not prejudice any rights, obligations, liabilities or remedies accrued by either Party prior to the effective date of termination.

11. DISPUTE RESOLUTION AND GOVERNING LAW

The Parties shall resolve disputes arising out of or relating to this Contract in accordance with the dispute-resolution mechanism specified in the Conditions of Contract.

This Contract shall be governed by and construed in accordance with the laws of India.

The jurisdiction of courts shall be as specified in the RFP / Conditions of Contract.

12. AMENDMENT

No amendment, modification or variation of this Contract shall be valid unless made in writing and executed by the duly authorized representatives of both Parties in accordance with the applicable provisions of the Contract.

13. ENTIRE AGREEMENT

This Contract, together with the documents identified as integral documents under Clause 1, constitutes the entire agreement between the Parties in relation to the Project and supersedes any

prior understanding or communication relating to the same, to the extent provided under the Contract.

IN WITNESS WHEREOF

The Parties hereto have caused this Contract to be executed by their duly authorized representatives on the date and at the place first mentioned above.

For and on behalf of the Client

Maharashtra Agency for Holistic International Mobility & Advancements (MAHIMA)

Government of Maharashtra

Signature: _____

Name: _____

Designation: _____

Place: _____

Date: _____

Official Seal

For and on behalf of the Executive Search Firm

M/s. _____

Signature: _____

Name: _____

Designation: _____

Place: _____

Date: _____

Company Seal

IN THE PRESENCE OF WITNESSES

Witness 1

Signature: _____

Name: _____

Address: _____

Witness 2

Signature: _____

Name: _____

Address: _____

Note: This Contract Agreement Form is indicative and shall be finalized and executed in accordance with the final RFP, Conditions of Contract and applicable legal requirements.

Annexure XIV: Bank Guarantee Format for Performance Security

(To be executed on non-judicial stamp paper of ₹500/-, duly notarized in accordance with the applicable Stamp Act. The stamp paper shall be in the name of the company / firm on whose behalf the Bank Guarantee is being furnished.)

Bank Guarantee No.: _____

Date: _____

Validity up to: _____

Claim Period up to: _____

To,

The Additional Chief Secretary,

Maharashtra Agency for Holistic International Mobility & Advancements (MAHIMA),

1st Floor, Elphinstone Technical High School Campus,

Mahapalika Marg, Dhobi Talao, Mumbai - 400001.

Maharashtra Agency for Holistic International Mobility & Advancements (MAHIMA) is hereinafter referred to as the "Client".

Subject: Bank Guarantee for Performance Security.

Reference: Contract No. _____ dated _____

Project: Selection of an Executive Search Firm for Recruitment of Personnel for Maharashtra Agency for Holistic International Mobility & Advancements (MAHIMA).

Tender Reference No.: MAHIMA/SEEID/RFP-ES/2026-27/01.

WHEREAS:

A. M/s. _____, having its Registered / Head Office at _____, (hereinafter referred to as the "Executive Search Firm", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns) has been awarded the Contract No. _____ dated _____ for "Selection of an Executive Search Firm for Recruitment of Personnel for Maharashtra Agency for Holistic International Mobility & Advancements (MAHIMA)" (hereinafter referred to as the "Contract").

B. The Client has stipulated that the Executive Search Firm shall furnish an unconditional and irrevocable Performance Bank Guarantee issued by a Nationalized Bank or Scheduled Commercial Bank for an amount equivalent to 5% of the estimated total contract value, calculated in accordance with Section 17.3 of the RFP and specified in the Letter of Award, as security for the due performance of the Firm's obligations under the Contract.

C. We, _____, having our Head Office at _____ (hereinafter referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), have agreed to issue this Bank Guarantee at the request of the Executive Search Firm.

NOW, THEREFORE:

We hereby affirm that we are the Guarantor and are responsible to the Client on behalf of the Executive Search Firm up to an aggregate maximum amount of INR_____ (Rupees _____ only), being the Performance Security amount specified in the Letter of Award.

The Client's written demand shall be conclusive for the purpose of invoking this Bank Guarantee, subject to the terms thereof, notwithstanding any dispute between the Client and the Executive Search Firm or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We hereby waive the necessity for the Client to first demand or proceed against the Executive Search Firm before making a demand upon the Bank under this Bank Guarantee.

1. UNCONDITIONAL AND IRREVOCABLE GUARANTEE

The Bank hereby undertakes that this Bank Guarantee is unconditional and irrevocable and shall remain in full force and effect in accordance with its terms.

The Bank shall not revoke this Bank Guarantee during its validity period without the prior written consent of the Client.

2. CONTINUING LIABILITY

The liability of the Bank under this Bank Guarantee shall not be affected or discharged by:

- a. any change in the constitution, ownership or legal status of the Executive Search Firm or the Bank;
- b. any extension of time granted by the Client to the Executive Search Firm;
- c. any variation, amendment, modification or alteration to the terms of the Contract;
- d. any forbearance, indulgence or concession granted by the Client to the Executive Search Firm; or
- e. any dispute between the Client and the Executive Search Firm relating to the Contract.

The Bank hereby waives notice of any such change, extension, variation, amendment, modification, forbearance or concession.

3. EXTENSION OF VALIDITY

In the event of any extension of the Contract beyond the initial Contract Period, the Executive Search Firm shall arrange for extension of the validity of this Bank Guarantee for such additional period as may be required under the Contract.

The Executive Search Firm shall arrange and submit the Bank's written extension of this Guarantee within the period required by MAHIMA. The extension shall be evidenced by an amendment issued by the Bank specifying the revised validity and claim-expiry dates. A request for extension shall not, by itself, constitute an extension of the Guarantee.

4. INVOCATION OF GUARANTEE

The Bank shall make payment under this Bank Guarantee upon receipt of a written demand from the Client stating that the Executive Search Firm has failed to perform or has otherwise defaulted in fulfilling its obligations under the Contract.

The Bank shall make such payment without requiring the Client to establish or prove the actual amount of loss or damage suffered by the Client, subject to the maximum liability of the Bank under this Bank Guarantee.

5. VALIDITY AND CLAIM PERIOD

This Bank Guarantee shall remain valid up to and including six (6) months beyond the expiry of the applicable Contract Period, including any extension thereof, in accordance with the terms of the Contract.

Claim Period up to: _____

Any claim under this Bank Guarantee must be received by the Bank at the branch specified below on or before the applicable claim-expiry date.

Upon expiry of the claim period, the Bank shall stand discharged from all liabilities under this Bank Guarantee, provided that no valid claim has been received by the Bank within the prescribed period.

6. PLACE OF PRESENTATION OF CLAIM

All claims / demands under this Bank Guarantee shall be served upon the Bank at:

Name of Bank: _____

Branch: _____

Address: _____

Email / Official Communication Address: _____

The Bank shall acknowledge and process a valid claim in accordance with the terms of this Bank Guarantee.

7. NO DISCHARGE BY CHANGE IN CONTRACT

No change, addition, modification or variation in the terms of the Contract or any of the Contract documents made between the Client and the Executive Search Firm shall, in any manner, release the Bank from any liability under this Bank Guarantee.

The Bank hereby waives notice of any such change, addition, modification or variation.

8. LIMIT OF LIABILITY

The total liability of the Bank under this Bank Guarantee shall not exceed:

INR ₹ _____/-

(Rupees _____ only).

9. GOVERNING TERMS

This Bank Guarantee shall be governed by and construed in accordance with the applicable laws of India.

Any matter relating to this Bank Guarantee shall be subject to the applicable jurisdiction and legal provisions specified in the Contract, to the extent applicable.

10. CONFIRMATION BY THE BANK

We confirm that this Bank Guarantee has been issued by an authorized officer of the Bank and shall be binding upon the Bank in accordance with its terms.

FOR AND ON BEHALF OF THE BANK

Signature of Authorized Officer: _____

Name: _____

Designation: _____

Employee / Officer ID: _____
Date: _____
Place: _____
Bank Seal
Name of Bank: _____
Name of Branch: _____
Address of Branch: _____
Contact Details: _____
Email: _____

IMPORTANT DETAILS

Bank Guarantee No.: _____
Date of Issue: _____
Amount of Guarantee: INR _____, equivalent to 5% of the estimated total contract value calculated under Section 17.3 of the RFP and specified in the Letter of Award.
Validity Date: _____ (six (6) months beyond the expiry of the applicable Contract Period)
Claim Expiry Date: _____
Name of Beneficiary: Maharashtra Agency for Holistic International Mobility & Advancements (MAHIMA), Government of Maharashtra

Note: This Bank Guarantee format is indicative and shall be finalized in accordance with the final RFP, Conditions of Contract, applicable banking requirements and the terms specified by the Client. In case of any extension of the Contract Period, the validity of the Bank Guarantee shall be extended accordingly.

END OF DOCUMENT