

**COMPENDIUM ON
MID-TERM EVALUATION
OF
NATIONAL FOOD SECURITY MISSION**

- 1. EOI Advertisement**
- 2. EOI Documents**
- 3. REQUEST FOR PROPOSAL**
- 4. Form for award of contract**

Friday, January 15, 2010

**AGRI-BUSINESS GROUP
NATIONAL PRODUCTIVITY COUNCIL
5-6, LODHI ROAD, NEW DELHI-110 003
<http://www.npcindia.org>**

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ACRONYMS

CBA:	Cost Benefit Analysis.
CQCCBS:	Combined Quality <i>cum</i> Cost Based Selection.
CSC:	Consultancy Selection Committee.
CMC:	Consultancy Monitoring Committee.
EC:	Evaluated Cost.
EOI:	Expression of Interest.
ICDP (Cereals):	Integrated Cereals Development Programmes in rice/wheat/coarse cereals based cropping Systems.
ISOPOM:	Integrated Scheme of Oilseeds, Pulses, Oil palm & Maize.
LEC:	Lowest Evaluated Cost.
LOI:	Letter of Invitation.
MTE:	Mid-term evaluation.
NFSM:	National Food Security Mission.
RfP:	Request for Proposal.
SWOT:	Strength, Weakness, Opportunities & Threat.

PART-I

PERSPECTIVE OF EVALUATIONS

PERSPECTIVE OF EVALUATIONS

1. Definition of evaluation:

Evaluation is defined variously, depending on the subject matter, applied methodology or the application of its results. In general, the definition of evaluation can be stated as “judgement on the value of a public intervention with reference to defined criteria of this judgement”. The most frequently used criteria are:-

- its conformity with the needs (of the sector, beneficiaries);
- relevance;
- efficiency; and
- impact and sustainability of its effects.

More general meaning of the term “evaluation”, emphasises its utilitarian character, defining evaluation as a systematic survey of values or features of a given programme, activity or an object, taking into consideration the adopted criteria to enhance, improve or understand them better. Evaluation always is the study with an objective. The lack of the precisely defined evaluation objective calls its reasonableness into question. One of the most crucial evaluation objectives is to provide the people ordering the evaluation with reliable and properly substantiated data that will enable them to make decisions.

The evaluation is carried out to establish the efficiency of the interventions adopted in the mission as well as to estimate its impact with reference to aims, and also the analysis of impact on specific problems. This statement tells us to treat evaluation as a tool for planning and managing developmental assistance as well as an element of the system supporting an effective use of those funds.

To understand properly the essence of evaluation studies, it is necessary to emphasize, that evaluation is sometimes associated and/or taken for control, audit or monitoring. These terms should not be identified with evaluation, although they can be (in specific cases) a tool for updating the data collected during evaluation as well as for the needs of analyses carried out during evaluation.

The explanations of terms: control, audit, monitoring are presented below.

- **Audit** is the verification of compliance of the use of resources (mostly financial) with the binding legal regulations and specific standards e.g. the rules governing the use of assistance. Information obtained from the audit can be used in evaluation for

estimating efficiency of an intervention and also as the comparative data for other similar enterprises.

- **Control**, like audit, can refer to the financial and legal aspects of a given project implementation. Moreover it can also apply to a study of organisational and managing processes. As opposed to audit, which as a rule has an overall and comprehensive character, control can have a fragmentary character and apply to one aspect of the institution's operation, e.g. the procedures of implementing outcome based technologies.

- **Monitoring** - "regular gathering and examination of quantitative and qualitative data on projects and whole programme implementation with regard to financial and physical issues, the objective of which is to ensure the compliance of the project and programme implementation with the guidelines and objectives approved beforehand". Monitoring is usually conducted simultaneously with the implemented intervention and is designed for verifying this process, particularly the achievement of assumed outputs and results of the undertaken measures as well as inputs mobilised for their implementation.

2. Types of evaluations: Evaluation types can be classified applying various criteria. One of them is time when evaluation is carried out with respect to the implementation of a programme (ex-ante or Pre-program evaluation for preparatory analysis, mid-term evaluation and ex-post or end term evaluation). Another criterion is the "location" of those who conduct evaluation and their dependence on the programme executors. If evaluation is conducted by an independent agency, then we talk about the external evaluation. This evaluation is assumed to guarantee independence of judgements and opinions. Its advantage is the fact that it is carried out by agencies specialising in this kind of activity, and that ensures professionalism of the services provided. This evaluation can be subject to risk of inappropriately formulated conclusions and recommendations made by evaluators, resulting from the lack of an in-depth knowledge of institutions involved in the implementation of an evaluated project.

In case of evaluation conducted by people directly or indirectly connected with the administration responsible for a project, we talk about the internal evaluation. Owing to this relation knowing the specificity of a given institution can be used during evaluation and because of that formulated recommendations can be more useful. On the other hand however, the main accusation of this type of evaluation is its lack of appropriate objectivity at analyses and data interpretation

as well as the lack of trained personnel, who beside their everyday duties related to work in an institution, could engage in evaluation tasks.

The provisions relating to evaluation as contained in the “Operational guidelines of NFSM” enumerates three types of evaluation namely; Ex-ante evaluation (**baseline survey-para 10.1**), concurrent evaluation (**para 10.2**), mid-term evaluation (**para 10.3**) and End Term evaluation or Ex-post evaluation (Impact evaluation-**para 10.4**).

-Pre-program (Ex-ante evaluation): It shall form part of drawing up development program and aim to optimize the allocation of budgetary resources and improve programming quality. It shall identify and appraise medium and long-term needs, the goals to be achieved, the results expected, the quantified targets particularly in terms of impact in relation to the baseline situation.

-Concurrent evaluation: It is concerned with how the program is delivered. It deals with things such as when the program activities occur, where they occur, and who delivers them. Thus, it involves the evaluation of all the activities undertaken to achieve the program objectives. The information generated through this evaluation can be used for improving the implementation of the program by focussing on mid-season /term correction. It is also referred as “formative” or “process” evaluation.

-Mid-term evaluation: It is the evaluation performed towards the middle of the implementation of an intervention. This evaluation critically considers the first outputs and results, which enable assessing the quality of programme implementation. It is essential for the assessment of the assumptions made during the preparation stage, particularly objectives and agreed indicators as well as the current context of the implementation. This is especially crucial, as a change in socio-economic conditions can make the initial diagnosis that was the starting point for the implemented intervention, outdated. As a consequence, the results of this evaluation may contribute to certain modifications to the implementation of an intervention and to up-dating the adopted assumptions. The mid-term evaluation is to a large extent based on the data derived from the monitoring system and its quality depends on the scope and reliability of monitoring data.

Within the mid-term evaluation, the following issues should be particularly taken into consideration:-

- (1) the analysis of the results of previous evaluations, that can provide the crucial data with regard to the intervention being evaluated;

- (2) the repeated (updated) assessment of the relevance of the adopted strategy;
- (3) the examination of factors that have occurred and that can have an impact on the implementation process and the efficiency in achieving the original objectives;
- (4) the confirmation whether the objectives have been defined accurately with regard to currently existing needs, both of the sector and beneficiaries;
- (5) the assessment whether indicators are relevant as well as whether their additional modification would be necessary;
- (6) the assessment of the so-far effectiveness and efficiency, particularly the results achieved so far and also the progress in attaining objectives;
- (7) the assessment of the management quality of the project implementation;
- (8) the assessment of how reliable collected data are referring to products and the intervention results, including the monitoring system; and
- (9) providing useful information for making decision about the so-called performance reserve.

- **End Term evaluation (Ex-post evaluation):** The evaluation of an intervention after it has been completed. The End Term evaluation aims at examining long-lasting effects of a programme and their sustainability. It is worth noticing that some results of a programme impact will be visible only in the longer prospect, thus the assessment of intervention sustainability has sometimes the estimated character, taking into consideration only present conditions. The overall assessment of the effectiveness and efficiency of an intervention as well as its accuracy and utility are not of minor importance. The reference to agreed objectives and the verification to what extent they have been achieved is particularly crucial here. This evaluation comprises the examination of the anticipated effects, as well as the identification of the effects brought [evoked] by an intervention that have not been expected, and this is of great importance as ex-post evaluation not only recapitulates the implementation of an intervention, but also constitutes the source of useful information for planning future interventions.

3. Basic methods of evaluation surveys: During evaluation studies many methods can be applied. And usually in one survey more than one data collection method is used. This approach make possible to complement data gathered in one method with the data collected in another. It is profitable from the point of view of verification and thorough data collection. Data used in the evaluation process usually origin from many sources and are mutually set against one another or compared. This procedure is called triangulacy and is used in order to ensure reliability of data gathered, to collect the fullest intervention specific material and to define logically and methodologically proper conclusions. Triangulacy can be used for data collection methods (diversity of methods applied), but also for information resources (collecting information from different respondent groups). Abundant intervention specific material for the assessment and drawing conclusions is obtained, and it enables drawing up possibly objective analysis, which will take into consideration the point of view of different groups interested in the technology transfer modules.

Basic data collection and data analysis methods are discussed in the following elaboration.

3.1 Data collection methods: The most popular data collection methods for the evaluation needs are: documents analysis, individual interviews, questionnaires, focus groups, observation and groups techniques.

3.1.1 Document analysis: All types of documents, including documentation from units managing the project as well as reports on monitoring and other surveys, documents containing administrative data, can be analysed. The document analysis can provide the evaluator with information on the formal context of researched events; it allows learning the assumptions of the evaluated project and the results that have been achieved. It can be used successfully at the initial stage of research as the component supporting the preparation of field research, as it provides the preliminary information on the measures taken or planned and about their results. The advantage of this research method is documentation diversity and accessibility.

Despite the variety of data included in documents and their undoubtedly huge informative value, the application of this research method is connected with a risk of too simplified data interpretation and reckless generalizations. This can be due to the fact that data included in documents may be out-of-date or they may present the "one-dimensional" viewpoint e.g. the viewpoint of project executors. Thus, data of this type should be verified by means of information derived from other resources.

3.1.2 Individual interviews: This method can be used in all types and at all stages of evaluation. Its objective is to gather qualitative information and opinions

of persons involved in a particular programme - those in charge of designing programming documents, programme implementation, and its direct or indirect beneficiaries. Several forms of interview can be distinguished, each of which fulfils a different purpose: the informal conversation interview; the semi-structured, guide-based interview; and the structured interview (the most rigid approach), that is conducted with the use of the categorized in advance list of questions, and questions are asked in the same form and in the same order to all respondents. This kind of interview is used to decrease the differences in questions asked to various persons, and thereby increase the comparability of answers.

Owing to this technique the evaluator has the possibility to learn about all aspects of the researched project. He or she can touch upon complicated and detailed issues; at the same time it gives the interlocutor the possibility to express his or her opinion in his or her own words and to talk about things important from his or her point of view.

Weak points of this method are high expenses and that it is laborious work, as well as the complicated and time-consuming analysis. And this research method does not allow examining many respondents.

3.1.3 Questionnaire survey: This tool can be addressed to a larger group of respondents than interviews, and it can be undertaken and analysed relatively easily. The survey based on questionnaires consists of putting a series of standard questions in a structured format. The more a questionnaire is standardized, the larger number of closed questions it contains. And the interviewee is given predefined statements (descriptors) from which to choose. In case of a less standardised questionnaire, the respondent is free to formulate his or her answers as he or she wishes, as there are more open questions. A questionnaire can be undertaken by post, telephone, e-mail or face-to-face interview. This method is, however, characterized by small flexibility. The most important issues can be omitted and disregarded if the questionnaire contains no questions referring to these particular issues. The questionnaire survey is suited to the observation of the results and impacts of a programme. It is therefore likely to be reserved for ex-post and mid-term evaluations of simple and homogenous projects. The questionnaire tends to be less suited to complex projects.

3.1.4 Focus groups: The focus group is a well-established method of social inquiry, taking the form of structured discussion, moderated by the evaluator or researcher who supplies the topics or questions for discussion. The focus group makes it possible to bring together the different stakeholders in a programme (managers, operational staff, recipients or beneficiaries of services), for the mutual discussion and confrontation of opinions. It is especially useful for analysing themes or domains which give rise to differences of opinion that have

to be reconciled, or which concern complex questions that have to be explored in depth. The technique makes use of the participants' interaction, creativity and spontaneity to enhance and consolidate the information collected. Its advantage is group synergy effect, mutual discussion possibility and opinions confrontation. Because of the universal character, focus groups can be used at every stage of evaluation process and in all evaluation types.

3.1.5 Observation techniques: Observation assumes that evaluators collect data by the direct participation in the measures undertaken within a programme. The researcher goes to the place where the programme is implemented and because of that he or she can better understand the context in which measures are undertaken, and facing directly the programme implementation enables the evaluator to 'feel at home' with a given issue. A trained evaluator may also perceive such phenomena that – as they are obvious – escape others' attention, as well as issues that are not tackled by participants in interviews (like conflicts, sensitive). Observation enables the evaluator to exceed participants' selective perception. With this technique it is possible to present the versatile picture of the researched project that would not be possible using only questionnaires and interviews.

3.1.6 Group techniques: Various group techniques, used mostly during trainings and meetings for collecting feedback information from participants, may also be applied for data collection. They are easy to prepare and relatively little time-consuming. These methods are suitable for thematic evaluations (e.g. the evaluation of training).

4. Data analysis methods: Having collected data regarding the researched programme, the team of evaluators may take to the analysis of these data. Data analysis is a complex and complicated process, requiring the knowledge of suitable methods.

4.1 Statistical analysis: Data of quantitative nature concern numeric information. They are used in order to recognize the occurrence frequency distribution for the researched issue and to define the level of dependence between variables. Quantitative data are subject to statistical analysis and its rules. The nature and scope of analyses carried out depend on the scale according to which they were measured (nominal, ranging, quotient scale). Statistical inference enables verification of hypothesis defined on the basis of possessed data. Identifying a correlation between variables with their mutual causality is a mistake often made in statistical analyses. Causality in general meaning, cannot be proved statistically, although it might be strongly suggested.

4.2 Qualitative analysis: Qualitative data are not expressed in numbers and concern description, cognition and understanding of researched issues. They are

usually indispensable for the proper interpretation of quantitative information. Qualitative data interpretation is more complex as the researcher obtains a variety of poorly structured material. The researcher's task is to set it in order, with the purpose of finding regularities. Qualitative nature of surveys entails pressure on processes and meanings that are not subject to strict measure discipline in quantitative meaning.

4.3 Assessment methods: At the end of the evaluation process, methods the primary aim of which is to assess the programme results with reference to predefined criteria are used. The following can be applied: experts' panel and benchmarking, analysis techniques: SWOT analysis, cost-benefit analysis, cost-effectiveness analysis as well as econometric models: micro- and macro-economic.

4.4 Experts' panel: One of the most popular techniques used for estimating the impacts of a programme or project. It consists of collecting the knowledge of several independent experts in a researched domain, who on the basis of submitted documents and data will assess the impacts of a programme or project in the context of defined evaluation criterion. This method is recommended for assessing programmes that are not innovative and belong to public interventions of a technical nature. It can be useful for all types of evaluation. One restriction of this method is the subjectivism of judgements formed by experts.

4.5 Benchmarking: Benchmarking consists in assessing the effects of a programme via their comparison to the effects of similar programmes that are found model and may serve as examples of successful projects. Owing to comparison the strengths and weaknesses of a programme are identified and new solutions are searched in order to increase the quality of achieved objectives. Benchmarking is applied first of all in the ex-post evaluation. This method seems to be appropriate for preparing a programme or project for implementation.

4.6 SWOT analysis: It is the analysis of strengths and weaknesses of a given project as well as its opportunities and threats that originate from the external factors. Strengths and weaknesses are confronted with the external factors, that are out of the control of persons in charge of programme implementation, and which can have positive (opportunities) or negative (threats) impact on implementing the programme. The crucial task is to distinguish the factors that will make possible to develop strengths of a given programme, remedy (or reduce) its weaknesses, use existing and emerging opportunities and also to avoid predictable threats and dangers.

The use of SWOT analysis is particularly recommended for the ex-ante evaluation (it helps identify the most relevant strategic guidelines in relation to socio-economic development and to better planning of a programme). SWOT analysis is also used (SWOT analysis may also serve as a tool in the mid-term and ex-post evaluations (for assessing the relevance of the adopted strategy with reference to the present socio-economic circumstances as well as for identifying socio-economic changes within a region or sector).

4.7 Cost-benefit analysis: The aim of CBA is to determine whether the implementation of a programme is desirable, from the point of view of all groups concerned. It analyses positive and negative impacts of a programme (also potential ones), attributing them the financial value with regard to interests of various social groups. It serves to define potential effects of several alternative project ideas and on the basis of that the most profitable version can be chosen. The cost-benefit analysis is used mainly for the Pre-program (ex-ante) evaluation.

4.8 Cost-effectiveness analysis: Unlike cost-benefit analysis, this tool is used mainly for End Term (ex-post) evaluation. It consists in comparing net results of the programme with its total cost, expressed by the value of financial resources involved. Results are obtained by comparison of achieved results with the budget involved in their achievement.

4.9 Econometric models: Econometric models are used to describe and simulate the basic mechanisms of the regional, national or international economic system. Micro-economic models serve to judge the behaviour of households and companies in specific branches and on specific markets. Macro-economic models enable assessing the influence of assistance on functioning of the whole economy. They reflect functioning of the economy in the state of equilibrium and they compare two scenarios - one, that includes the assistance granted, and the other that does not include such assistance. Macro-economic models are used for the Pre-program (ex-ante) and End Term (ex-post) evaluations of major programmes that cover a region or the whole country.

5. Planning of evaluation: The evaluation process consists of several stages, the implementation of which guarantees the quality and utility of evaluation. The following operations connected with the proper preparation of the evaluation are crucial: defining its aims, its scope as well as adopted methodology of inference and assessment. Stages of the evaluation process are as follows:

- **Planning evaluation** - during which the needs and the initial scope of evaluation are analysed, taking into consideration available time and financial standing of the benefactor;
- **Designing evaluation** - during which expectations of the evaluation study are specified;
- **Data collection and analysis** - during which research is done and gathered data are analysed;
- **Reporting** - during which the evaluation results are presented in the form of a report and submitted to discussion and consultation. The scope of this confirmation may be restricted only to the benefactor ordering the survey or it may engage other parties, including persons involved in implementing the evaluated programme; and
- **Using evaluation results** - information presented in the evaluation report serves to make decisions the aim of which is to refine the evaluated project.

While planning evaluation the following issues, resulting from its definition and its functions, have to be remembered:

- **Utility of evaluation** - understood as its utility for the benefactor. It refers to submitting such information that can be used by the interested institution. The range of data the benefactor expects is usually presented in standard TOR and specified in the contract.
- **Feasibility of evaluation** - time frames and financial restrictions of a survey as well as resulting from them the scope and thoroughness of analysis. Another crucial issue influencing the feasibility of evaluation is the accessibility of information sources and persons who may give such information.
- **Ethics of survey** - refers to the way the data are gathered and used as well as to the evaluator's independence.
- **Correctness of methodology** - the research should be conducted according to the explicit rules, particularly those regarding the data collection as well as the adopted inference and analysis methodology. This principle is to ensure the high quality and credibility of results obtained.

Both the benefactor (e.g. by guarantying the proper time amount, the access to proper sources of information) as well as contractors (by possessing proper physical and human potential to fulfil the order) is responsible for complying with the above-mentioned standards of evaluation.

Planning evaluation consists of several stages, the most important are:

- defining the evaluation aims;
- selecting recipients; and
- formulating the evaluation project and that includes defining: the object of evaluation, key questions, evaluation criteria, research methods and sample as well as the form of a report.

And then:

- specifying the terms of reference; and
- choosing the evaluator.

Planning evaluation is a process that should be approached in a systemic way, being conscious that making some decisions entails specific consequences e.g. stating, that the primary evaluation aim is to improve the process of programme/project management, we automatically decide that the evaluation process itself has to be relatively rapid, so it really have the opportunity to provide suitable information in time allowing to use this information so as to introduce desirable changes. On the other hand, however, if we plan too arduous and long-lasting procedure for data collection and analysis, information supplied by the evaluation may be out-of-date and/or provided too late to change anything. Being aware of certain restrictions as far as the access to some data in concerned (e.g. the shortage of suitable documents or legal regulations, the appearance of administrative changes that prevent contacting some persons) enables modification of the aims in a significant manner, so they can be accomplished during evaluation.

One of the first questions to be posed when planning evaluation is what for evaluation is carried out. The answer to this question will define the evaluation objectives.

The main objective of evaluation is usually the research on the quality of projects, and as a consequence their improvement by supplying the information that serve to increase their effectiveness and efficiency. Evaluation enables identifying the strengths and weaknesses of a given project, it may point out arising problems, and it is a tool defining the degree of conformity in implementing the project with reference to agreed assumptions.

One of the most crucial aims of evaluation is to submit to ordering persons reliable and proper documentary evidence that will help them to improve the

management of the project and to assist the decision process, also in the aspect of improvement in allocating financial resources.

At the beginning of implementing evaluation its aims should be explicitly stated, so the question: what its findings will be used for, should be answered. Without defining the aim further measures in building the evaluation concept will actually be unfeasible.

Answering to this question, that is very crucial from the point of view of implementing the evaluation, we may use the mission's logic, that anticipates defining aims in terms of the mission's outcome (that means products and services produced by a programme) and its impact (that means social and economic changes arising after the mission implementation). The impact can have the character of immediate results or it can be observed in the longer period of time (then we talk about the influence of a programme/project). Many implemented evaluations just focus on examining the logic of programme measures. The basic research problem will be to trace how the inputs used by the programme lead to different outcomes and how these outcomes lead in turn to results and to wider influence of the programme/project. In other words: how programme achieves the detailed aims and in what way these detailed aims contribute to achieving the general objective. The evaluator's main task may be the estimation of a programme/project outcome and impact. At the stage of planning evaluation it is important to precise the level of the conducted survey, that is to define whether the implemented evaluation is supposed to concern only the programme outcome or it is supposed to expand its investigations on the aspects of results or even the influence of the programme/project.

Another crucial question, that is posed when planning the evaluation, is for whom this evaluation is performed. Defining the recipients of evaluation should take into consideration a few categories of stakeholders. One of the categories is the ordering body itself. Another one is made up of institutions/people, who have not commissioned the evaluation, but who will be interested in its results, these can be social partners, institutions/persons implementing programmes/projects, beneficiaries, and also other people being in direct or indirect contact with the evaluated activity. In this category institutions/persons that are made responsible for the arrangements reached on the basis of evaluation, are very special. At the stage of planning it has to be decided who will be the direct recipient of evaluation and to which stakeholders groups the evaluation results will be announced.

Planning evaluation and having settled (at least tentatively) issues concerning evaluation aims, its recipients and restrictions in data gathering, we can get down to the designing stage.

Designing evaluation project has more linear than systemic character, but practice shows that the evaluation project should also be considered as a whole. The choice of evaluation object directs us towards issues that have to be researched. The assessment of obtained information is only possible when criteria of this assessment are known. The formulation of key questions entails the necessity of choosing the appropriate research methods.

The evaluation project should thus include the following components:

- Description of an evaluation object
- Formulation of evaluation questions
- Definition of evaluation criteria
- Selection of research method and sample
- Definition of the report format

Each of these elements will be presented below.

- **Evaluation object:**

Issues concerned with defining the evaluation objects require a decision as to define evaluation scope. Almost everything can be evaluated, in any time and configuration, taking into consideration various contexts and points of view.

Owing to the multitude of options for implementing evaluation, at the initial stage of conducting the evaluation its object should be defined that is it has to be precisely stated what will be evaluated.

In case of complex and/or long-lasting projects the necessity appears to separate some areas from the whole programme/project and to focus on evaluating only the chosen area. Making the choice of the area of evaluation the stakeholders' viewpoint has to be taken into account. Focusing the interests on the most crucial issues will serve as the basis for formulating key questions that constitute the next stage in designing evaluation.

- **Key (evaluation) questions:**

Key questions, the answers to which are provided after the evaluation has been carried out, are formulated in rather general, but straightforward manner. These are not questions which will be directly asked to persons included in evaluation (though some of them may be posed directly), but these are such questions, the answers to which will be searched during the whole research process. These answers will constitute the background for the evaluation report. Seldom is there enough time, money and personnel to reply all questions that are crucial from the point of view of the implemented project. Defining priorities and selecting interesting research issues usually becomes the subject of negotiations between stakeholders and evaluators.

- **Evaluation criteria:**

Evaluation extends beyond the simple statement that a phenomenon has occurred. This phenomenon has to be assessed; however this assessment does not have the common sense character, but is based upon the criteria set in advance. Evaluation criteria determine standards, according to which a given project is evaluated. These criteria are directly connected to key questions; they should be formulated clearly and precisely. They create a kind of value system, to which evaluator refers at every stage of his or her research.

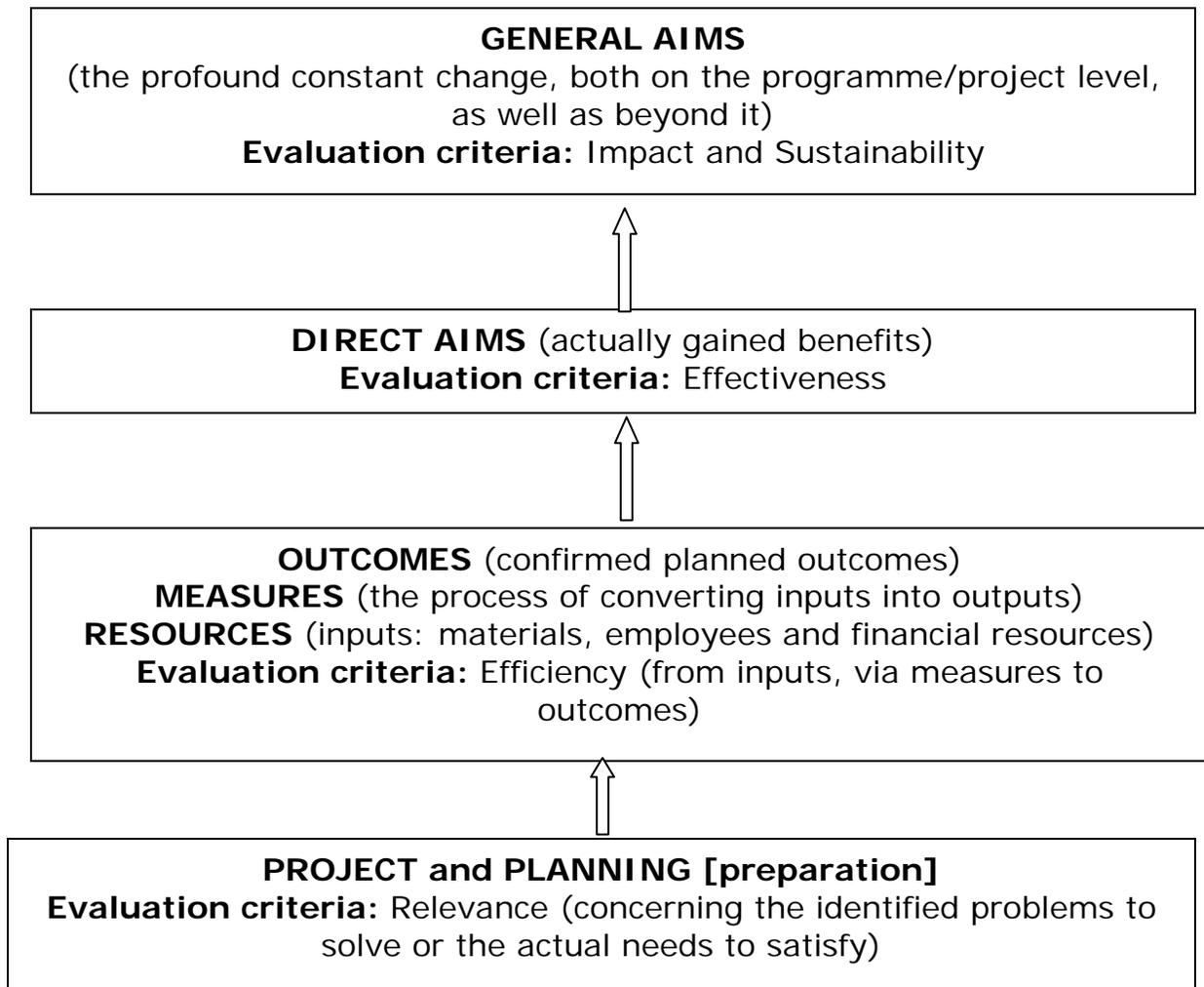
In contrast to key questions, which do not have the assessing character, evaluation criteria have distinctively appraising formula. They are a kind of prism, through which the evaluator will look upon the evaluated project, pointing out what is the most crucial from the point of view of the project essence, its objectives and results.

The stage of selecting the criteria requires the close cooperation between the evaluator and the person ordering the evaluation to define such criteria, which will constitute the basis for the assessment of the evaluated project.

The examples of the most frequently applied criteria *inter alias* are:

- **Relevance** - this criterion serves to assess to what extent the accepted programme objectives correspond to problems identified in the territory included in the programme and/or the real beneficiaries' needs.
- **Efficiency** - this criterion enable assessing whether the programme is economic, that is it examines relations between inputs (financial, human, administrative and temporal) and obtained outputs and effects.
- **Effectiveness** - it examines a degree to which objectives stated at the planning stage have been achieved.
- **Impact** – it examines the relation between the project aims and general aims, i.e. the extent to which the benefits gained by target beneficiaries exert a widespread impact on the larger number of people in a given sector, region or the whole country.
- **Sustainability** – it enables judging whether the positive effects of a given programme at the objective's level may persist once the external financing is held. It inquires a durability of the given project effects on the development process at the sector, region or country level in middle- and long-term perspective.

The diagram given below, presents which criteria are most useful during the evaluation of key elements placed on the logical framework of a project:



- **Selection of research method and research sample:** Methods of gathering information are selected with reference to territory, target groups, chances of implementation and also other factors involved in the particular issues connected with a given evaluation. The evaluator, as any social researcher, is obliged by strict methodological discipline with regard to relevance and reliability of methods applied and these methods should serve as a guideline when planning the process of data collection. At the stage of planning evaluation, the manner in which information will be gathered should be specified, e.g. carrying out interviews and observations or alternatively using the already existing sources (data bases, documents, and previous auto-evaluation data). The analysis of data should be planned and conducted in such a way, as to provide answers to key evaluation questions. Selecting the research sample, i.e. people to be included in the research; it should be considered who will be able to supply most exhaustive information on issues covered by evaluation.

- **Defining the report format:** The evaluation projects ends with determining the report format as well as to whom and when the completion report (or other reports scheduled within the implemented evaluation) will be submitted. The format of the report (or any other form of data presentation) has to be negotiated with the institution ordering evaluation. Apart from the format the approximate length and anticipated addressees of the report should be defined.

6. Requisitioning of evaluation: The Union Ministry of Finance have prescribed detailed procedure for procurement of services by the Ministries/Departments of the Government of India. These procedures draw the authority on the incumbent Ministries/Departments of the Government of India from **General Financial Rules, 2005 (GFR, 2005)**. In order to comply with these rules, it is imperative to comprehend the same before procurement of services by the NFSM Cell, Crops Division, Department of Agriculture & Cooperation, Union Ministry of Agriculture for Mid-Term Evaluation of National Food Security Mission are initiated. The relevant **Chapter-6.II** of **GFR-2005** relating to procurement of services by Ministries/Departments of Government of India is reproduced as under:-

“QUOTE” CHAPTER-6.II: PROCUREMENT OF SERVICES

(URL: http://www.finmin.nic.in/the_ministry/dept_expenditure/index.html)

(Page: 66 to 70 of the GFR, 2005)

Rule 163. The Ministries or Departments may hire external professionals, consultancy firms or consultants (referred to as consultant hereinafter) for a specific job, which is well defined in terms of content and time frame for its completion or outsource certain services.

Rule 164. This chapter contains the fundamental principles applicable to all Ministries or Departments regarding engagement of consultant(s) and outsourcing of services. Detailed instructions to this effect may be issued by the concerned Ministries or Departments. However, the Ministries or Departments shall ensure that they do not contravene the basic rules contained in this chapter.

Rule 165. Identification of Work / Services required to be performed by Consultants: Engagement of consultants may be resorted to in situations requiring high quality services for which the concerned Ministry/ Department does not have requisite expertise. Approval of the competent authority should be obtained before engaging consultant(s).

Rule 166. Preparation of scope of the required work / service: The Ministries/ Departments should prepare in simple and concise language the requirement, objectives and the scope of the assignment. The eligibility and pre-qualification criteria to be met by the consultants should also be clearly identified at this stage.

Rule 167. Estimating reasonable expenditure: Ministry or Department proposing to engage consultant(s) should estimate reasonable expenditure for the same by ascertaining the prevalent market conditions and consulting other organizations engaged in similar activities.

Rule 168. Identification of likely sources:-

- (i) Where the estimated cost of the work or service is up to Rupees twenty-five lakhs, preparation of a long list of potential consultants may be done on the basis of formal or informal enquiries from other Ministries or Departments or Organizations involved in similar activities, Chambers of Commerce & Industry, Association of consultancy firms etc.
- (ii) Where the estimated cost of the work or service is above Rupees twenty-five lakhs, in addition to (i) above, an enquiry for seeking 'Expression of Interest' from consultants should be published in at least one national daily and the Ministry's web site. The web site address should also be given in the advertisements. Enquiry for seeking Expression of Interest should include in brief, the broad scope of work or service, inputs to be provided by the Ministry or Department, eligibility and the pre-qualification criteria to be met by the consultant(s) and consultant's past experience in similar work or service. The consultants may also be asked to send their comments on the objectives and scope of the work or service projected in the enquiry. Adequate time should be allowed for getting responses from interested consultants

Rule 169. Short listing of consultants: On the basis of responses received from the interested parties as per **Rule 168 above**, consultants meeting the requirements should be short listed for further consideration. The number of short listed consultants should not be less than three.

Rule 170. Preparation of Terms of Reference (TOR): The TOR should include:-

- (i) Precise statement of objectives;
- (ii) Outline of the tasks to be carried out;
- (iii) Schedule for completion of tasks;
- (iv) The support or inputs to be provided by the Ministry or Department to facilitate the consultancy.
- (v) The final outputs that will be required of the Consultant;

Rule 171. Preparation and Issue of Request for Proposal (RFP): RFP is the document to be used by the Ministry / Department for obtaining offers from the consultants for the required work / service. The RFP should be issued to

the short-listed consultants to seek their technical and financial proposals. The RFP should contain:-

- (i) A letter of Invitation;
- (ii) Information to Consultants regarding the procedure for submission of proposal;
- (iii) Terms of Reference (TOR);
- (iv) Eligibility and pre-qualification criteria incase the same has not been ascertained through Enquiry for Expression of Interest;
- (v) List of key position whose CV and experience would be evaluated;
- (vi) Bid evaluation criteria and selection procedure;
- (vii) Standard formats for technical and financial proposal;
- (viii) Proposed contract terms;
- (ix) Procedure proposed to be followed for midterm review of the progress of the work and review of the final draft report.

Rule 172. Receipt and opening of proposals: Proposals should ordinarily be asked for from consultants in ‘**Two-bid**’ system with technical and financial bids sealed separately. The bidder should put these two sealed envelopes in a bigger envelop duly sealed and submit the same to the Ministry or Department by the specified date and time at the specified place. On receipt, the technical proposals should be opened first by the Ministry or Department at the specified date, time and place.

Rule 173. Late Bids: Late bids i.e. bids received after the specified date and time of receipt, should not be considered.

Rule 174. Evaluation of Technical Bids: Technical bids should be analyzed and evaluated by a Consultancy Evaluation Committee (**CEC**) constituted by the Ministry or Department. The **CEC** shall record in detail the reasons for acceptance or rejection of the technical proposals analyzed and evaluated by it.

Rule 175. Evaluation of Financial Bids of the technically qualified bidders: The Ministry or Department shall open the financial bids of only those bidders who have been declared technically qualified by the Consultancy Evaluation Committee as per **Rule 174** above for further analysis or evaluation and ranking and selecting the successful bidder for placement of the consultancy contract.

Rule 176. Consultancy by nomination: Under some special circumstances, it may become necessary to select a particular consultant where adequate justification is available for such single-source selection in the context of the overall interest of the Ministry or Department. Full justification for single

source selection should be recorded in the file and approval of the competent authority obtained before resorting to such single-source selection.

Rule 177. Monitoring the Contract: The Ministry / Department should be involved throughout in the conduct of consultancy, preferably by taking a task force approach and continuously monitoring the performance of the consultant(s) so that the output of the consultancy is in line with the Ministry /Department's objectives.

OUTSOURCING OF SERVICES

Rule 178. Outsourcing of Services: A Ministry or Department may outsource certain services in the interest of economy and efficiency and it may prescribe detailed instructions and procedures for this purpose without, however, contravening the following basic guidelines.

Rule 179. Identification of likely contractors: The Ministry or Department should prepare a list of likely and potential contractors on the basis of formal or informal enquiries from other Ministries or Departments and Organizations involved in similar activities, scrutiny of 'Yellow pages', and trade journals, if available, web site etc.

Rule 180. Preparation of Tender enquiry: Ministry or Department should prepare a tender enquiry containing, *inter alia* :

- (i) The details of the work or service to be performed by the contractor;
- (ii) The facilities and the inputs which will be provided to the contractor by the Ministry or Department;
- (iii) Eligibility and qualification criteria to be met by the contractor for performing the required work / service; and
- (iv) The statutory and contractual obligations to be complied with by the contractor.

Rule 181. Invitation of Bids:

(a) For estimated value of the work or service up to Rupees ten lakhs or less: The Ministry or Department should scrutinize the preliminary list of likely contractors as identified as per **Rule 179** above, decide the prima facie eligible and capable contractors and issue limited tender enquiry to them asking for their offers by a specified date and time etc. as per standard practice. The number of the contractors so identified for issuing limited tender enquiry should not be less than six.

(b) For estimated value of the work or service above Rupees ten lakhs: The Ministry or Department should issue advertised tender enquiry asking for the

offers by a specified date and time etc. in at least one popular largely circulated national newspaper and web site of the Ministry or Department.

Rule 182. Late Bids: Late bids i.e. bids received after the specified date and time of receipt, should not be considered.

Rule 183. Evaluation of Bids Received: The Ministry or Department should evaluate, segregate, rank the responsive bids and select the successful bidder for placement of the contract.

Rule 184. Outsourcing by Choice: Should it become necessary, in an exceptional situation to outsource a job to a specifically chosen contractor, the Competent Authority in the Ministry or Department may do so in consultation with the Financial Adviser. In such cases the detailed justification, the circumstances leading to the outsourcing by choice and the special interest or purpose it shall serve shall form an integral part of the proposal.

Rule 185. Monitoring the Contract: The Ministry or Department should be involved throughout in the conduct of the contract and continuously monitor the performance of the contractor. **“UNQUOTE”**

6.1 Cost Estimate (Budget): Subject to provisions of GFR, 2005, the Ministry of Finance, Government of India have devised certain guidelines contained in the **“Manual of Policies and Procedure of Employment of Consultants”** relating to cost estimate of the consultancy services. **Para 3.3 of Chapter-III** of said manual provides for reckoning the budget required for procurement of services of Consultants by the employer which is reproduced as under:-

“QUOTE” 3.3 Cost Estimate (Budget): Preparation of a well-thought-through cost estimate is essential if realistic budgetary resources are to be earmarked. The cost estimate shall be based on the employer’s assessment of the resources needed to carry out the assignment: staff time, logistical support, and physical inputs (for example, vehicles, laboratory equipment). Costs shall be divided into two broad categories:-

(a) fee or remuneration (according to the type of contract used); and

(b) reimbursable, and further divided into foreign (if applicable) and local currency payments. The cost of staff time shall be estimated on a realistic basis for the personnel, as applicable, by ascertaining the prevalent market conditions and consulting other organizations engaged in similar activities. **“UNQUOTE”**

In so far as type of contract to be adopted from amongst cited at the foregoing **para 6.3** is concerned, **“Lump Sum (Firm Fixed Price) Contract”** type of contract need be adopted for **“Mid-Term evaluation of NFSM”** owing to **the fact that** content and the duration of the services and the required output of

the consultants are clearly defined in this case. Further, the budgeted cost arrived at in conformity with the provisions quoted above at reproduced **para 3.3 (a) & (b)** need necessarily be in **Indian Rupees** as this kind of the study does not involve any special kind of equipment or otherwise. While computing the cost estimates by the employer as provided in the above para for the “**Mid-Term evaluation of NFSM**”, the following key points need be considered:-

- study involves three (3) crops and more than 15 interventions in each crop in 17 states of the country comprising 313 districts; and
- appropriateness of sample size.

In view of above, it is expedient that the budget provision of the amount so computed for MTE need be made in the NFSM budget for the year 2010-11.

6.2 Selection of consultants: The “**Manual of Policies and Procedure of Employment of Consultants**” defines the Government of India’s broad policies and procedures for selection, contracting and monitoring of consultants and other professional services providers financed from Govt. of India’s resources. *Projects funded partially or in whole by loan/grant from International organizations like International Bank for Reconstruction and Development (IBRD), International Development Association (IDA) or grant from the Bank or trust funds would normally be governed by guidelines agreed to in the respective loan/credit agreement with them.* The relevant para. 1.5.1 to 1.5.3.

“**QUOTE**” **1.5.1** For selection of the consultants, normally, the employer shall adopt **two stage procedures** in terms of **Rules 168 to 175 of General Financial Rules, 2005**. In the first stage, the employer shall identify the likely sources on the basis of formal or informal enquiries and by inviting Expression of Interest (EOI) through advertisement as per Rule, 168 of GFR, 2005. On the basis of responses received, Consultants meeting the requirement will be short listed for further consideration. In the second stage, the short-listed consultant will be invited to submit (Request for Proposals or RFP) their Technical and Financial proposals. The consultant shall be selected based on evaluation of their Technical and Financial bids, the details of which are provided in **Chapter-III** of the “**Manual of Policies and Procedure of Employment of Consultants**”.

1.5.2 The selection of consultant shall follow any of the following methods; as considered appropriate:

1. Quality and Cost Based Selection (QCBS): Under normal circumstances, this method of evaluation shall be used.

2. Combined Quality cum Cost Based System (CQCCBS): This method of selection shall be used for highly technical projects where weightage

needs to be given to higher technical standards, while finalizing the prices, as per para 3.12 of Chapter-III of “Manual of Policies and Procedure of Employment of Consultants”.

3. Quality Based Selection (QBS): This method of selection may be used under the following circumstances:-

(i) the outcome of the assignment will have high impact and hence it is essential to engage most qualified consultant. Examples are national policy formulation; capacity building program etc.

(ii) the assignment is very complex or highly specialized where it is difficult to define scope of work with accuracy. Examples are country specific study; reforms related studies, high precision scientific work etc.

4. Cost Based Selection (CBS): This method of selection may be used for the assignments of following nature:-

(i) assignment where any experienced consultant can deliver the services without requirement of specific expertise. Examples are traffic surveys, market surveys etc. and

(ii) **cost of which shall not exceed Rs. Ten lakh.**

1.5.3 Selection by direct negotiations: The selection by direct negotiations/nomination is permissible in terms of Rule 176 of General Financial Rules, 2005 under exceptional circumstance such as;

(a) for tasks that represent a natural continuation of previous work carried out by the firm;

(b) in case of emergency situation, situation arising after natural disasters, situations where timely completion of the assignment is of utmost importance; and

(c) situations where the execution of assignment may involve use of proprietary techniques or only one consultant has requisite expertise. **Such selection may normally be restricted to a financial ceiling of Rs. Ten lakh.**

“UNQUOTE”

In view of the guidelines concerning selection of consultants stated above, it is proposed to adopt the “**Combined Quality cum Cost Based System (CQCCBS)**” for selection of consultants at RfP stage due to the fact that the proposed study is highly technical in nature. The contents of **CQCCBS** have also been included in the RfP for information of the bidders.

6.3 Vigilance angle for procurement of consultancy services on nomination basis/ through direct negotiations:-

6.3.1 Selection of Consultants on “Nomination basis”: The instructions contained in the **Office Order No.23/7/07 under file No. 005/CRD/19 dated 5th July, 2007** of the Central Vigilance Commission, Government of India, New Delhi prohibits the method of selection of Consultants on the nomination basis. These instructions are reproduced below for ready reference:-

“QUOTE” Subject:- Transparency in Works/Purchase/Consultancy contracts awarded on nomination basis.

Reference is invited to the Commission’s circular No.15/5/06 (issued vide letter No.005/CRD/19 dated 9.5.2006), wherein the need for award of contracts in a transparent and open manner has been emphasized.

2. A perusal of the queries and references pertaining to this circular, received from various organizations, indicates that several of them believe that mere post-facto approval of the Board is sufficient to award a contracts on nomination basis rather than the inevitability of the situation, as emphasized in the circular.

3. It is needless to state that tendering process or public auction is a basic requirement for the award of contract by any Government agency as any other method, especially award of contract on nomination basis, would amount to a breach of Article 14 of the Constitution guaranteeing right to equality, which implies right to equality to all interested parties.

4. A relevant extract from the recent Supreme Court of India judgment in the case of Nagar Nigam, Meerut Vs A1 Faheem Meat Export Pvt. Ltd. [arising out of SLP(civil) No.10174 of 2006] is reproduced below to reinforce this point.

“The law is well-settled that contracts by the State, its corporations, instrumentalities and agencies must be normally granted through public auction/public tender by inviting tenders from eligible persons and the notifications of the public-auction or inviting tenders should be advertised in well known dailies having wide circulation in the locality with all relevant details such as date, time and place of auction, subject matter of auction, technical specifications, estimated cost, earnest money deposit, etc. The award of Government contracts through public-auction/public tender is to ensure transparency in the public procurement, to maximize economy and efficiency in Government procurement, to promote healthy competition among the tenderers, to provide for fair and equitable treatment of all tenderers, and to eliminate irregularities, interference and corrupt practices by the authorities concerned. This is required by Article 14 of the Constitution.

However, in rare and exceptional cases, for instance, during natural calamities and emergencies declared by the Government; where the procurement is possible from a single source only; where the supplier or contractor has exclusive

rights in respect of the goods or services and no reasonable alternative or substitute exists; where the auction was held on several dates but there were no bidders or the bids offered were too low, etc., this normal rule may be departed from and such contracts may be awarded through 'private negotiations'."

(Copy of the full judgement is available on the web-site of the Hon'ble Supreme Court of India, i.e., www.supremecourtindia.nic.in)

5. The Commission advises all CVOs to formally apprise their respective Boards/managements of the above observations as well as the full judgment of the Hon'ble Supreme Court for necessary observance. A confirmation of the action taken in this regard may be reflected in the CVO's monthly report.

6. Further, all nomination/single tender contracts be posted on the website ex post-facto.

Sd/-
(Rajiv Verma)
Under Secretary
"UNQUOTE"

6.3.2 Selection of consultants through direct negotiations: The instructions contained in the **Circular No. 4/3/07 under file No. 005/CRD/012 dated 3rd March, 2007** of the Central Vigilance Commission, Government of India, New Delhi prohibits the method of selection of Consultants on the nomination basis. These instructions are reproduced below for ready reference:-

"QUOTE" Sub:- Tendering process - negotiations with L-1.

Reference is invited to the Commission's circulars of even number, dated 25.10.2005 and 3.10.2006, on the above cited subject. In supersession of the instructions contained therein, the following consolidated instructions are issued with immediate effect:-

(i) As post tender negotiations could often be a source of corruption, it is directed that there should be no post-tender negotiations with L-1, except in certain exceptional situations. Such exceptional situations would include procurement of proprietary items, items with limited sources of supply and items where there is suspicion of a cartel formation. The justification and details of such negotiations should be duly recorded and documented without any loss of time.

(ii) In cases where a decision is taken to go for re-tendering due to the unreasonableness of the quoted rates, but the requirements are urgent and a re-tender for the entire requirement would delay the availability of the item, thus jeopardizing the essential operations, maintenance and safety, negotiations would be permitted with L-1 bidder(s) for the supply of a bare minimum quantity. The balance quantity should, however, be procured expeditiously through a re-tender, following the normal tendering process.

(iii) Negotiations should not be allowed to be misused as a tool for bargaining with L-1 with dubious intentions or lead to delays in decision-making. Convincing reasons must be recorded by the authority recommending negotiations. Competent authority should exercise due diligence while accepting a tender or ordering negotiations or calling for a re-tender and a definite time frame should be indicated so that the time taken for according requisite approvals for the entire process of award of tenders does not exceed one month from the date of submission of recommendations. In cases where the proposal is to be approved at higher levels, a maximum of 15 days should be assigned for clearance at each level. In no case should the overall timeframe exceed the validity period of the tender and it should be ensured that tenders are invariably finalized within their validity period.

(iv) As regards the splitting of quantities, some organizations have expressed apprehension that pre-disclosing the distribution of quantities in the bid document may not be feasible, as the capacity of the L-1 firm may not be known in advance. It may be stated that if, after due processing, it is discovered that the quantity to be ordered is far more than what L-1 alone is capable of supplying and there was no prior decision to split the quantities, then the quantity being finally ordered should be distributed among the other bidders in a manner that is fair, transparent and equitable. It is essentially in cases where the organizations decide in advance to have more than one source of supply (due to critical or vital nature of the item) that the Commission insists on pre-disclosing the ratio of splitting the supply in the tender itself. This must be followed scrupulously.

(v) Counter-offers to L-1, in order to arrive at an acceptable price, shall amount to negotiations. However, any counter-offer thereafter to L-2, L-3, etc., (at the rates accepted by L-1) in case of splitting of quantities, as pre-disclosed in the tender, shall not be deemed to be a negotiation.

2. It is reiterated that in case L-1 backs-out, there should be a re-tender.

3. These instructions issue with the approval of the Commission and may please be noted for immediate compliance.

Sd/-
(Vineet Mathur)
Deputy Secretary
“UNQUOTE”

6.4 FORMS OF CONTRACTS:

(1) Various forms of the contracts may be entered into by the Employer with the consultant depending upon the nature of the assignment. Following are various forms of contracts:-

(2) **Lump Sum (Firm Fixed Price) Contract:** Lump sum consultancy contracts are used mainly for assignments in which the content and the duration

of the services and the required output of the consultants are clearly defined. They are widely used for simple planning and feasibility studies, environmental studies, detailed design of standard or common structures, preparation of data processing systems, and so forth. Payments are linked to outputs (deliverables), such as reports, drawings, and bills of quantities, bidding documents, and software programs. While lump sum consultancy contracts are easy to administer because payments are due on clearly specified outputs, it is essential that the terms of payments for these consultancy contracts are linked with the output and the time frame within which each of the defined activities are to be completed.

This type of contracts shall normally be used by all Government Ministry / Departments for hiring services of the consultants under this guideline.

(3) Time-Based Contract: This type of contract is appropriate when it is difficult to define the scope and the length of services, either because the services are related to activities by others for which the completion period may vary, or because the input of the consultants required attaining the objectives of the assignment is difficult to assess. This type of contract is widely used for complex studies, supervision of construction, advisory services, etc. Payments are based on agreed hourly, daily, weekly, or monthly rates for staff (who are normally named in the contract) and on reimbursable items using actual expenses and/or agreed unit prices. The rates for staff include salary, social costs, overhead, fee (or profit), and, where appropriate, special allowances. This type of contract shall include a maximum amount of total payments to be made to the consultants. This ceiling amount should include a contingency allowance for unforeseen work and duration, and provision for price adjustments, where appropriate. Time-based contracts need to be closely monitored and administered by the Ministry or Department to ensure that the assignment is progressing satisfactorily and that payments claimed by the consultants are appropriate.

(4) Retainer and/or Contingency (Success) Fee Contract: Retainer and contingency fee contracts are widely used when consultants (banks or financial firms) are preparing companies for sales or mergers of firms, notably in privatization operations. The remuneration of the consultant includes a retainer and a success fee, the latter being normally expressed as a percentage of the sale price of the assets.

(5) Percentage Contract: These contracts are **commonly used for architectural services**. They may be also used for procurement and inspection agents. Percentage contracts directly relate the fees paid to the consultant to the estimated or actual project construction cost, or the cost of the goods procured or inspected. The selection is made based on two stage bidding. The final selection is made among the technically qualified consultants who have quoted the lowest percentage while the notional value of assets is fixed. It should be borne in mind

that in the case of architectural or engineering services, percentage contracts implicitly lack incentive or economic design and are hence discouraged. Therefore, the use of such a contract for architectural services is recommended only if it is based on a fixed target cost and covers precisely defined services.

(6) Indefinite Delivery Contract (Price Agreement): These contracts are used when Ministry or Department need to have **“on call” specialized services to provide advice on a particular activity**, the extent and timing of which cannot be defined in advance. These are commonly used to retain “advisers” for implementation of complex projects (for example, dam panel), expert adjudicators for dispute resolution panels, institutional reforms, procurement advice, technical troubleshooting, and so forth, normally for a period of a year or more. The Government Ministry / Department and the firm agree on the unit rates to be paid for the experts, and payments are made on the basis of the time actually used. The consultant shall be selected based on the unit rate quoted by them for providing the services.

6.5 Pre-bid meeting: The guidelines contained in the **“Manual of Policies and Procedure of Employment of Consultants”** at **para. 3.3 of Chapter-III** relating to pre-bid meeting are reproduced below:-

“QUOTE” 3.3 Pre-bid meeting: In all cases of large value or complex assignments, a pre-bid meeting may be prescribed in the *RFP*. The date and time for such a meeting should normally be after 15 to 30 days of issue of RfP and should be specified in the RfP itself. During this meeting, the scope of assignment, responsibilities of either parties or other details should be clearly explained to the prospective bidders so that there is no ambiguity later on at the time of submission of technical/financial bids. Where some significant changes are made in the terms/scope of RfP as a result of pre-bid meeting or otherwise considered necessary by the employer, a formal corrigendum to RfP may be issued, to all short listed consultants. In such cases, it should be ensured that after issue of corrigendum, reasonable time (not less than 15 days) is available to the bidders to prepare/submit their bid. If required, the time for preparation and submission of bids may be extended, suitably. **“UNQUOTE”**

In order to appreciate the understanding of both the parties on RfP, the pre-bid meeting will be useful because mission involves multitude of technologies/interventions. It will also substitute the **“bidder’s queries”** to a great extent. Accordingly, the provision of pre-bid meeting has been incorporated in the RfP.

6.6 Calendar of events for awarding the study of MTE of NFSM: In order to plan study timely when it becomes due, the time line for empanelment of Consultants is provided in the below mentioned **Table.1**:

Table.1: Calendar of events for awarding the study of MTE of NFSM.

Sl. No.	Event	Date	Time
1	Date of insertion of EOI advertisement.	4 th May, 2010	National Daily Newspaper
2	Deadline for submission of application for EOI document.	24 th May, 2010	By 1500 hours
3	Short-listing of bidder at EOI stage.	8 th June, 2010	By 1700 hours
4	Issue of LOI to short-listed bidders for obtaining RfP document	15 th June, 2010	By 1700 hours
5	Issue of RfP document.	16 th June, 2010	Between 1100 to 1500 hours
6	Close date for issue of RfP document.	30 th June, 2010	By 1500 hours
7	Deadline for submission of “ Bidder Queries ” (if any) through e-mail followed by confirmation copy by speed post.	14 th July, 2010	By 1700 hours
8	Date of pre-bid meeting.	16 th July, 2010	1100 hours
9	Deadline for submission of Technical & Financial Bids.	2 nd August, 2010	By 1500 hours
10	Presentation on Technical proposal by bidders before CEC.	17 th August, 2010	1030 hours
11	Opening of Financial bids of qualified bidders by CEC.	17 th August, 2010	1500 hours
12	Declaration of “ Successful bidder ”.	17 th August, 2010	By 1700 hours
13	Deadline for confirmation of the acceptance of the assignment to the “ Employer ” by the “ Successful bidder ”.	25 th August, 2010	By 1500 hours
14	Validity period of RfP.	120 days (w.e.f. 16 th June, 2010)	By 1700 hours
15	Assigned period of study after award.	4 months (w. e.f. 2 nd August, 2010)	-

6.7 Identification of criteria and sub-criteria for evaluation of Technical proposals of RfP: In order to facilitate the evaluation procedure, it is proposed that broad based criteria/sub-criteria be devised for scientific evaluation of Technical proposals by the CEC. The criteria/sub-criteria so devised shall be sifted in to a summary of evaluation sheet for all the bidders at one place for assigning the rating.

The ratings assigned by the CEC members shall be converted in to score on the basis of weightage assigned to each criteria/sub-criteria. The evaluation

sheet of the Technical proposals will be used for computing the “Highest Point Based” analysis of Technical & financial proposals by the CEC for determining the successful bidder. The format of “**SUMMARY EVALUATION SHEET FOR TECHNICAL PROPOSAL OF MTE OF NFSM**” has been given below in **Table.2**. It is important that subjectivity implicit to any individual professional judgment be complemented by transparency, consistency, and fairness. The individual evaluator entrusted with evaluation should, when required, be able to explain to the satisfaction of a qualified reviewer from the higher authority. One way of helping to achieve the above is by adopting a suitable rating system for the evaluation of technical proposals under the criteria and sub-criteria provided in the RfP.

Table.2: SUMMARY EVALUATION SHEET FOR TECHNICAL PROPOSAL OF MTE OF NFSM

EVALUATION CRITERIA	Max.	Consultant – 1		Consultant – 2		Consultant – 3		Consultant – 4	
	Weight	Rating	Score	Rating	Score	Rating	Score	Rating	Score
I. Experience of bidder	10								
a. Experience of conducting studies in agriculture & allied sectors	5								
b. Experience in conducting national level studies	5								
II. Adequacy of the proposed methodology, scope of work & work plan in responding to TOR	50								
a. Technical approach & Methodology	25								
b. Work Plan	15								
c. Organization and staffing	10								
III. Personnel (Areas of Expertise)	40								
a. Team Leader	25								
(i) General Qualification	10								
(ii) Competence for the assignment	Experience in similar projects	10							
	Domain knowledge	5							
b. Team members	15								
(i) General Qualification	5								
(ii) Competence for the assignment	Experience in similar projects	5							
	Domain knowledge	5							
TOTAL	100								
Rating: Very Good - 100%; Good - 90%; Satisfactory - 70%; Poor - 40%									
Score: Maximum Weight x Rating / 100									
Note: Inter-band ratings are not allowed in application of the above rating scale. For example, only a score of 90 or 80 can be given, not 85, 87, etc.									
However, for III. Personnel, figures in the rating column may result to inter-band ratings derived from the "Total Score" column of the Personnel Evaluation Sheet.									

Evaluation

Done by: Signature.....
 Name & designation of CEC member

Signature.....
 Name & designation of CEC member

Signature.....
 Name & designation of CEC member

Date of approval

6.7.1 Rating System of the criteria/sub-criteria for evaluation of technical proposal: The methodology for rating of sub-criteria need also be devised for computation of score(s) for evaluation of Technical proposals under RfP by CEC. For this purpose, the grades indicated below in Table.3 need be adopted to eliminate the subjectivity implicit to any individual professional judgement to complement transparency, consistency and fairness. These grades will apply *mutatis mutandis* across criteria/sub-criteria.

Table.3: Recommended Grades and Percentage Rating for Technical approach & methodology, work plan and organisation & staffing.

Grade (level of responsiveness)	Percentage Grade (level of responsiveness) rating
Poor	40
Satisfactory	70
Good	90
Very Good	100

6.7.2 Defining the grades: The grades in respect of all the criteria except the criteria cited at Sl. No.2-Adequacy of the proposed methodology, scope of work & work plan in responding to TOR of Table.4 are self-explanatory and have accordingly not defined separately.

Table.4: Criteria for rating of parameters for evaluation of technical proposals.

S. No.	Parameters	Rating (%)
1	Experience of bidder	
1.1	Experience of conducting studies in agriculture & allied sectors	100
	Very Good (≥ 10 years)	100
	Good (9 to < 10 years)	90
	Satisfactory (7 to < 9 years)	70
	Poor (< 7 years)	40
1.2	Experience in conducting national level studies	
	Very Good (≥ 10 years)	100
	Good (9 to < 10 years)	90
	Satisfactory (7 to < 9 years)	70
	Poor (< 7 years)	40
2.	Adequacy of the proposed methodology, scope of work & work plan in responding to TOR	
2.1	Technical approach & Methodology	Averaged on the basis of rating by CEC members
2.2	Work Plan	Averaged on the basis of rating by CEC members

Sl. No.	Parameters	Rating (%)
2.3	Organization and staffing	Averaged on the basis of rating by CEC members
3	Personnel (Areas of Expertise)	
3.1	Team Leader	100
3.1.1	General Qualification	
	Very Good (PG in agriculture/management & above)	100
	Poor (Graduate)	40
3.1.2	Competence for the assignment	
	Experience in similar projects as a Team leader	
	Very Good (3 and above assignments)	100
	Good (2 assignments)	90
	Poor (1 assignment)	40
3.1.2.2	Domain (Agriculture & allied sectors) knowledge	
	Very Good (≥ 10 years)	100
	Good (9 to < 10 years)	90
	Satisfactory (7 to < 9 years)	70
	Poor (< 7 years)	40
3.2	Team Member	
3.2.1	General Qualification	
	Very Good (Graduate in agriculture/management & Above)	100
	Poor (Below Graduate)	40
3.2	Competence for the assignment	
3.2.1	Experience in similar projects	
	Very Good (2 and above assignments)	100
	Poor (1 assignment)	40
3.2.2	Domain knowledge	
	Very Good (≥ 3 years)	100
	Good (2 to < 3 years)	90
	Poor (< 2 years)	40

In so far as the definition of the grades pertaining to the criteria-Proposed methodology and work plan is concerned, the definition of the grades of each of the following sub-criteria is illustrated as under:-

(a) Technical Approach and Methodology:

Poor: The technical approach or the methodology(or both) envisaged to carry out important activities indicated in the TOR is inappropriate or very poorly

presented, indicating that the consultant has misunderstood important aspects of the scope of work.

Satisfactory: The way to carry out the different activities of the TOR is discussed generically. The approach is standard and not specifically tailored to the assignment. Although the approach and methodology are suitable, they do not include a discussion on how the consultant proposes to deal with critical characteristics of the assignment.

Good: The proposed approach is discussed in detail, and the methodology is specifically tailored to the characteristics of the assignment and flexible enough to allow it to adapt to changes that may occur during execution of the services.

Very Good: In addition to the requirements listed above under “good,” important issues are approached in an innovative and efficient way, indicating that the consultants have understood the main issues of the assignment and have outstanding knowledge of new solutions. The proposal details ways to improve the results and the quality of the assignment by using advanced approaches, methodologies, and knowledge.

(b) Work Plan:

Poor: The activity schedule omits important tasks; the timing of activities and correlation among them are inconsistent with the approach or methodology proposed. There is a lack of clarity and logic in the sequencing.

Satisfactory: All key activities are included in the activity schedule, but they are not detailed. There are minor inconsistencies between timing, assignment outputs, and proposed approach.

Good: The work plan responds well to the TOR; all important activities are indicated in the activity schedule, and their timing is appropriate and consistent with the assignment outputs. Moreover, the interrelation between the various activities is realistic and consistent with the proposed approach. There is a fair degree of detail that facilitates understanding of the proposed work plan.

Very Good: In addition to the requirements listed above under “good,” decision points and the sequence and timing of activities are very well defined, indicating that the consultant has optimised the use of resources. A specific chapter of the proposal explains the work plan in relation to the proposed approach. The work plan allows flexibility to accommodate contingencies.

(c) Organization and Staffing:

Poor: The organization chart is perfunctory, the staffing plan is weak in important areas, and the staffing schedule is inconsistent with the timing of the most

important outputs of the assignment. There is no clarity in allocation of tasks and responsibilities. The proposed specialists have never worked together as a team.

Satisfactory: The organization chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate, and staffing is consistent with both timing and assignment outputs.

Good: In addition to the definition above in “satisfactory,” the staff is very well balanced(that is, they show good coordination, clear and detailed definition of duties and responsibilities, not too many short-term experts, not too many generalists, staff skills and needs are matched precisely, and they enjoy good logistical support). Some members of the project team have worked together before to some extent.

Very Good: Besides meeting all the requirements for a “good” rating, the proposed team is integrated, and several members have worked together extensively in the past; a detailed explanation of the bidder’s role and integration in the assignment is provided. The proposal contains a detailed discussion showing that the consultants have optimised the use and deployment of staff with efficiency and economy, based on the proposed logistics.

6.8 Other conditionality (ies): The other conditionality (ties) pertinent preparation of EOI document, RfP & Contract Form to procurement of services of Consultants provided in the “**Manual of Policies and Procedure of Employment of Consultants**” as mentioned below have been incorporated in the said documents at appropriate places. ;

- Definitions of the terms used;
- Bid Securities and bid processing fees;
- Constitution of Consultant Evaluation Committee (CEC) & Consultant Monitoring Committee (CMC);
- Instructions to Consultants (ITC);
- Data Sheet;
- Method of evaluation of technical & financial proposals;
- Pre-bid meeting;
- Presentation by bidders;
- Deliverables; and
- Payment schedule

The EOI advertisement, EOI document & RfP prepared on the above analogy are annexed.

PART-II

EOI-DOCUMENTS

Government of India
Ministry of Agriculture
Department of Agriculture & Cooperation
NFSM Cell

**LETTER OF INVITATION TO EXPRESSION OF INTEREST (EOI)
FOR
ENGAGEMENT OF CONSULTANT FOR MID-TERM EVALUATION
OF
“NATIONAL FOOD SECURITY MISSION (NFSM)”
(To be advertised in at least one National News paper)**

EOI is invited from reputed agencies / organizations / institutions to carry out Mid-Term Evaluation of 'NFSM' launched by the Department of Agriculture & Co-operation, Ministry of Agriculture, Government of India w. e. f. 1st April, 2007 for implementation in 313 districts of 17 states in the XI Five Year Plan. The period for which evaluation is to be considered consists 1st two years of implementation i. e. 1st April, 2007 to 31st March, 2009.

1. Terms of Reference: The agency shall:-

- (1) Evaluate the efficacy of planning at district, state & national level in terms of its adequacy for enhancing the productivity of component crops;
- (2) Analyze effectiveness of existing administrative and technical set up with the State Food Security Missions in administering the Scheme at the district and *Panchayat* levels;
- (3) Analyze adequacy and timeliness of fund flow and delivery mechanism;
- (4) Analyze extent of adherence to intervention specific norms;
- (5) Evaluate the effectiveness of stakeholders involved in delivery of services;
- (6) Evaluate effectiveness of collaboration among line departments at district and state level;
- (7) Assess extent of convergence with other schemes;
- (8) Analyze efficacy of monitoring & reporting mechanism;
- (9) Analyze intervention specific contribution to change in yield of the component crops/ resource endowment;
- (10) Assess the status, extent & effectiveness of existing institutional building in the states;
- (11) Analyze Intervention specific physical and financial achievements vis-à-vis targets;
- (12) Analyze extent of improvement in area, production and yield of component crops over the base year (TE: 2006-07);
- (13) Analyze effectiveness of publicity, mass media and information technology in creating awareness of NFSM;
- (14) Analyze scope of operational guidelines including cost norms and recommend modification, if any;
- (15) Analyze extent to which employment opportunities have been created; and

(16) Analyze the change in the farm level income over the base year (TE: 2006-07).

2. Eligibility Criteria: The agency / organization / institution must fulfill the following criteria to be eligible for consideration:

(i) It must be an agency / organization / institution either from Government or Private incorporated in India with at least ten (10) years experience in evaluation of the government/public projects/schemes of agriculture & allied sectors and should have successfully carried out three (3) studies in the same field(s) at national level.

(ii) Total value of projects completed should not be less than five crores each year during previous three (3) years.

3. Bid processing fees: Interested agencies/organizations may deposit non-refundable bid processing fees of a sum of Rs.2,000/- (Rupees two thousands only) by “**Demand Draft drawn in favor of 'DDO, Department of Agriculture & Cooperation, Ministry of Agriculture, Government of India, New Delhi-110 011'**” at the time of procuring the EOI document in physical form from the employer.

The EOI document is also available for download at <www.nfsm.gov.in> & <www.tenders.gov.in>.

Payment towards the cost of bid processing fee shall be made by the bidder along with the application in case the EOI document is downloaded from the web sites mentioned.

4. Last date for Submission of application in response to EOI: The EOI should be accompanied with complete details of the agency/organization, audited financial statement/certificate and evidence of experience such as client's certificates, project completion certificates and should reach the office of “**Director (Crops), (Telephone No. 011-23388579) Department of Agriculture & Cooperation, Ministry of Agriculture, Government of India, Room No. 247-C, Krishi Bhavan, New Delhi-110 001** by **24th May, 2010 positively** being the last date for submission of the application in response to EOI.

4.1 Any communication in this regard may be addressed to the Officer assigned to receive the offer cited above at para-4.

5. Repeal: Department of Agriculture & Cooperation, Ministry of Agriculture, Government of India, reserves the right to accept any or reject any or all EOI(s) without assigning any reason whatsoever.

EXPRESSION OF INTEREST (EOI) DOCUMENT
FOR
ENGAGEMENT OF CONSULTANT FOR MID-TERM EVALUATION
OF
“NATIONAL FOOD SECURITY MISSION (NFSM)”

1. Background: The objectives of the mission *inter alias* aims at enhancing the production of rice, wheat and pulses by 10, 8 and 2 million tons respectively by 2011-12. The Scheme has three (3) components namely; rice, wheat & pulses. Each component crop has about fifteen (15) interventions determined on existing requirement of the particular district (s)/crop (s) such as Input support for seed production & distribution, soil ameliorants, micro-nutrients, plant protection measures in rice, IPM in pulses, Improved Farm implements, pump sets, pilot project on installation of diesel generator sets, pilot project on blue bull control in pulses, capacity building of farmers & extension personnel, local initiatives, performance based awards to districts at state and national level, media & publicity support.

The rice component of the scheme is being implemented in 136 districts of fourteen (14) states, wheat component in 141 districts of nine (9) states and pulses component in existing districts of ISOPOM as well as 171 districts of 14 states. Thus, the scheme for all the three (3) component crops is being implemented in 313 districts of 17 states in the country (**ANNEXURE-I**).

Besides this, NFSM aims to enhance the capacity of the agriculture in cereals' production in order to improve the delivery of services for the growth of component crops and the economy of farmers at large. The overall objective is to ensure food security through restoring soil fertility and productivity at individual farm level, creation of employment opportunities and enhancing farm level economy. It is similarly expected to address institutional capacity building of benefactor besides line departments and stakeholders at state level.

The mission established formal linkages with the respective states/districts to facilitate implementation of its activities as they play important roles in coordinating and providing linkages with other stakeholders. In order to ensure coordinated development and efficient utilization of development resource, mission seeks to build synergy with other projects with similar objectives and activities by way of legitimate convergence of the interventions.

The implementation of NFSM project has employed consultative processes to ensure participation of community representatives by way of involving *Panchayat Raj* Institutions in mission to enhance acceptability and ownership. The consultative processes also include enlisting support of ICAR-SAUs system and other stakeholders such as national/state level public sector

seed corporations/Seed certification agencies, private seed sector for hybrid rice seed production and international organizations operating in the country in order to give credibility and wider acceptance to the outputs.

The Government desires to evaluate the intervention specific effectiveness of the scheme in terms of its objectives besides delivery of services, record keeping, reporting & monitoring systems and institutional capacity building during the period from 1st April, 2007 to 31st March, 2009.

2. Objective: In pursuance of the existing guidelines of NFSM, the services of an eminent “**Bidder**” (Institutions/Consultant /Agencies) need be outsourced as per the provisions contained in "**Manual of policies and Procedure of Employment of Consultant**" issued by Department of Expenditure, Ministry of Finance, Government of India read with relevant instructions issued from time to time by other wings of government” by inviting Expression of Interest (EOI) from reputed & qualified “**Bidders**” for short-listing as a pre-requisite for RfP for providing services for carrying out Mid-Term Evaluation of NFSM.

3. Purpose of EOI: The purpose of this EOI is to provide interested “**bidders**” with the necessary information to enable them to prepare and submit their responses for the services to be rendered to the ‘**Employer**’ in conformity with the TOR as a pre--requisite for RfP.

4. Terms of Reference: The agency shall:-

- (1) Evaluate the efficacy of planning at district, state & national level in terms of its adequacy for enhancing the productivity of component crops;
- (2) Analyze effectiveness of existing administrative and technical set up with the State Food Security Mission in administering the Scheme at the district and panchayat levels;
- (3) Analyze adequacy and timeliness of fund flow and delivery mechanism.
- (4) Analyze extent of adherence to intervention specific norms;
- (5) Evaluate the effectiveness of stakeholders involved in delivery of services;
- (6) Evaluate effectiveness of collaboration among line departments at district and state level;
- (7) Assess extent of convergence with other schemes;
- (8) Analyze efficacy of monitoring & reporting mechanism;
- (9) Analyze intervention specific contribution to change in yield of the component crops/ resource endowment;
- (10) Assess the status, extent & effectiveness of existing institutional building in the states;
- (11) Analyze Intervention specific physical and financial achievements *vis- à-vis* targets;

- (12) Analyze extent of improvement in area, production and yield of component crops over the base year (TE: 2006-07);
- (13) Analyze effectiveness of publicity, mass media and information technology in creating awareness of NFSM;
- (14) Analyze scope of operational guidelines including cost norms and recommend modification, if any;
- (15) Analyze extent to which employment opportunities have been created; and
- (16) Analyze the change in the farm level income over the base year (TE: 2006-07).

5. Instructions to the Bidders:

5.1 Definitions:

(a) “Employer” means “NFSM Cell, Crops Division, Department of Agriculture & Cooperation, Ministry of Agriculture, Government of India, Krishi Bhavan, New Delhi-110 001”.

(b) “Bidder” means any entity or person or associations of persons who have submitted their application in the prescribed Form-I in response to EOI document intending to provide the services to the **“Employer”** as specified therein.

(c) “Day” means calendar day.

(d) “Government” means the Government of India.

(e) “Application Form” means the prescribed Form-I to be submitted by the **“Bidder(s)”** for short-listing as a pre-requisite to RfP.

(f) “Terms of Reference” (TOR) means the aspects of evaluation for information of the **“Bidder (s)”**.

5.2 Submission of the application in response to EOI: This EOI is advertised through select Newspapers and is also hosted on website of NFSM, Department of Agriculture & Cooperation, Ministry of Agriculture, Government of India to give wide publicity and invite a large number of eligible **“Bidders”** who have the capability to deliver such services, for their participation in the process of Expression of Interest. Selected **“Bidder”**, who the **‘Employer’** believes, has the capability to deliver services as shall be requested in the **“Request For (RfP)”**. The information provided by the **“Bidder(s)”** will be used by the **‘Employer’** to select potential **“Bidder”**.

(i) Last date & method of submission of application by the “Bidder(s)”: The **“Bidder (s)”** shall properly seal the envelope through which application is being submitted indicating the address of the **‘Employer’** thereupon super scribing **“CONFIDENTIAL-Application for MTE of NFSM”**. The envelope so sealed be

shall be inserted in the another envelope addressed to the **'Employer'** at the following address and should be sent by registered post or delivered in person ,so as to reach the **'Employer'** by **24th May, 2010 positively** being the last date for submission of the application for EOI:-

“Director (Crops), Department of Agriculture & Co-operation, Ministry of Agriculture, Government of India, Room No. 247-A, Krishi Bhavan, New Delhi-110 001.

(ii) The responsibility for ensuring that the applications are delivered in time vests with the **“Bidders”**

(iii) The **'Employer'** may, at its discretion, extend this deadline for the submission of application, in which case, all rights and obligations of the **'Employer'** and **Bidder(s)** previously subject to the deadline will thereafter be subjected to the deadline as extended.

(iv) Any application received by the **'Employer'** after the deadline for submission as prescribed by the **'Employer'**, may be rejected at the discretion of the **'Employer'**.

(v) The applications submitted by the respective **“Bidder(s)”** in response to this EOI shall be valid until the award of the contract by the **'Employer'** and the **“Bidders”** shall be bound by their bids until such period.

(vi) The application(s) and material(s) submitted by the **Bidder(s)** in response to this EOI will become the property of the **'Employer'**.

(vii) The **'Employer'** shall neither be responsible nor pay any expenses or losses which may be incurred by the **“Bidder(s)”** in the preparation and submission of their application.

(viii) The application submitted by **“Bidders”** shall be treated as private and confidential documents, whether or not the **'Employer'** accepts an application.

5.3 Expression of Non-Interest: If the **“Bidder(s)”**, at any point of time, wishes not to participate in this EOI, the same information may be communicated to the **'Employer'** within one week of the receipt of this EOI by the **“Bidder(s)”**. In such circumstances, the Bidder(s) shall return to **'Employer'** all the documents/materials provided by the **'Employer'**, without publicizing / using the contents of this EOI.

5.4 Facilities to be extended by the 'Employer' to the “Bidder(s)” : The **'Employer'** shall share the requisite information/data pertaining to NFSM, available with the Department of Agriculture & Cooperation, Ministry of

Agriculture, Government of India with the “**Bidder(s)**” for the purpose of submitting application in response to EOI.

5.5 Period of completion of Mid-Term Evaluation of NFSM: The “Bidder” to be declared successful after submission of RfP would complete the Mid-Term Evaluation of the NFSM within four (4) months from the date of declaration. The successful “Bidder” so declared shall submit **inception report** within **fifteen (15)** days from the date of award of the contract followed by submission of draft report after **100 days** from the date of award of the contract.

6. Pre-qualification criteria: “Bidders” interested in taking up the Mid-Term Evaluation of the scheme in question must fulfill the following criteria:-

(i) It must be an agency/organization either private or government incorporated in India with a minimum of ten (10) years experience in evaluation of government/public projects / schemes in agriculture & allied sectors and should have successfully carried three (3) studies in the said field (s) at national level.

(ii) Total value of the projects completed should not be less than five crores each year during preceding three (3) years.

(iii) The Team leader of the study should possess the minimum educational qualification of Post-graduate in agriculture/management disciplines. He should also have a minimum of ten (10) years of experience in agriculture/allied sectors related to implementation/monitoring/ evaluation of public sector projects. He should have at least handled three (3) numbers of projects, out of which two (2) projects should be in the capacity of Team leader.

(iv) The members of the study team commensurate to the requirement should be graduate in agriculture/management disciplines. They should also possess a minimum of three (3) years of experience in agriculture/allied sector projects. He should have been associated as team member with at least two (2) numbers of projects in agriculture & allied sectors.

The applications received will be evaluated for short listing of “**Bidders**” based on their past experience of handling similar types of projects, man power and financial health. The following criteria (**Table.1**) will be adopted while short listing of the “**Bidder(s)**”:-

Table.1: Pre-qualification criteria for short-listing of “Bidders” on the basis of EOI.

S. No.	Parameters	Weightage
1	Past Experience of The firm:-	60%
1.1	Number of years of experience.	20%
1.2	Past Experience of studies of similar nature.	50%
1.3	Past experience in carrying out studies in related sectors.	20%
1.4	Studies carried out in India.	10%
2	Experience of Key Personnel:-	25%
2.1	Qualifications	30%
2.2	Relevant Experience	70%
3	Financial Strength of the Consultant:-	15%
3.1	Turnover figure for Last three Years.	50%
3.2	Net Profit Figure for Last three years	50%

The ‘**Employer**’ shall short list those “**Bidder(s)**” who secure a minimum of 60% marks based on above allocation.

7. Format for submission of EOI application: The format for submission of EOI application is enclosed as **Form– I**.

8. Procuring & Contracting details: The EOI should be accompanied by complete details of the agency / organization, audited financial statement / certificate, evidence of experience such as client's certificates, project completion certificates or any other relevant document and details of remittance of the cost of EOI document.

‘**Employer**’ reserves the right to accept or reject any or all EOIs at any point of time without assigning any reason whatsoever.

9. 's Validity: The “**Bidder(s)**” acknowledge that the application submitted in response to this EOI shall constitute an offer to the ‘**Employer**’ which shall remain open for acceptance until the contract is awarded by the ‘**Employer**’. For the avoidance of doubt, neither this EOI nor any response submitted by the “**Bidder(s)**” in response to this EOI shall constitute a legally binding agreement unless and until accepted by the ‘**Employer**’ in writing in the form of a contract executed between the ‘**Employer**’ and the successful “**Bidder**”.

10. Confidentiality: This EOI must not be reproduced in whole or in part without the prior written consent of the ‘**Employer**’. All information contained within this EOI is given in strict confidence. It should not be divulged, irrespective of whether the recipient “**Bidder (s)**” proposes to submit an application to the ‘**Employer**’ or to any third party, without the prior written authority of the ‘**Employer**’.

11. Proprietary Information: All restrictions on the use of data contained within an application and all confidential information must be clearly stated by the “Bidder (s)”. Proprietary information submitted in an application, or in response to the EOI, will be handled in accordance with the applicable law(s) of the government.

Annexure-I

List of NFSM Districts

Sl. No.	State	Rice	Wheat	Pulses
1	Andhra Pradesh (a) Total districts:18 (b) Common districts:7	1. Adilabad 2. Guntur 3. Khammam 4. Krishna 5. Mahaboobnagar 6. Medak 7. Nalgonda 8. Nellore 9. Srikakulam 10. Visakhapatnam 11. Vizianagaram	NIL	1. Adilabad 2. Anantpur 3. Cuddapah 4. East Godavari 5. Guntur 6. Khammam 7. Krishna 8. Kurnool 9. Mahaboobnagar 10. Nalgonda 11. Nizamabad 12. Praksham 13. Srikakulam 14. Warangal
		Total: 11 districts	0	Total: 14 districts
2	Assam (13 districts)	1. Barpeta 2. Bongaigaon 3. Darrang 4. Dhemaji 5. Golpara 6. Karbi-Anglong 7. Kokrajhar 8. Lakhimpur 9. Morigon 10. Nalbari 11. Sonitpur 12. Nagaon 13. Tinsukia	NIL	NIL
		Total: 13 districts	0	0
3	Bihar	1. Araria 2. Banka 3. Champaran East 4. Champaran West 5. Darbhanga 6. Gaya 7. Jamui 8. Katihar	1. Araria 2. Banka 3. Bhagalpur 4. Bhabhua 5. Champaran East 6. Champaran West 7. Darbhanga 8. Jamui	1. Araria 2. Aurangabad 3. Bhabhua 4. Bhojpur 5. Madhubani 6. Madhepura 7. Muzaffarpur 8. Nalanda

Annexure-I Contd..

Sl. No.	State	Rice	Wheat	Pulses
Bihar contd..2 (a) Total districts:33 (b) Common districts in rice & wheat:15 (c) Common districts in rice, wheat & pulses: 7 (d) common districts in rice & pulses:8		9. Kishanganj 10. Madhubani 11. Madhepura 12. Muzaffarpur 13. Nalanda 14. Saharsa 15. Samastipur 16. Sitamarhi 17. Siwan 18. Supaul	9. Katihar 10. Khagaria 11. Kishanganj 12. Madhubani 13. Madhepura 14. Munghyar 15. Muzaffarpur 16. Nalanda 17. Nawada 18. Purnea 19. Rohtas 20. Samastipur 21. Saran 22. Sheikhpura 23. Sitamarhi 24. Supaul 25. Vaishali	9. Patna 10. Purnea 11. Saharsa 12. Samastipur 13. Supaul
		Total: 18 districts	Total: 25 districts	Total: 13 districts
4.	Chattisgarh (a) Total districts:12 (b) Common districts in rice & wheat:6	1. Dantewara 2. Janjgir-Champa 3. Jashpur 4. Kawardha 5. Korba 6. Koriya 7. Raigarh 8. Raipur 9. Rajnandgaon 10. Sarguja	NIL	1. Bilaspur 2. Durg 3. Jashpur 4. Kawardha 5. Raigarh 6. Raipur 7. Rajnandgaon 8. Sarguja
		Total: 10 districts	NIL	Total: 8 districts
5	Gujarat (a) Total districts:13 (b) Common districts in rice & pulses :2 (c) Common districts in wheat & pulses :2	1. Dahod 2. Panchmahals	1. Ahmedabad 2. Banaskantha 3. Sabarkantha 4. Mehsana	1. Banaskantha 2. Bharuch 3. Dahod 4. Jamnagar 5. Kutch 6. Narmada 7. Panchmahals 8. Patan 9. Sabarkantha 10. Surat 11. Vadodara
		Total: 2 districts	Total: 4 districts	Total: 11 districts

Annexure-I Contd..

Sl. No.	State	Rice	Wheat	Pulses
6	Haryana (a) Total districts:10 (b) Common districts in wheat & pulses :2	NIL	1. Ambala 2. Bhiwani 3. Gurgaon 4. Jhajjar 5. Rohtak 6. Mahendergarh 7. Yamunanagar	1. Bhiwani 2. Hisar 3. Rohtak 4. Sirsa 5. Sonapat
		0	Total: 7 districts	Total: 5 districts
7	Jharkhand (5 districts)	1. Gumla 2. Hazaribagh 3. Ranchi 4. Simdega 5. Singhbhum West	NIL	NIL
		Total: 5 districts	0	0
8	Karnataka (a) Total districts:18 (b) Common districts in Rice & pulses :2	1. Belgaum 2. Dakshin Kannada 3. Hassan 4. Raichur 5. Shimoga 6. Uduppi 7. Uttar Kannada	NIL	1. Bagalkot 2. Belgaum 3. Bellary 4. Bidar 5. Bijapur 6. Chitradurga 7. Dharwad 8. Gadag 9. Gulbarga 10. Koppal 11. Mysore 12. Raichur 13. Tumkur
		Total: 7 districts	0	Total: 13 districts
9	Kerala (One District)	1. Palakkad	0	0
10	Madhya Pradesh	1. Anuppur 2. Damoh 3. Dindori 4. Katni 5. Mandla 6. Panna 7. Rewa 8. Satna 9. Shahdol	1. Balaghat 2. Betul 3. Bhind 4. Chhatarpur 5. Damoh 6. Dewas 7. Dhar 8. Dindori 9. East Nimar 10. Guna 11. Harda 12. Indore	1. Chhatarpur 2. Chhindwara 3. Damoh 4. Dewas 5. Guna 6. Jabalpur 7. Jhabua 8. Narsinghpur 9. Panna 10. Raisen 11. Rajgarh 12. Rewa

Annexure-I Contd..

Sl. No.	State	Rice	Wheat	Pulses
Madhya Pradesh contd... (a) Total districts:34 (b) Common districts in Rice & wheat :8 (c) Common districts in Rice & pulses :17 (d) Common districts in Rice, wheat & pulses :4			13. Jabalpur 14. Jhabua 15. Katni 16. Mandla 17. Panna 18. Raisen 19. Rajgarh 20. Rewa 21. Sagar 22. Satna 23. Shahdol 24. Sehore 25. Seoni 26. Shivpuri 27. Sidhi 28. Tikamgarh 29. Ujjain 30. Vidisha	13. Sagar 14. Satna 15. Seoni 16. Shajapur 17. Shivpuri 18. Tikamgarh 19. Ujjain 20. Vidisha
		Total: 9 districts	Total: 30 districts	Total: 20 districts
11	Maharashtra (a) Total districts:24 (b) Common districts in Rice & wheat :2 (c) Common districts in Rice & pulses :1 (d) Common districts in Rice, wheat & pulses :1	1. Bhandara 2. Chandrapur 3. Gadchiroli 4. Gondia 5. Nasik 6. Pune	1. Ahmednagar 2. Aurangabad 3. Dhule 4. Nagpur 5. Nasik 6. Parbhani 7. Pune 8. Solapur	1. Ahmednagar 2. Akola 3. Amravati 4. Aurangabad 5. Buldhana 6. Chandrapur 7. Hingoli 8. Jalgaon 9. Jalna 10. Latur 11. Nagpur 12. Nanded 13. Nasik 14. Osmanabad 15. Parbhani 16. Wardha 17. Washim 18. Yavatmal
		Total: 6 districts	Total: 8 districts	Total: 18 districts
12	Orissa	1. Angul 2. Bolangir 3. Boudha 4. Deoghar 5. Dhenkanal 6. Jajpur	NIL	1. Bargarh 2. Bolangir 3. Cuttack 4. Ganjam 5. Kalahandi 6. Keonjhar

Annexure-I Contd..

Sl. No.	State	Rice	Wheat	Pulses
	Orissa contd.. (a) Total districts:22 (b) Common districts in Rice & pulses :3	7. Jharsuguda 8. Kalahandi 9. Keonjhar 10. Malkangiri 11. Nawapara 12. Nawrangpur 13. Nayagarh 14. Phulbani 15. Sundargarh Total: 15 districts	NIL 0	7. Khurda 8. Nayagarh 9. Puri 10. Rayagada Total: 10 districts
13	Punjab (a) Total districts:11 (b) Common districts in wheat & pulses :6	NIL 0	1. Amritsar 2. Barnala 3. Bhatinda 4. Ferozepur 5. Gurdaspur 6. Hoshiarpur 7. Mohali 8. Roopnagar 9. Sangrur 10. Taran Taran Total: 10 districts	1. Amritsar 2. Barnala 3. Ferozepur 4. Gurdaspur 5. Ludhiana 6. Sangrur 7. Taran Taran Total: 7 districts
14	Rajasthan (a) Total districts:25 (b) Common districts in wheat & pulses :6	NIL 0	1. Ajmer 2. Banswara 3. Bhilwara 4. Bikaner 5. Jaipur 6. Jalore 7. Jhalawar 8. Kota 9. Nagaur 10. Pali 11. Sawai Madhopur 12. Sikar 13. Sirohi 14. Tonk 15. Udaipur Total: 15 districts	1. Ajmer 2. Barmer 3. Bikaner 4. Chittorgarh 5. Churu 6. Dausa 7. Hanumangarh 8. Jaipur 9. Jhunjhunu 10. Jodhpur 11. Kota 12. Nagaur 13. Pratapgarh 14. Sikar 15. Sriganganagar 16. Tonk Total: 16 districts
		0	Total: 15 districts	Total: 16 districts

Annexure-I Contd...

Sl. No.	State	Rice	Wheat	Pulses
15	Tamilnadu (a) Total districts:15 (b) Common districts in rice & pulses :2	1. Nagapattinam 2. Pudukkottai 3. Ramanathapuram 4. Sivagangai 5. Thiruvarur	0	1. Coimbatore 2. Cuddalore 3. Erode 4. Nagapattinam 5. Namakkal 6. Thiruvallur 7. Thiruvarur 8. Thoothukudi 9. Tiruvannmalai 10. Vellore 11. Villupuram 12. Virudhnagar
		Total: 5 districts	0	Total: 12 districts

Annexure-I Contd..

Sl. No.	State	Rice	Wheat	Pulses
16	Uttar Pradesh (a) Total districts:46 (b) Common districts in rice, wheat & pulses :5 (c) Common districts in rice & wheat: 15 (d) Common districts in wheat & pulses: 12 (e) Common districts in rice & pulses: 8	1. Azamgarh 2. Budaun 3. Bahraich 4. Ballia 5. Balrampur 6. Banda 7. Bareilly 8. Basti 9. Deoria 10. Fatehpur 11. Ghazipur 12. Gonda 13. Gorakhpur 14. Hardoi 15. Mainpuri 16. Mau 17. Mirzapur 18. Raebareli 19. Rampur 20. Saharanpur 21. Shravasti 22. Siddharthnagar 23. Sitapur 24. Sonbhadra 25. Sultanpur 26. Unnao	1. Allahabad 2. Ambedkar Nagar 3. Azamgarh 4. Bahraich 5. Ballia 6. Balrampur 7. Barabanki 8. Bareilly 9. Basti 10. Chandauli 11. Deoria 12. Faizabad 13. Fatehpur 14. Ghazipur 15. Gonda 16. Gorakhpur 17. Hamirpur 18. Hardoi 19. Jaunpur 20. Jhansi 21. Kausambhi 22. Kushinagar 23. Lucknow 24. Maharajganj 25. Mainpuri 26. Mathura 27. Mau 28. Pratapgarh 29. Raebareli 30. Ravidas Nagar 31. Sant Kabir Nagar 32. Shravasti 33. Siddharthnagar 34. Sitapur 35. Sonbhadra 36. Sultanpur 37. Unnao 38. Varanasi	1. Budaun 2. Bahraich 3. Ballia 4. Balrampur 5. Banda 6. Barabanki 7. Chandauli 8. Chitrkut 9. Fatehpur 10. Hamirpur 11. Jalaun 12. Jhansi 13. Kanpur Dehat 14. Kausambhi 15. Kheri 16. Lalitpur 17. Mahoba 18. Mirzapur 19. Sitapur
		Total: 26 districts	Total: 38 districts	Total: 19 districts

Annexure-I Contd..

Sl. No.	State	Rice	Wheat	Pulses
17	West Bengal (a) Total districts: 13 (b) Common districts in rice, wheat & pulses: 0 (c) Common districts in rice & wheat: 3 (d) Common districts in rice & pulses: 1	1. 24 Paragana South 2. Cooch Bihar 3. Dinajpur North 4. Howrah 5. Jalpaiguri 6. Midnapur East 7. Midnapur West 8. Purulia	1. Cooch Bihar 2. Dinajpur North 3. Dinajpur South 4. Jalpaiguri	1. Birbhum 2. Malda 3. Murshidabad 4. Nadia 5. Purulia
		Total: 8 districts	Total: 4 districts	Total: 5 districts
All India (17 States) (Total districts: 313)		Total: 136 districts	Total: 141 districts	Total: 171 districts

FORMAT FOR SUBMISSION OF APPLICATION FOR EXPRESSION OF
INTEREST
FOR
ENGAGEMENT OF CONSULTANT FOR MID-TERM EVALUATION OF NFSM

- 1 Name of bidding agency/ firm/
individual:
- 2 Address for Correspondence:
- 3 Date & country of incorporation
(enclose copy of relevant
document)
- 4 Past experience of the firm:-
 - 4.1 No. of years experience in carrying
out Impact Assessment Studies:
 - 4.2 Precise approach and
methodology proposed to be
adopted in the Assessment and its
accomplishment:
 - 4.3 Agencies understanding of project
work:
 - 4.4 Mid-Term evaluation studies carried out:-
 - 4.4.1 In agriculture sector:
 - 4.4.2 In allied sectors:
- 5 Experience of key personnel:-
 - 5.1 List of Key Personnel:
 - 5.2 Qualifications:
 - 5.3 Relevant Experience:
- 6 Turnover for last 3 years (Rs. in
crores) (**enclose audited financial
statement**):
- 7 Project completion certificates for
projects completed during last 10
years in support of experience:
- 8 Details of demand draft towards bid processing fee for EOI:
 - 8.1 **Enclosed** Bank Demand Draft No.
& date:
 - 8.2 Amount of Bank Demand draft.
 - 8.3 Name of the Bank.

NB: All pages of the application of EOI be numbered and signed.

Signature of authorized person
Name and Designation

PART-III

RfP DOCUMENT FOR MID-TERM EVALUATION OF NFSM

Section-1.
Letter of Invitation

Government of India
Ministry of Agriculture
(Department of Agriculture & Co-operation)
Crops Division
NFSM Cell
Krishi Bhawan, New Delhi-110 011

F.No.....

Date:

To,

.....(Name & address of the Consultant)
.....
.....
.....

1. The NFSM Cell, Crops Division, Department of Agriculture & Cooperation, Ministry of Agriculture, Government of India, Krishi Bhavan, New Delhi-110 011” (hereinafter called “**Employer**”) is executing Centrally Sponsored Scheme of National Food Security Mission.

2. The “**Employer**” has invited EOI to provide the consulting services on “Mid-Term Evaluation of NFSM. The details on the services to be rendered by the “**Consultants**” are provided in the Terms of Reference & Scope of Work in the RFP document. As your firm was short-listed based on your EOI, you are now invited to submit your proposal as per the attached RFP document.

3. A firm will be selected under CCQBS as per procedure described in this RFP.

5. The RFP includes the following documents:-

Section-1 - Letter of Invitation.

Section-2 - Information to “**Consultants**” (including Data Sheet).

Section-3 - Forms of Technical proposal.

Section-4 - Forms of Financial proposal.

Section-5 -Terms of Reference & Scope of work.

Section-6 - Contract Form.

6. Please inform in writing to “The Director (Crops), Department of Agriculture & Cooperation, Ministry of Agriculture, Government of India, Room No. 247-C, Krishi Bhavan, New Delhi-110 001” upon receipt;

(a) that you received the Letter of Invitation and RFP document; and

(b) that you will submit the proposal by the date & time indicated in Part-II of the information to “**Consultants**” called project specific information.

Yours sincerely,

Encl: As above.

(.....)
Director (Crops)

Section-2

Instructions to “Consultants”

Part-I

1. Definitions:

(a) “**Employer**” means “The NFSM Cell, Crops Division, Department of Agriculture & Cooperation, Ministry of Agriculture, Government of India, Krishi Bhavan, New Delhi-110 011”.

(b) “**Consultant**” means any entity or person or associations of person who have been short listed to submit their proposals that may provide or provides the services to the “**Employer**” under the contract.

(c) “**Contract**” means the contract signed by the parties and all the attached documents listed in its **Clause-1** that is the “**General Conditions (GC)**”, the project “**Specific Conditions (SC)**” and the *Appendices*.

(d) “**Project specific information**” means such part of the instructions to “**Consultants**” used to reflect specific project and assignment conditions.

(e) “**Day**” means calendar day.

(f) “**Government**” means the Government of India.

(g) “**Instructions to Consultants**” (**Section-2** of the RfP) means the document which provides short-listed “**Consultants**” with all information needed to prepare their proposals.

(i) “**LOI**” (**Section-1** of the RfP) means the Letter of Invitation being sent by the “**Employer**” to the short-listed “**Consultants**”.

(j) “**Personnel**” means professionals and support staff provided by the “**Consultant**” or by any “**Sub-Consultant**” and assigned to perform the services or any part thereof; “**Foreign Personnel**” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “**Domestic Personnel**” means such professionals and support staff who at the time of being so provided had their domicile in India.

(k) “**Proposal**” means the Technical Proposal and the Financial Proposal.

(l) “**RfP**” means the Request For Proposal prepared by the “**Employer**” for the selection of “**Consultant**” based on the RfP.

(n) “**Assignment/job**” means the work to be performed by the “**Consultant**” pursuant to the contract.

(o) “**Sub-Consultant**” means any person or entity with whom the “**Consultant**” sub-contracts any part of the Assignment/job.

(p) “**Terms of Reference**” (TOR) means the document included in the RfP as **Section-5** which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the “**Employer**” and the “**Consultant**”, and expected results and deliverables of the Assignment/job.

2. Introduction:

2.1 The “**Employer**” named in the **Part-II: Data Sheet** will select a consulting firm/organization (“**Consultants**”) from those to whom the **LOI** has been addressed, in accordance with the method of selection specified in the **Part-II: Data Sheet**.

2.2 The name of the assignment/Job has been mentioned in **Part-II: Data Sheet**. Details of Terms of Reference and Scope of work of the assignment/ job have been described in the **Section-5**.

2.3 The date, time and address for submission of the proposals: The “**Consultants**” shall submit the proposal to the “**Employer’s**” **address** given in **Part-II: Data Sheet**.

2.4 The short-listed “**Consultants**” are invited to submit their proposal, for consulting Assignment/job named in the **Part-II: Data Sheet**. The proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected “**Consultant**”.

2.5 “**Consultants**” should familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the Assignment/job and local conditions, “**Consultants**” are encouraged to meet the “**Employer’s**” representative named in **part II Data Sheet** before submitting a proposal and to attend a **pre-proposal meeting** specified in the **Part-II: Data Sheet**. Attending the **pre-proposal meeting** is optional. “**Consultants**” should contact the “**Employer’s**” representative to obtain additional information on the **pre-proposal meeting**.

2.6 The “**Employer**” will provide at no cost to the “**Consultants**” the inputs and facilities specified in the **Part-II: Data Sheet** and make available relevant project data and reports.

2.7 “Consultants” shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The **“Employer”** is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the **“Consultants”**.

3. Eligibility of Association of “Consultants” and Sub-“Consultants”:

3.1 If the **“Consultant”** had formed an association of **“Consultants”**, each member of the association of **“Consultant”** shall be evaluated as per the qualification/eligibility criteria set forth in **Part-II: data Sheet**. The combined score of the each member of the association of **“Consultant”** shall be taken into account for evaluation purpose. If any member of the association of **“Consultants”** is dropped at the RfP stage, such a association of **“Consultant”** is liable to be rejected by the **“Employer”**. However, the **“Employer”**, at its sole discretion, may decide to evaluate for short-listing such association of **“Consultant”** without considering the strength of the dropped member and if found eligible, may allow such association of **“Consultant”** to submit their proposal.

3.2 A short-listed **“Consultant”** may associate with **“Consultants”** and /or individual expert at the time of submission of proposal. Under such circumstances each member of the association of **“Consultant”** shall be evaluated as per the qualification/ eligibility criteria set forth in **Part-II: Data Sheet**. The combined score of the each member of the association of **“Consultant”** shall be taken into account for evaluation purpose. However, the lead member of the association of the **“Consultant”** shall be the **“Consultant”** who has been short-listed by the **“Employer”** and **“Employer”** shall deal with only the lead member for the purpose of this assignment. Although the contract shall be signed by all the members of the associations of the **“Consultants”**, the lead member of the association of the **“Consultant”** shall be responsible and liable to the **“Employer”** for every aspect of their proposal, contract & other conditionality (ies) contained in the RfP.

4. Clarification and Amendment of RFP Documents:

4.1 “Consultants” may request a clarification on any clause of the RfP documents up to the number of days indicated in the **Part-II: Data Sheet** before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the **“Employer’s”** address indicated in the **Part-II: Data Sheet**. The **“Employer”** will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all **“Consultants”**. Should the **“Employer”** deem it necessary to amend the RfP as a result of a clarification, it shall do so following the procedure under **para. 4.2** below.

4.2 At any time before the submission of proposals, the “**Employer**” may amend the RfP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all “**Consultants**” and will be binding on them. “**Consultants**” shall acknowledge receipt of all amendments. To give “**Consultants**” reasonable time in which to take an amendment into account in their proposals the “**Employer**” may, if the amendment is substantial, extend the deadline for the submission of proposals.

5. Conflict of Interest:

5.1 “**Employer**” requires that “**Consultants**” provide professional, objective, and impartial advice and at all times hold the “**Employer’s**” interests paramount, strictly avoid conflicts with other Assignment/ jobs or their own corporate interests and act without any consideration for future work.

5.2 Without limitation on the generality of the foregoing, “**Consultants**”, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities:

(i) A firm that has been engaged by the “**Employer**” to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm’s consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting Assignment/job:

(ii) A “**Consultant**” (including its personnel and “**Sub-Consultants**”) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the “**Consultant**” to be executed for the same or for another “**Employer**”. For example, a “**Consultant**” hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a “**Consultant**” assisting a “**Employer**” in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a “**Consultant**” hired to prepare Terms of Reference for an Assignment/job should not be hired

for the Assignment/ job in question. The “**Employer**” may, however, use his discretionary power to rescind this clause depending upon adequacy on responsiveness of the proposal made by “**Consultants**”.

Conflicting relationships:

(iii) A “**Consultant**” (including its personnel and “**Sub-Consultants**”) that has a business or family relationship with a member of the “**Employer’s**” staff who is directly or indirectly involved in any part of:-

(a) the preparation of the Terms of Reference of the Assignment/job,

(b) the selection process for such Assignment/job, or

(c) supervision of the contract, may not be awarded unless the conflict stemming from this relationship has been resolved in a manner acceptable to the “**Employer**” throughout the selection process and the execution of the contract.

5.3 “**Consultants**” have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their “**Employer**”, or that may reasonably be perceived as having this effect. Any such disclosure shall be incorporated in the prescribed format of technical proposal. If the “**Consultant**” fails to disclose said situations and if the “**Employer**” comes to know about any such situation at any time, it may lead to the disqualification of the “**Consultant**” during bidding process or the termination of its contract during execution of assignment.

5.4 No agency or current employees of the “**Employer**” shall work as “**Consultants**” under their own ministries, departments or agencies.

6. Unfair Advantage:

6.1 If a short-listed “**Consultant**” could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per **para. 5** above, the “**Employer**” shall make available to all short-listed “**Consultants**” together with this RfP all information that would in that respect give such “**Consultant**” any competitive advantage over competing “**Consultants**”.

7. Proposal:

7.1 Short-listed “**Consultants**” may only submit one proposal. If a “**Consultant**” submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same “**Sub-Consultant**”, including individual experts, to more than one proposal.

8. Proposal Validity:

8.1 Proposal Validity Period: The proposal to RfP will remain valid and open for evaluation according to its terms for a period of at least **120 days with effect from 15.00 hours of 2nd August, 2010**-the time the RfP closes on the deadline for lodgment of RFP. During this period, “Consultants” shall maintain the availability of professional staff nominated in the proposal and also the financial proposal unchanged. The “Employer” will make its best effort to complete selection of “**Consultants**” within this period. Should the need arise, however, the “**Employer**” may request “**Consultants**” to extend the validity period of their proposals. “**Consultants**” who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the proposal, “**Consultants**” could submit new staff in replacement, who would be considered in the final evaluation for contract award. “**Consultants**” who do not agree have the right to refuse to extend the validity of their proposals; under such circumstance the “**Employer**” shall not consider such proposal for further evaluation.

9. Preparation of Proposals:

9.1 The proposal as well as all related correspondence exchanged by the “**Consultants**” and the “**Employer**”, shall be written in English language, unless specified otherwise.

9.2 In preparing their proposal, “**Consultants**” are expected to examine in detail the documents comprising the RfP. Material deficiencies in providing the information requested may result in rejection of a proposal.

9.3 While preparing the Technical proposal, “**Consultants**” must give particular attention to the following:-

(a) If a short-listed “**Consultant**” considers that it may enhance its expertise for the Assignment/job by associating with other “**Consultants**” in sub-consultancy, it may associate with a non-short-listed “**Consultant**”.

(b) The Proposal shall be based on the number of professional staff-months or budget estimated by the “**Consultants**”. While making the proposal, the “**Consultant**” must ensure that he proposes the minimum number and type of experts as sought by the “**Employer**”, failing which the proposal shall be considered as non-responsive.

(c) Alternative professional staff shall not be proposed, and only one *curriculum vita (CV)* may be submitted for each position mentioned.

9.4 “Consultants” are required to submit a Technical proposal (TP) in forms provided in **Section-III**. The **Part-II: Data sheet** in **Section-II** indicates the formats of the Technical proposal to be submitted. Submission of the wrong type of Technical proposal will result in the proposal being deemed non-responsive. The Technical proposal shall provide the information indicated in the following **paras from (a) to (g)** using the attached prescribed **Forms (Section-3)**. **Form Tech – I** in **Section-III** is a sample letter of technical proposal which is to be submitted along with the technical proposal.

(a) A brief description of the **“Consultant’s”** organization and in the case of a consortium/ joint venture, of each partner, will be provided in **Form Tech-2**. In the same **Form**, the **“Consultant”** and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/ job, the outline should indicate the names of **“Sub-Consultants”/**professional staff who participated, duration of the Assignment/job, contract amount, and **“Consultant’s”** involvement. Information should be provided only for those Assignment/jobs for which the **“Consultant”** was legally contracted by the **“Employer”** as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual professional staff working privately or through other consulting firms cannot be claimed as the experience of the **“Consultant”**, or that of the **“Consultant’s”** associates, but can be claimed by the Professional staff themselves in their **CVs**. **“Consultants”** should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.

(b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job; and on requirements for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. to be provided by the **“Employer” (Form TECH-3 of Section-3)**.

(c) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under **Form TECH-4 of Section-3**. The work plan should be consistent with the Work Schedule (**Form TECH-8 of Section-3**) which will show in the form of a bar chart the timing proposed for each activity.

(d) The list of the proposed professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks is to be provided in **Form TECH-5 of Section-3**.

(e) Estimates of the staff input needed to carry out the Assignment/job needs to be given in **Form TECH-7 of Section-3**. The staff-months input should be indicated separately for each location where the “**Consultants**” have to work and / or provide their key staff.

(f) CVs of the professional staff as mentioned in **para 9.4 (d)** above signed by the staff themselves or by the authorized representative of the professional staff (**Form TECH-6 of Section-3**).

(g) A detailed description of the proposed methodology and staffing for training needs to be given, if the **Part-II: Data sheet** specifies training as a specific component of the Assignment/job.

9.5 The Technical proposal shall not include any financial information. A Technical proposal containing financial information may be declared non responsive.

9.6 Financial proposals: The Financial proposal shall be prepared using the attached **Standard Forms (Section-4)**. It shall list all costs associated with the Assignment/job, including;

(a) remuneration for staff; and

(b) reimbursable expenses indicated in the **Part-II: Data sheet**. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10. Taxes: The “**Consultant**” shall fully familiarize themselves about the applicable to Domestic taxes (such as: value added or sales tax, service tax or income taxes, duties, fees, levies) on amounts payable by the “**Employer**” under the contract. All such taxes must be included by the “**Consultant**” in the financial proposal.

11. Currency: “**Consultants**” shall express the price of their Assignment/job in India Rupees. [In case of assignment where payment in foreign currency is allowed to be made, the “**Consultants**” are free to make their quote in any foreign currency. The “**Employer**” shall mention the provision regarding conversion of such foreign currency to **Indian Rupees**]

12. Earnest Money Deposit (EMD) and Bid processing Fees:

12.1 Earnest Money Deposit:

(i) An EMD of **Rs. 20, 000/-** (Rupees twenty thousands only) in the form of Bank Demand Draft drawn in favor of the “**DDO, Department of Agriculture & Cooperation, Ministry of Agriculture, Government of India, Krishi Bhavan, New Delhi-110 011**” payable at New Delhi must be submitted along with the proposal.

(ii) Proposals not accompanied by EMD shall be rejected as non-responsive.

(iii) No interest shall be payable by the “**Employer**” for the sum deposited as earnest money deposit.

(iv) No bank guarantee will be accepted in lieu of the earnest money deposit.

(v) The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.

12.2 The EMD shall be forfeited by the “**Employer**” in the following events:

(i) If proposal is withdrawn during the validity period or any extension agreed by the “**Consultant**” thereof.

(ii) If the proposal is varied or modified in a manner not acceptable to the “**Employer**” after opening of Proposal during the validity period or any extension thereof.

(iii) If the “**Consultant**” tries to influence the evaluation process.

(iv) If the first ranked “**Consultant**” withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the “**Consultant**”).

13 Bid Processing Fees: The Bid processing fee collected at the time of issue of EOI document will suffice for RfP also. The proposal, which does not include the bid processing fees, would be rejected as non-responsive.

14. Submission, Receipt, and Opening of Proposal:

14.1 The original proposal, both technical and financial proposals shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of **TECH-1** of **Section-3**, and **FIN-1** of **Section-4**.

14.2 An authorized representative of the “**Consultants**” shall initial all pages of the original Technical and Financial proposals including enclosures. The authorization shall be in the form of a written power of attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial proposals shall be marked “**ORIGINAL**”.

14.3 The original and four (4) copies of the Technical proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL: MTE-NFSM**” Similarly, the original financial proposal (only original copy) shall be placed in a sealed envelope clearly marked “**FINANCIAL PROPOSAL: MTE-NFSM**”. The envelopes containing the Technical proposals, Financial Proposals, Bank DD towards EMD shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked “**DO NOT OPEN TECHNICAL PROPOSAL BEFORE 17th AUGUST, 2010**” & “**DO NOT OPEN FINANCIAL PROPOSAL BEFORE 1500 HOURS ON 17th AUGUST, 2010**”. The “**Employer**” shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for proposal rejection. If the Financial proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the proposal non-responsive.

14.4 The proposals must be sent to the address/addresses of the “**Employer**” indicated in the **Data sheet** and received by the “**Employer**” no later than the time and the date indicated in the **Data sheet**, or any extension to this date in accordance with **para 4.2** above. Any proposal received by the “**Employer**” after the deadline for submission shall be returned unopened.

15. Proposal evaluation:

15.1 From the time the proposals are opened to the time the contract is awarded, the “**Consultants**” should not contact the “**Employer**” on any matter related to its Technical and/or Financial proposal. Any effort by “**Consultants**” to influence the “**Employer**” in the examination, evaluation, ranking of proposals, and recommendation for award of contract may result in the rejection of the “**Consultant’s**” proposal.

15.2 The “**Employer**” has constituted a “**Consultant Selection Committee (CSC)**” which will carry out the entire evaluation process.

15.3 Evaluation of Technical proposals: CSC while evaluating the Technical proposals shall have no access to the financial proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

15.4 The **CSC** shall evaluate the Technical proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the **Data sheet**. In the first stage of evaluation, a proposal shall be rejected if it is found deficient as per the requirement indicated in the **Data sheet** for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the “**Consultant**” and the evaluation criteria for the technical proposal shall be as defined in the **Data sheet**.

15.4.1 Presentation: Eligible applicants would be required to make a presentation of their credentials and proposal before CSC constituted by Department of Agriculture and Cooperation, Union Ministry of Agriculture on 17th August 2010 by 10.30 hours in Committee Room No-142, Krishi Bhawan, New Delhi-110 001. The exact date, time and venue of the presentation will be intimated separately. The applicants would be assessed broadly on the following criteria:

- a) Experience and capability of the applicant in carrying out the proposed evaluation and impact assessment.
- b) Availability of experienced personnel with qualification of key team members to be deployed (full time & part time separately).
- c) Detailed information of past work of similar nature done in the last three years, with their financial status.
- d) Technical approach, methodology and work plan for the proposed assignment.

The Department will not reimburse any traveling cost, boarding and lodging expenses incurred for making the presentation.

15.5 Public opening & evaluation of the financial proposals: Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified in the **Data sheet**, in the presence of the “**Consultants**” representatives who choose to attend. The name of the “**Consultants**”, their technical score (if required) and their financial proposal shall be read aloud.

15.6 The **CSC** will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial proposal differently from the Technical proposal,

- (i) if the **Time-Based form of contract** has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial proposal so as to make it consistent with that indicated in the Technical proposal, apply the relevant unit price included in the Financial proposal to the corrected quantity and correct the total proposal cost,
- (ii) if the **Lump-Sum form of contract** has been included in the RFP, no corrections are applied to the financial proposal in this respect. If permitted under RFP to quote in any currency other than **Indian Rupees**, prices shall be converted to **Indian Rupees** using the selling rates of exchange, source and reference date indicated in the **Data sheet**. Normally, the date will be the date of opening of the tender unless specified otherwise in the **Data sheet**.

15.7 After opening of financial proposals, “**Combined Quality Cum Cost Based Selection (CQCCBS)**” method shall be applied to determine the “**Consultant**” who will be declared winner and be eligible for award of the contract. The methods of selections are described in the **Data Sheet**.

16. Negotiations: No negotiations at any stage are provided for this study- “**Mid-Term Evaluation of NFSM**” in view of the extant vigilance instructions.

17. Award of Contract:

17.1 After completion of selection process, the “**Employer**” shall issue a Letter of Intent to the selected “**Consultant**” and promptly notify all other “**Consultants**” about the decision taken who have submitted proposals.

17.2 The “**Consultants**” will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract in **Section-6**, within **15** days of issuance of the letter of intent.

17.2 The “**Consultant**” is expected to commence the Assignment/job on the date and at the location specified in the **Part II Data Sheet**.

18. Confidentiality: Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the “**Consultants**” who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any “**Consultant**” of confidential information related to the process may result in the rejection of its proposal and may be subject to the provisions of the “**Employer’s**” antifraud and corruption policy.

Part-II- DATA SHEET
INSTRUCTIONS TO CONSULTANT

Clause No. of Data Sheet	Ref of ITC	Particulars	Details
1	1.1	Name of the Employer:	The NFSM Cell, Crops Division, Department of Agriculture & Cooperation, Ministry of Agriculture, Government of India, Krishi Bhavan, New Delhi-110 011".
2	2.2	Name of the Assignment/job is:	Mid-Term Evaluation of NFSM
3	2.5	A pre-proposal meeting will be held: Yes [If yes, indicate date, time, and venue]/No	16 th July, 2010 at 1100 hrs at Committee Room No 142, Krishi Bhawan, New Delhi-110 001
4	14.4	Date & time and address for submission of proposal/ bid:	
		Date	2 nd August, 2010
		Time	1500 hrs
		Address	Director (Crops), Department of Agriculture & Cooperation, Union Ministry of Agriculture, Room No-247 A, Krishi Bhawan, New Delhi-110 001
5	2.5	The Employer's representative is:	Director (Crops)
		Address:	Department of Agriculture & Cooperation, Union Ministry of Agriculture, Room No-247 A, Krishi Bhawan, New Delhi-110 001
		Telephone:	91-11-23388579
		Facsimile:	91-11-23388579
		E-mail:	adidam neeraja [neerajasastry@gmail.com]

6	2.6	The Employer will provide the following inputs and facilities:	The ' Employer ' shall share the requisite information/data pertaining to NFSM, available with the Department of Agriculture & Cooperation, Ministry of Agriculture, Government of India with the " Bidder(s) " for the purpose of submitting proposal in response to RfP.
7	-	The Employer envisages the need for continuity for downstream work: Yes / No [If yes, outline in the TOR the scope, nature, and timing of future work]	No
8	8.1	Proposals must remain valid	The proposal to RfP will remain valid and open for evaluation according to its terms for a period of at least 120 days with effect from 15.00 hours of 2nd August, 2010 -the time the RfP closes on the deadline for lodgment of RFP.
9	4.1	Clarifications may be requested not later than [10days] days before the submission date.	5 th July, 2010
10	2.5	The address for requesting clarifications is:	Director (crops), Department of Agriculture & Cooperation, Union Ministry of Agriculture, Room No-247 A, Krishi Bhawan, New Delhi-110 001
		Facsimile:	91-11-23388579
		E-mail:	adidam neeraja [neerajasastry@gmail.com]
11	9.4	The formats of the Technical Proposal to be submitted are:	Form Tech 1: Letter of Proposal submission; Form Tech 2: Consultant's organization & experience; Form Tech 3: Comments & suggestions on TOR; Form Tech 4: Approach & methodology;

			<p>Form Tech 5: Team composition; Form Tech 6: Curriculum vitae; Form Tech 7: Staffing Schedule; Form Tech 8: Work Schedule; Form Tech 9: Comment / modification suggested on draft contract; and Form Tech 10: Information regarding any conflicting activities and declaration thereof.</p>
12	9.4 (g)	Training is a specific component of this Assignment/job: Yes./No.	Yes, training of Enumerators to be organized by the “ Consultant ”.
13	11	Consultant to state the cost in Indian Rupees:	Yes.
14	14.3	Consultant must submit the original and [5 including one original] copies of the Technical Proposal, and the original of the Financial Proposal.	<p>-Five copies including original of Technical proposal in the prescribed Form; and -Original copy (one) of Financial proposal.</p>
15	-	Evaluation Criteria : Criteria, sub-criteria, for evaluation of Technical Proposals have been prescribed	Yes (Appendix-I)
16	15.7	Method of Selection:	Combined Quality Cum Cost Based selection (CQCCBS)- (Appendix-II)
17	-	Expected date for commencement of consulting Assignment/job.	6 th September, 2010
18	-	Location for performance assignment / job:	The rice component of the scheme is being implemented in 136 districts of fourteen (14) states, wheat component in 141 districts of nine (9) states and pulses component in existing districts of ISOPOM as well as 171 districts of 14 states. Thus, the scheme for all the three (3) component crops is being implemented in 313 districts of 17 states in the country.

Appendix-I

1. Consultancy Selection Committee (CSC):

In accordance with the provisions contained in "Manual of policies and Procedure of Employment of Consultant" issued by Department of Expenditure, Ministry of Finance, Government of India, all cases having financial implications of more than Rs. Ten lakhs, a CSC comprising of at least three members at appropriate level including Financial Adviser or his representative. In view of complexity of the scheme owing to large number of interventions, stakeholders and program span, expert from the field of Management besides Crop Production and Planning Experts will constitute the CSC. The composition of CSC for constitution is as under:-

1. Agriculture Commissioner, DAC, Ministry of Agriculture: Chairman
2. Financial Advisor, DAC, Ministry of Agriculture: Member
3. Joint Advisor (Program Evaluation), Planning Commission: Member
4. Professor of Management Studies,
Faculty of Management Sciences, University of Delhi: Member
5. Director (Crops), DAC, Ministry of Agriculture: Member Secretary

The CSC shall be responsible for all aspects and stages of the "Consultant's" selection i.e. issuance of EOI, evaluation of EOI, short-listing of bidders, deciding TOR, issuance of RfP, evaluation of technical and financial proposals and final selection of the bidder.

2. Consultancy Monitoring Committee (CMC): The "Employer" shall also constitute a CMC comprising at least three (3) members at appropriate level, including a representative of Crops Division. Once the selection procedure of successful bidder is over, monitoring the progress of the assignment need be carried out. If considered appropriate, the "Employer" may select all or any of the members of CSC as members of CMC. The CMC shall be responsible to monitor the progress of the assignment, to oversee that the assignment is carried out as per agreed TOR and contractual conditions, to assess the quality of the deliverables, to accept / reject any part of assignment, to levy appropriate liquidated damages or penalty if the assignment is not carried out as per the contract and if the quality of services is found inferior and for any such deficiency related to the completion of the assignment.

3. Criteria and sub-criteria for evaluation of Technical proposals

In order to facilitate the evaluation procedure, it is proposed that broad based criteria/sub-criteria be devised for scientific evaluation of Technical proposals by the CEC. The criteria/sub-criteria so devised shall be sifted in to a summary of evaluation sheet for all the bidders at one place for assigning the rating.

The ratings assigned by the CEC members shall be converted in to score on the basis of weightage assigned to each criteria/sub-criteria. The evaluation

sheet of the Technical proposals will be used for computing the “Highest Point Based” analysis of Technical & financial proposals by the CEC for determining the successful bidder. The format of “**SUMMARY EVALUATION SHEET FOR TECHNICAL PROPOSAL OF MTE OF NFSM**” has been given below in **Table.2**. It is important that subjectivity implicit to any individual professional judgment be complemented by transparency, consistency, and fairness. The individual evaluator entrusted with evaluation should, when required, be able to explain to the satisfaction of a qualified reviewer from the higher authority. One way of helping to achieve the above is by adopting a suitable rating system for the evaluation of technical proposals under the criteria and sub-criteria provided in the RfP.

Table.2: SUMMARY EVALUATION SHEET FOR TECHNICAL PROPOSAL OF MTE OF NFSM

EVALUATION CRITERIA	Max.	Consultant – 1		Consultant – 2		Consultant – 3		Consultant – 4	
	Weight	Rating	Score	Rating	Score	Rating	Score	Rating	Score
I. Experience of bidder	10								
a. Experience of conducting studies in agriculture & allied sectors	5								
b. Experience in conducting national level studies	5								
II. Adequacy of the proposed methodology, scope of work & work plan in responding to TOR	50								
a. Technical approach & Methodology	25								
b. Work Plan	15								
c. Organization and staffing	10								
III. Personnel (Areas of Expertise)	40								
a. Team Leader	25								
(i) General Qualification	10								
(ii) Competence for the assignment	Experience in similar projects	10							
	Domain knowledge	5							
b. Team members	15								
(i) General Qualification	5								
(ii) Competence for the assignment	Experience in similar projects	5							
	Domain knowledge	5							
TOTAL	100								
Rating: Very Good - 100%; Good - 90%; Satisfactory - 70%; Poor - 40%									
Score: Maximum Weight x Rating / 100									
Note: Inter-band ratings are not allowed in application of the above rating scale. For example, only a score of 90 or 80 can be given, not 85, 87, etc.									
However, for III. Personnel, figures in the rating column may result to inter-band ratings derived from the "Total Score" column of the Personnel Evaluation Sheet.									

Evaluation

Done by: Signature.....
 Name & designation of CEC member

Signature.....
 Name & designation of CEC member

Signature.....
 Name & designation of CEC member

Date of approval

3.1 Rating System of the criteria/sub-criteria for evaluation of technical proposal: The methodology for rating of sub-criteria need also be devised for computation of score(s) for evaluation of Technical proposals under RfP by CEC. For this purpose, the grades indicated below in **Table.1** need be adopted to eliminate the subjectivity implicit to any individual professional judgement to complement transparency, consistency and fairness. These grades will apply *mutatis mutandis* across criteria/sub-criteria.

Table.1: Recommended Grades and Percentage Rating for Technical approach & methodology, work plan and organisation & staffing.

Grade (level of responsiveness)	Percentage Grade (level of responsiveness) rating
Poor	40
Satisfactory	70
Good	90
Very Good	100

3.2 Defining the grades: The grades in respect of all the criteria except the criteria cited at Sl. No.2-**Adequacy of the proposed methodology, scope of work & work plan in responding to TOR** of **Table.2** are self-explanatory and have accordingly not defined separately.

Table.2: Criteria for rating of parameters for evaluation of technical proposals.

S. No.	Parameters	Rating (%)
1	Experience of bidder	
1.1	Experience of conducting studies in agriculture & allied sectors	100
	Very Good (≥ 10 years)	100
	Good (9 to < 10 years)	90
	Satisfactory (7 to < 9 years)	70
	Poor (< 7 years)	40
1.2	Experience in conducting national level studies	
	Very Good (≥ 10 years)	100
	Good (9 to < 10 years)	90
	Satisfactory (7 to < 9 years)	70
	Poor (< 7 years)	40
2.	Adequacy of the proposed methodology, scope of work & work plan in responding to TOR	
2.1	Technical approach & Methodology	Averaged on the basis of rating by CEC members
2.2	Work Plan	Averaged on the basis of rating by CEC members

Sl. No.	Parameters	Rating (%)
2.3	Organization and staffing	Averaged on the basis of rating by CEC members
3	Personnel (Areas of Expertise)	
3.1	Team Leader	100
3.1.1	General Qualification	
	Very Good (PG in agriculture/management & above)	100
	Poor (Graduate)	40
3.1.2	Competence for the assignment	
	Experience in similar projects as a Team leader	
	Very Good (3 and above assignments)	100
	Good (2 assignments)	90
	Poor (1 assignment)	40
3.1.2.2	Domain (Agriculture & allied sectors) knowledge	
	Very Good (≥ 10 years)	100
	Good (9 to < 10 years)	90
	Satisfactory (7 to < 9 years)	70
	Poor (< 7 years)	40
3.2	Team Member	
3.2.1	General Qualification	
	Very Good (Graduate in agriculture/management & Above)	100
	Poor (Below Graduate)	40
3.2	Competence for the assignment	
3.2.1	Experience in similar projects	
	Very Good (2 and above assignments)	100
	Poor (1 assignment)	40
3.2.2	Domain knowledge	
	Very Good (≥ 3 years)	100
	Good (2 to < 3 years)	90
	Poor (< 2 years)	40

In so far as the definition of the grades pertaining to the criteria-Proposed methodology and work plan is concerned, the definition of the grades of each of the following sub-criteria is illustrated as under:-

(a) Technical Approach and Methodology:

Poor: The technical approach or the methodology(or both) envisaged to carry out important activities indicated in the TOR is inappropriate or very poorly

presented, indicating that the consultant has misunderstood important aspects of the scope of work.

Satisfactory: The way to carry out the different activities of the TOR is discussed generically. The approach is standard and not specifically tailored to the assignment. Although the approach and methodology are suitable, they do not include a discussion on how the consultant proposes to deal with critical characteristics of the assignment.

Good: The proposed approach is discussed in detail, and the methodology is specifically tailored to the characteristics of the assignment and flexible enough to allow it to adapt to changes that may occur during execution of the services.

Very Good: In addition to the requirements listed above under “good,” important issues are approached in an innovative and efficient way, indicating that the consultants have understood the main issues of the assignment and have outstanding knowledge of new solutions. The proposal details ways to improve the results and the quality of the assignment by using advanced approaches, methodologies, and knowledge.

(b) Work Plan:

Poor: The activity schedule omits important tasks; the timing of activities and correlation among them are inconsistent with the approach or methodology proposed. There is a lack of clarity and logic in the sequencing.

Satisfactory: All key activities are included in the activity schedule, but they are not detailed. There are minor inconsistencies between timing, assignment outputs, and proposed approach.

Good: The work plan responds well to the TOR; all important activities are indicated in the activity schedule, and their timing is appropriate and consistent with the assignment outputs. Moreover, the interrelation between the various activities is realistic and consistent with the proposed approach. There is a fair degree of detail that facilitates understanding of the proposed work plan.

Very Good: In addition to the requirements listed above under “good,” decision points and the sequence and timing of activities are very well defined, indicating that the consultant has optimised the use of resources. A specific chapter of the proposal explains the work plan in relation to the proposed approach. The work plan allows flexibility to accommodate contingencies.

(c) Organization and Staffing:

Poor: The organization chart is perfunctory, the staffing plan is weak in important areas, and the staffing schedule is inconsistent with the timing of the most

important outputs of the assignment. There is no clarity in allocation of tasks and responsibilities. The proposed specialists have never worked together as a team.

Satisfactory: The organization chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate, and staffing is consistent with both timing and assignment outputs.

Good: In addition to the definition above in “satisfactory,” the staff is very well balanced(that is, they show good coordination, clear and detailed definition of duties and responsibilities, not too many short-term experts, not too many generalists, staff skills and needs are matched precisely, and they enjoy good logistical support). Some members of the project team have worked together before to some extent.

Very Good: Besides meeting all the requirements for a “good” rating, the proposed team is integrated, and several members have worked together extensively in the past; a detailed explanation of the bidder’s role and integration in the assignment is provided. The proposal contains a detailed discussion showing that the consultants have optimised the use and deployment of staff with efficiency and economy, based on the proposed logistics.

Combined Quality Cum Cost Based selection (CQCCBS) method of selection of consultants

1. Evaluation of Financial proposals: After completion of technical evaluation, the bidders who have been found qualified under all parameters of the eligibility criteria set out for evaluation of Technical proposals at para-3.20 as above will be considered technically qualified. The Financial proposals of the technically qualified bidders will be opened and contract shall be awarded by following the below mentioned procedure:

The evaluation of bids shall be carried out by the Consultancy Selection Committee (CSC) adopting Combined Quality cum Cost Based Selection (CQCCBS) on highest point's basis without negotiations. Under CQCCBS, the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%. The proposal with the lowest cost may be given a financial score of 100 and other proposals shall be given financial scores that are inversely proportional to their prices. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.

2. Highest point's basis: On the basis of the combined weighted score for quality and cost, the bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 and so on. The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract.

As an example, the following procedure will be followed. In a particular case of selection of bidder, it was decided to have minimum qualifying marks for technical bids as 75 and the weightage of the technical bids and financial bids was kept as 70:30. In response to the RFP, 3 proposals, A, B & C were received.

The CEC awarded them 75, 80 and 90 marks respectively. The minimum qualifying marks were 75. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Evaluated cost of the proposal:-

- A- Rs.120.
- B- Rs.100.
- C- Rs.110.

Using the formula LEC / EC , where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals:-

A: $100 / 120 = 83$ points

B: $100 / 100 = 100$ points

C: $100 / 110 = 91$ points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:-

Proposal A: $75 \times 0.70 + 83 \times 0.30 = 77.4$ points.

Proposal B: $80 \times 0.70 + 100 \times 0.30 = 86$ points

Proposal C: $90 \times 0.70 + 91 \times 0.30 = 90.3$ points.

The three proposals in the combined technical and financial evaluation were ranked as under:-

Proposal A: 77.4 points: H3

Proposal B: 86 points: H2

Proposal C: 90.3 points: H1

Proposal C at the evaluated cost of Rs.110/- will, therefore, be declared as successful and recommended for approval, to the competent authority.

Section-3

PRESCRIBED FORMATS OF TECHNICAL PROPOSAL FOR MID-TERM EVALUATION OF NFSM.

**FORMAT OF LETTER FOR SUBMISSION OF PROPOSAL FOR MID-TERM
EVALUATION OF NFSM**

(To be preferably printed on letter head of the bidder)

Letter No....

Dated:.....

To,

The Director (Crops)
Department of Agriculture & Cooperation
Ministry of Agriculture
Government of India
Room No. 247-A, Krishi Bhavan, New Delhi-110 011.

Subject: Submission of Technical proposal for Mid-Term Evaluation.

Ref: Your letter No.....dated.....

Sir,

We, the undersigned offer to provide the consultancy assignment/job for "Mid-Term evaluation of NFSM in accordance with your Request for Proposal (RfP) dated 16th June, 2010. We are hereby submitting our proposal, which includes the Technical proposal, and a Financial proposal sealed in a separate envelope and Bank Demand Draft No.....dated.....for Rs. 20, 000/- towards EMD.

2. We are submitting our proposal in association with (insert a list with full name and address of each associated "**Consultant**") as consortium.*
3. We hereby declare that all the information and statements including enclosures in absolute made in this proposal are true and any misinterpretation contained in it may lead to our disqualification.
4. We understand you are not bound to accept any proposal you receive.

We remain.

Yours' Truly

Authorized signatory (In full & Initial)
Name & title of signatory
Name of the "**Consultant's**" agency
Postal address of the Consultant

* Strike out if not applicable.

CONSULTANT’S ORGANIZATION AND EXPERIENCE

A- Consultant’s Organization:

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm (Evidence of incorporation should be enclosed) management structure, objectives of the firm. Also if the “**Consultant**” has formed a consortium, details of each of the member of the consortium, name of lead members etc. shall be provided]

B- Capability statement:

(Also include annual report including audited balance sheet / profit & loss account statement for past 3 years)

C – Consultant’s firm/entity Experience:

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job (If possible, the employer shall specify exact assignment / job for which experience details may be submitted). In case of consortium, association of consultant, the consultant must furnish the following information for each of the consortium member separately]

1. Name of the Firm of the Consultant:-

1.1	Assignment/Job	
1.2	Description of Project	
1.3	Approximate value of the contract (Rupees)	
1.4	Country	
1.5	Location within the country	
1.6	Duration of Assignment/Job (In months)	
1.7	Name of Employer	
1.8	Address of the Employer	
1.9	Total number of staff-months of Assignment/Job	
1.10	Approximate value of the assignment/Job provided by your Firm under the contract (In Rupees).	
1.11	Start date/month/year.	
1.12	Completion date/month/year.	

1.13	Name of the associated Consultants, if any.	
1.14	Number of professional staff-months provided by associated Consultants.	
1.15	Name Senior Professional Staff of your Firm involved and functions performed.	
1.16	Description of actual assignment/Job provided by your staff within Assignment/Job.	

Note: Please provide documentary evidence of the client i.e. copy of Work Order, contract for each of above mentioned assignment. The experience shall not be considered for evaluation of Technical proposal if such requisite support documents are not provided with the proposal.

Authorized signatory (In full & Initial)
Name & title of signatory
Name of the “**Consultant’s**” agency
Postal address of the Consultant

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE 'EMPLOYER'

A – Comments & Suggestions on the terms of Reference:

(Suggest and justify here any modifications or improvement of the terms of reference/scope of work you are proposing to improve performance in carrying out the assignment/job (such as deleting some activity you consider unnecessary or adding another or proposing a different phasing of the activities. Such suggestions should be concise and to the point, and incorporated in your proposal.)

B. ON Inputs and facilities to be provided by the 'Employer':

(Comments on Inputs and Facilities to be provided by the 'Employer' according to Paragraph-6 of Part-II-Information to Consultants including administrative support, Office space, Domestic transportation, equipment, data etc.)

Authorized signatory (In full & Initial)
Name & title of signatory
Name of the "**Consultant's**" agency
Postal address of the Consultant

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical proposal divided into the following three chapters:

- a) **Technical Approach and Methodology:** In this chapter, you should explain your understanding of the objectives of the assignment/job, approach to the assignment/job, methodology for carrying out the activities, obtaining the expected output and the degree of details of such output. You should highlight the problems being addressed with their importance and also explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) **Work Plan:** The Consultant should propose & justify the main activities of the assignment/job their content and duration, phasing and interrelations milestones (including interim approvals by the “Employer”) and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings and tables to be delivered as final output should be included here. The work plan should be consistent with the Work schedule of **Form Tech-8**.
- c) **Organization and staffing:** The Consultant should propose and justify the structure and composition of the evaluation team and should list the main disciplines of the Assignment/job; the key professionals responsible, proposed technical and support staff.

Authorized signatory (In full & Initial)
Name & title of signatory
Name of the “**Consultant’s**” agency
Postal address of the Consultant

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed position:** (Prepare separate Tech Form-2 for each position of Key professional staff).
2. **Name of the Firm:**
3. **Name of staff (Full name):**
4. **Date of birth of staff:**
5. **Nationality of staff:**
6. **Educational Qualification:** (Indicate college/University and other specialized education of staff member giving names of the Institutions, degrees obtained and dates of obtainment of such qualifications (s)).
7. **Memberships of Professional associations:**
8. **Other Trainings:**
9. **Countries of Work experience:** (List countries where staff has worked in the last 10 years).
10. **Languages:** (For each language indicate proficiency: Good; Fair or Poor in speaking, reading & writing).
11. **Employment record:** (Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see Format here below):

Dates of Employment	Name of Employing Organization	Position held	Period (from year to year)	Tasks assigned

12. **Task assigned in the present assignment:** (List all tasks to be performed in this assignment)
13. **Work undertaken that best illustrates capability to handle the task assigned.** (Among the Assignments/Jobs in which staff has been involved, indicate the following information for those Assignments/Jobs

that best illustrate staff capability to handle the task listed here at SI No. 12)

Name of the assignment/Job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

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

Date:

Place:

Signature of the staff member or authorized signatory of the Consultant.

Name of the authorized signatory of the Consultant.

STAFFING SCHEDULE

S. No	Name of staff	Staff input(in the form of a bar chart)																Total weeks
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
1																		
2																		
3																		

Signature of the authorized signatory.....
 Name of the authorized signatory.....
 Designation.....
 Name of Consultant.....
 Address.....

NOTE:

1. For professional staff, the input should be indicated individually; for support staff, it should be indicated by category.
2. Months are counted from the start of the assignment/job. For each staff, indicate separately staff input for in-house and field work.

FORM TECH-8

WORK SCHEDULE

S. No	Activity	Staff input(in the form of a bar chart)																Total weeks
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
1																		
2																		
3																		

Signature of the authorized signatory.....
Name of the authorized signatory.....
Designation.....
Name of Consultant.....
Address.....

- NB: 1. Indicate all main activities of the assignment/job including delivery of reports (e.g. inception report, draft and final reports) and other benchmarks such as ‘Employer’s” approvals.
2. Duration of activities shall be indicated in the form of a bar / Gantt chart.

COMMENTS/MODIFICATIONS SUGGESTED ON DRAFT CONTRACT

(Here the Consultant shall mention relevant suggestion/views on the draft contract attached with the RfP document. The bidder may also mention here modifications sought by him in the provisions of the draft contract. However, the “Employer” is not bound to accept any/all modifications sought and may reject any such request for modification.)

Signature of the authorized signatory.....
Name of the authorized signatory.....
Designation.....
Name of Consultant.....
Address.....

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND
DECLARATION THEREOF**

Are there any activities carried out by your Firm or Group Company or any member of the consortium which are of conflicting nature as mentioned in para-5 of Section-2. If yes, please furnish details of such activities. If no, please certify.

We hereby declare that our firm, our associate/group company/Firm or any member of the consortium are not indulged in any such activities which can be termed as conflicting activities under para-5 of the Section-2. We also acknowledge that in case of misrepresentation of the information, our proposal/contract shall be rejected/terminated by the 'Employer' which shall be binding on us.

Signature of the authorized signatory.....
Name of the authorized signatory.....
Designation.....
Name of Consultant.....
Address.....

SECTION-4

PRESCRIBED FORMATS
FOR
FINANCIAL PROPOSAL
FOR
MID-TERM EVALUATION OF
NFSM.

FORMAT OF LETTER FOR SUBMISSION OF FINANCIAL PROPOSAL FOR MID-TERM EVALUATION OF NFSM

(To be preferably printed on letter head of the bidder)

Letter No....

Dated:.....

To,

The Director (Crops)
Department of Agriculture & Cooperation
Ministry of Agriculture
Government of India
Room No. 247-A, Krishi Bhavan, New Delhi-110 011.

Subject: Submission of Financial proposal for Mid-Term Evaluation.

Ref: Your letter No.....dated.....

Sir,

We, the undersigned, offer to provide the consulting assignment/job for Mid-Term Evaluation of NFSM in accordance with your Request For Proposal (RfP) dated 16th June, 2010 and our technical proposal. Our attached Financial proposal is for the sum of (insert amount (s) in words and figures). This amount is inclusive of all taxes. We, hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

2. Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal.

3. Commissions and gratuities paid or to be paid by us to agents relating to this proposal and contract execution, if we are awarded the contract, are listed below:-

Name & Address of the agents	Amount & purpose of commission	Amount of gratuity
------------------------------	--------------------------------	--------------------

4. We understand that you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorized Signature (in full and initials)

Name and Title of signatory:

Name & Address of Consultant:

SUMMARY OF COSTS

S. No.	Particulars	Amount in Rupees	Amount in words
1	Remuneration		
2	Reimbursable		
3	Miscellaneous expenses		
4	Service Tax/Any other tax		
Total			

Signature of the authorized person.....
Name of the authorized person.....
Designation.....
Name of Consultant.....
Address.....

BREAKDOWN OF REIMURSABLE EXPENDITURE

(Note: Reimbursable expenses will be quoted only for work related to travel outside the place of work to be decided by the ‘Employer’ in the Data Sheet. It can also include travel from Headquarter of consultant to the place of work)

Activity No. Name:.....

Sl. No.	Description	Unit	Quantity	Unit price in Rupees	Total amount in Rupees
1	Travel expenses by Flight/Train	Trip			
2	Miscellaneous travel expenses	Trip			
3	Subsistence allowance	Day			
4	Local transportation cost				
5	Office rent/accommodation/clerical assistance				

TOTAL REIMBURSABLE:.....(Total amount in Rupees)

Total amount in words:.....

Signature of the authorized person.....
 Name of the authorized person.....
 Designation.....
 Name of Consultant.....
 Address.....

Miscellaneous expenses

(It will include only such expenses which are directly chargeable to the assignment/job)

S. No.	Particulars	Unit Rate	Quantity(staff months) number	Amount
1	Secretarial Staff including data enumerators			
2	Preparation of reports/ deliverables			
3	Any other cost (Pl. specify)			
Total				

Signature of the authorized person.....
Name of the authorized person.....
Designation.....
Name of Consultant.....
Address.....

Section 5

Terms of Reference

Part I

Objective and Scope of Work

MID-TERM EVALUATION STUDY OF NATIONAL FOOD SECURITY MISSION

1. Background:

As a sequel to the resolution adopted by NDC in its 53rd meeting, the Department of Agriculture & Cooperation, Ministry of Agriculture has launched a centrally Sponsored Scheme of “ National Food Security Mission (NFSM) “ in the country during the XI Plan with effect from 2007-08. In view of stagnating food grain production and an increasing consumption need of the growing population, the resolution seeks to bridge yield gap between state/district (s) average yield of rice, wheat & pulses and thereby enhance the production & productivity of these crops.

Unlike other centrally Sponsored Schemes operationalized hitherto in the agriculture sector, the mission has adopted a unique format based on participatory approach for capacity building of farmers & extension machinery besides strengthening institutional building for efficient delivery of agriculture inputs. The elements of the adopted approach are:

- (1) Identification of the causes of stagnation in area coverage, production and productivity of component crops at district level across the country;
- (2) Identification of appropriate technologies and feasibility of their application;
- (3) Adoption of Logical Framework Approach to facilitate the scheme managers and the policy makers to guide the evaluation process in a more objective manner;
- (4) Assessment of the requirement of inputs for dissemination of the identified technologies;
- (5) Identification of the stakeholders for ensuring timely & adequate delivery of inputs to the targeted beneficiaries;
- (6) Adoption of participatory approach at all the stages of execution of the mission activities including *Panchayat Raj* Institutions thereby eliminating the additional administrative overheads;
- (7) Bottom up approach for need based planning independent of outlays by identified districts;
- (8) cent percent funding of the mission activities by Government of India;

- (9) Provision of space for legitimate convergence of the interventions from other ongoing schemes/programmes funded by State/Union Government/Corporate funded/International agencies;
- (10) Strong mechanism of monitoring & evaluation of mission activities at district, state & national levels;
- (11) Recognition of the contribution of the best performing districts through award scheme;
- (12) Publicity, mass media & Information Technology support for awareness generation on mission activities;
- (13) Support for location specific technologies as local initiatives;
- (14) Support for pilot project on blue bull control and community generators for replication; and
- (15) International exposure of the mission functionaries for skill development & capacity building.

Altogether 313 districts of 17 states are covered under NFSM. An area of 20 million hectares of rice, 13 million hectares of wheat and 4.5 million hectares of pulses are included in these districts that roughly constitute about 50% of cropped area for wheat and rice. For pulses, an additional 20% area expansion has been envisaged. Mission supports more than fifteen (15) identified interventions with a total outlay of Rs. 4,880 crores during XI Five Year Plan.

The mission's aims at increasing production of rice, wheat and pulses through a set of measures such as area expansion, productivity enhancement in selected districts; restoring soil fertility; creating employment opportunities; and enhancing farm level economy to restore the confidence of the farmers of the targeted districts.

As provided in the guidelines of the mission, it is proposed to undertake a Mid-Term Evaluation to evaluate the performance of the programme implementation in conformity with the scope of work. The MTE is proposed through an independent agency.

2. Terms of Reference (TOR) of the Mid-term Evaluation:

- (1) Evaluate the efficacy of planning at district, state & national level in terms of its adequacy for enhancing the productivity of component crops;
- (2) Analyze effectiveness of existing administrative and technical set up with the State Food Security Mission in administering the Scheme at the district and *Panchayat* levels;
- (3) Analyze adequacy and timeliness of fund flow and delivery mechanism.
- (4) Analyze extent of adherence to interventions' specific norms;
- (5) Evaluate the effectiveness of stakeholders involved in delivery of services;

- (6) Evaluate effectiveness of collaboration among line departments at district and state level;
- (7) Assess extent of convergence with other schemes;
- (8) Analyze efficacy of monitoring & reporting mechanism;
- (9) Analyze intervention specific contribution of change in yield of the component crops/ resource endowment;
- (10) Assess the status, extent & effectiveness of existing institutional building in the states;
- (11) Analyze Intervention specific physical and financial achievements vis-à-vis targets;
- (12) Analyze extent of improvement in area, production and yield of component crops over the base year (TE: 2006-07);
- (13) Analyze effectiveness of publicity, mass media and information technology in creating awareness of NFSM;
- (14) Analyze scope of operational guidelines including cost norms and recommend modification, if any;
- (15) Analyze extent to which employment opportunities have been created; and
- (16) Analyze the change in the farm level income over the base year (TE: 2006-07).

3. Scope of work: The study shall be conducted in all the NFSM states. Accordingly MTE report should contain state specific chapters as well as for NFSM as a whole. The study shall evaluate physical & financial achievement vis-à-vis targets in respect of each of the following interventions for each component crops under mission and determine the quantitative and qualitative efficacy of each intervention during first two (2) years of implementation of mission. The crop specific achievement shall be aggregated for the mission as a whole for obtaining summative values of both years.

(1) Demonstrations:

- 1.1 Demonstrations of improved package of practices in rice & wheat;
- 1.2 Demonstrations of SRI in rice; and
- 1.3 Demonstrations of Hybrid rice production technologies.

The study shall evaluate the progress of physical and financial achievement vis-à-vis targets. The reasons of shortfall, if any, along with remedial measures shall be highlighted.

Besides, study shall reflect on the following aspects including overall assessment on the impact of intervention in the district and state:-

- (a) Delineation of area for demonstrations of improved package of practices;
- (b) Methods adopted for selection of beneficiaries and the agencies involved in it;

- (c) Timeliness of supply of input kits to the beneficiary farmers in each season;
- (d) Timeliness of the laying of demonstrations in each season;
- (e) Timeliness and conductance of field days;
- (f) Average number of farmers participated in field days;
- (g) Number of demonstrations vis-à-vis area under rice & wheat separately;
- (h) Quality of demonstrations in terms of yield advantage;
- (i) Increase in number of farmers adopting improved package of practices/SRI Technology/Hybrid rice cultivation demonstrations in the following years;

(2) Assistance for production of hybrid rice: The study shall evaluate the progress of physical and financial achievement vis-à-vis targets. The reasons of shortfall, if any, along with remedial measures shall be highlighted.

Besides, study shall also reflect on the following aspects:-

- (a) Demand v/s supply of seed of parental lines (A, B & R lines) of public and private bred rice hybrids;
- (b) Line increase of parental lines in order to produce targeted quantity of hybrid seeds;
- (c) Seed class wise total production of hybrid rice seed under NFSM vis-à-vis total production of seed in the country;
- (d) Seed class wise total distribution of hybrid seed under NFSM vis-à-vis actual distribution of the seed in the country;

(3) Procurement of breeder seed in pulses: The study shall evaluate the physical and financial achievement for each pulse crop by Public & Cooperative sector seed producing agencies separately. In case achievement is less due to shortfall in production of breeder seeds, this need be cross checked with the IIPR, Kanpur. If the achievement is less than allotted quantity of breeder seed due to non-lifting by the indenting agencies, reasons there for need be recorded. Besides this, methods adopted to meet the shortfall of breeder seed such as using carry over stock from buffer, using Foundation seed stage-I for producing Foundation seed stage-II or resorting to off-season multiplication shall be highlighted.

The quality of breeder seed shall be assessed based on the feedback from the seed producing agencies.

(4) Production of Foundation seed in pulses: The study shall evaluate the physical and financial achievement for each pulse crop by Public & Cooperative sector seed producing agencies separately. Reasons for shortfall, if any, need be recorded. Besides this, methods adopted to meet the shortfall of Foundation seed such as using carry over stock from buffer, use Foundation seed stage-I for

producing Foundation seed stage-II or resorting to off-season multiplication shall be highlighted.

The quality of foundation seed shall be assessed based on the feedback from the seed producing agencies including internal quality control measures such as grow out test / electrophoresis.

(5) Production of Certified seed in pulses: The study shall evaluate the physical and financial achievement for each pulse crop by Public & Cooperative sector seed producing agencies separately. Reasons for shortfall, if any, need be recorded. Besides this, methods adopted to meet the shortfall of certified seed such as using carry over stock from buffer, use certified seed stage-I for producing certified seed or resorting to off-season multiplication shall be highlighted.

Besides, study shall also reflect on the following aspects:-

- (a) Number of new pulse hybrids/varieties are available for on-farm testing/minikits by the end of 2009-10;
- (b) Status of pulse seed multiplication programme developed under NFSM with outlined deliverables and deadlines;
- (c) Assessment on pulse seed multiplication plan implemented under NFSM relating to meeting the seed requirement for different pulse types in the identified districts by 2010; and
- (d) Status of quality control of certified seed based on the feedback from the seed producing agencies including internal quality control measures invoked such as grow out test / electrophoresis.

(6) Distribution of certified/labelled seed of O.P. varieties & hybrids of rice, O.P. varieties of wheat and O.P. varieties & hybrids of pulses: The study shall evaluate the physical and financial achievement for each component crop by public, cooperative & private sector (for rice hybrids only) seed producing agencies separately. Besides this, methods adopted to meet the shortfall of certified/labeled seed such as using carry over stock from buffer, use of labeled seed with the permission of the competent authority shall also be highlighted. In case shortfall remained, to what extent it has impacted the production/productivity of each component crop in the sample districts/state.

Besides, study shall also reflect on the following aspects:-

- (a) Methods adopted for selection of beneficiaries and the agencies involved in it;
- (b) Distribution of seed of recommended cultivars and their age, in case of variations reasons thereof;
- (c) Adequacy in pre-positioning/availability of certified/labelled seeds of component crop in the sample district;

- (d) Assessment on pulse seed multiplication plan implemented under NFSM relating to meeting the seed requirement for different pulse types in the identified districts by 2010;
- (e) Extent of component crop specific seed demand met by identified public/private (for rice hybrids only) sector seed companies by 2010;
- (f) Component crop specific share of incentivized supply of certified/labelled seed in the total supply of certified/labelled seed in the sample district;
- (g) Component crop specific area coverage of hybrids and O.P. varieties under certified/labelled seed in the sample district under NFSM;
- (h) Component crop specific official status of the quality control of certified/labelled seed under Seeds Act, 1966/SCO-1983 in the sample district vis-à-vis feedback on quality of certified/labelled seed material from the beneficiaries;
- (i) Component crop specific response of certified seed on crop yield based on feedback from beneficiaries;
- (j) Component crop wise adoption rate of the certified/labelled seed by the beneficiary farmers at their cost without incentive in subsequent years after the year of availing of incentive under NFSM;
- (k) Component crop wise adoption rate of the certified/labelled seed by the non-beneficiary farmers after launch of NFSM.
- (l) Improvement in the SRR over baseline (TE: 2006-07).

(7) Distribution of seed minikit in rice & wheat: The study shall evaluate the progress of physical and financial achievement vis-à-vis targets. The reasons of shortfall, if any, along with remedial measures shall be highlighted.

Besides, study shall also reflect on the following aspects including overall assessment on the impact of intervention in the district and state:-

- (a) Methods adopted for selection of beneficiaries and the agencies involved in it;
- (b) Distribution of minikits of recommended cultivars and their age, in case of variation reasons thereof;
- (c) Adequacy in pre-positioning/availability of minikits of rice & wheat in the sample district;
- (d) Cultivar & component crop specific performance of minikits in terms of yield advantage based on feedback from beneficiaries;
- (e) Component crop specific adoption rate of the minikit cultivar(s) by the beneficiary farmers by way of own saved seed for OPVs only and for hybrids by purchase at their cost without incentive in subsequent years after the year of availing of incentive under NFSM;

(8) Assistance for lime/liming in rice & pulses: The study shall evaluate the progress of physical and financial achievement vis-à-vis targets. The reasons of shortfall, if any, along with remedial measures shall be highlighted.

Besides, study shall also reflect on the following aspects including overall assessment on the impact of intervention in the district and state:-

- (a) Methods adopted for selection of beneficiaries and the agencies involved in it;
- (b) Adequacy of pre-positioning/availability of lime/liming material in the sample districts;
- (c) Basis of application of lime i.e. soil test based or empirically;
- (d) Brand name of the product for lime source used along with method & time of application i.e. basal application, top dressing or in spray form and crop stage;
- (e) Share of incentivized supply of lime/liming in the total supply of lime/liming material in the sample district;
- (f) Adequacy of treated area with lime/liming in the sample district under NFSM;
- (g) Official status of the quality control of lime/liming material under FCO-1985 in the sample district vis-à-vis feed back on quality of lime/liming material from the beneficiaries
- (h) Response of lime on crop yield based on feedback from beneficiaries;
- (i) Crop wise adoption rate of the lime/liming application by the beneficiary farmers at their cost without incentive in subsequent years after the year of availing of incentive under NFSM;
- (j) Crop wise adoption rate of lime/liming material by the non-beneficiary farmers after launch of NFSM; and
- (k) Reduction in area affected by acidity in comparison with base year (TE: 2006-07) in the sample districts.

(9) Assistance for gypsum in wheat & pulses: The study shall evaluate the progress of physical and financial achievement vis-à-vis targets. The reasons of shortfall, if any, along with remedial measures shall be highlighted.

Besides, study shall also reflect on the following aspects including overall assessment on the impact of intervention in the district and state:-

- (a) Methods adopted for selection of beneficiaries and the agencies involved in it;
- (b) Adequacy of pre-positioning/availability of gypsum in the sample districts;
- (c) Basis of application of lime i.e. soil test based or empirically;
- (d) Brand name of the product for gypsum source used along with method & time of application i.e. basal application, top dressing or in spray form and crop stage;
- (e) Share of incentivized supply of gypsum in the total supply of gypsum in the sample district;

- (f) Adequacy of treated area with gypsum in the sample district under NFSM;
- (g) Official status of the quality control of gypsum under FCO-1985 in the sample district vis-à-vis feed back on quality of gypsum from the beneficiaries
- (h) Response of gypsum on crop yield based on feedback from beneficiaries;
- (i) Crop wise adoption rate of the gypsum application by the beneficiary farmers at their cost without incentive in subsequent years after the year of availing of incentive under NFSM;
- (j) Crop wise adoption rate of gypsum by the non-beneficiary farmers after launch of NFSM; and
- (k) Reduction in area affected by soil alkalinity/salinity in comparison with base year (TE: 2006-07) in the sample districts.

(10) Micronutrients in rice, wheat & pulses: The study shall evaluate the progress of physical and financial achievement vis-à-vis targets. The reasons of shortfall, if any, along with remedial measures shall be highlighted.

Besides, study shall also reflect on the following aspects including overall assessment on the impact of intervention in the district and state:-

- (a) Methods adopted for selection of beneficiaries and the agencies involved in it;
- (b) Adequacy of pre-positioning/availability of micronutrients in the sample districts;
- (c) Basis of application of micronutrients i.e. soil test based or empirically;
- (d) Brand name of the product for micronutrient source used along with method & time of application i.e. basal application, top dressing or in spray form and crop stage;
- (e) Share of incentivized supply of micronutrients in the total supply of micronutrients in the sample district;
- (f) Adequacy of treated area with micronutrients in the sample district under NFSM;
- (g) Official status of the quality control of micronutrients under FCO-1985 in the sample district vis-à-vis feed back on quality of micronutrients from the beneficiaries
- (h) Response of micronutrients on crop yield based on feedback from beneficiaries;
- (i) Crop wise adoption rate of the micronutrients application by the beneficiary farmers at their cost without incentive in subsequent years after the year of availing of incentive under NFSM;
- (j) Crop wise adoption rate of micronutrients by the non-beneficiary farmers after launch of NFSM; and
- (k) Reduction in micronutrient deficient area in comparison with base year (TE: 2006-07) in the sample districts.

(11) Integrated Pest Management in pulses: The study shall evaluate the progress of physical and financial achievement vis-à-vis targets. The reasons of shortfall, if any, along with remedial measures shall be highlighted.

Besides, study shall reflect on the following aspects including overall assessment on the impact of intervention in the district and state:-

- (a) Composition and adequacy of the IPM packages adopted in the sample districts;
- (b) Methods adopted for selection of beneficiaries and the agencies involved in it;
- (c) Adequacy of pre-positioning/availability of inputs for IPM in the sample districts;
- (d) Level of awareness of beneficiaries for invoking IPM package including dose and method of application;
- (e) Share of the incentivized supply of PP chemicals, Bio-agents and Bio-pesticides under IPM in the total supply thereof in the sample district;
- (f) Adequacy of treated area with IPM in the sample district;
- (g) Official status of the quality control of PP chemicals under Insecticide Act-1968 in the sample district vis-à-vis feed back on their quality from the beneficiaries;
- (h) IPM package specific response on containing crop loss in terms of yield based on feedback from beneficiaries;
- (i) Crop wise adoption rate of IPM measures by the beneficiary farmers at their cost without incentive in subsequent years after the year of availing of incentive under NFSM;
- (j) Crop wise adoption rate of IPM measures by the non-beneficiary farmers after launch of NFSM;
- (k) Area covered under Bio-agents & Bio-pesticides; and
- (l) Reduction in the infested / infected area by insect pest and diseases in comparison with base year (TE: 2006-07) in the sample districts.

(12) Incentivised supply of PP chemicals & Bio-pesticides in rice: The study shall evaluate the progress of physical and financial achievement vis-à-vis targets. The reasons of shortfall, if any, along with remedial measures shall be highlighted.

Besides, study shall reflect on the following aspects including overall assessment on the impact of intervention in the district and state:-

- (a) Methods adopted for selection of beneficiaries and the agencies involved in it;
- (b) Adequacy of pre-positioning/availability of PP chemicals & Bio-pesticides in the sample districts;

- (c) Level of awareness of beneficiaries relating to use of PP chemicals & Bio-pesticides including dose and method of application;
- (d) Share of the incentivized supply of PP chemicals and Bio-pesticides separately in the total supply thereof in the sample district;
- (e) Adequacy of treated area with PP chemicals & Bio-pesticides separately in the sample district;
- (f) Official status of the quality control of PP chemicals under Insecticide Act-1968 in the sample district vis-à-vis feed back including quality of PP chemicals & Bio-pesticides separately from the beneficiaries;
- (g) PP chemicals & Bio-pesticides specific response on containing crop loss in terms of yield based on feedback from beneficiaries;
- (h) Adoption rate of plant protection measures separately for PP chemicals & Bio-pesticides by the beneficiary farmers at their cost without incentive in subsequent years after the year of availing of incentive under NFSM;
- (i) Adoption rate of plant protection measures separately for PP chemicals & Bio-pesticides by the non-beneficiary farmers after launch of NFSM;
- (j) Area covered under plant protection measures separately for PP chemicals & Bio-pesticides; and
- (k) Reduction in the infested / infected area by insect pest and diseases in comparison with base year (TE: 2006-07) in the sample districts.

(13) Improved Farm Implements, machinery & devices for irrigation:

(i) **Incentivised supply of conoweeders, power weeders and other small farm implements in rice:** The study shall evaluate the progress of physical and financial achievement vis-à-vis targets. The reasons of shortfall, if any, along with remedial measures shall be highlighted.

Besides, study shall also reflect on the following aspects including overall assessment on the impact of intervention in the district and state:-

- (I) Implement wise suitability in the sample districts;
- (II) Implement wise level of awareness of beneficiaries on their utility & operation;
- (III) Methods adopted for selection of beneficiaries and the agencies involved in it;
- (IV) Implement wise adequacy of pre-positioning/availability in the sample districts;
- (V) Implement wise number of implements per 1000 farmers in comparison with base year (TE: 2006-07) in the sample districts;
- (VI) Implement wise share of the incentivised supply in the total supply thereof in the sample district;

(VII) Implement & crop wise adoption rate among the non-beneficiary farmers after launch of NFSM; and

(VIII) Implement/crop wise saving of time in farm operations/change in yield based on the feedback from the beneficiaries.

(ii) **Incentivised supply of sprinkler sets in wheat & pulses:** The study shall evaluate the progress of physical and financial achievement vis-à-vis targets. The reasons of shortfall, if any, along with remedial measures shall be highlighted.

Besides, study shall also reflect on the following aspects including overall assessment on the impact of intervention in the district and state:-

- (a) Suitability of sprinkler sets in the sample districts;
- (b) Level of awareness of beneficiaries on utility & maintenance of sprinklers;
- (c) Methods adopted for selection of beneficiaries and the agencies involved in it;
- (d) Adequacy of pre-positioning/availability of sprinkler sets in the sample districts;
- (e) Number of sprinkler sets per 100 ha in comparison with base year (TE:2006-07) in the sample districts;
- (f) Share of the incentivised supply of sprinkler sets in the total supply thereof in the sample district;
- (g) Change in gross irrigated area in comparison with base year (TE:2006-07) in the sample districts;
- (h) Crop wise adoption rate of sprinkler sets by the beneficiary farmers at their cost without incentive in subsequent years after the year of availing of incentive under NFSM; and
- (i) Crop wise adoption rate of sprinkler sets by the non-beneficiary farmers after launch of NFSM;
- (j) Incentivised supply of Zero-till seed drill in rice, wheat & pulses: The study shall evaluate the progress of physical and financial achievement vis-à-vis targets. The reasons of shortfall, if any, along with remedial measures shall be highlighted.

Besides, study shall also reflect on the following aspects including overall assessment on the impact of intervention in the district and state:-

- (a) Suitability of zero-till seed drill in the sample districts;
- (b) Level of awareness of beneficiaries on utility & operation of zero-till seed drill;
- (c) Methods adopted for selection of beneficiaries and the agencies involved in it;
- (d) Adequacy of pre-positioning/availability of zero-till seed drill in the sample districts;
- (e) Number of zero-till seed drill per 1000 farmers in comparison with base year (TE: 2006-07) in the sample districts;

- (f) Share of the incentivized supply of zero-till seed drill in the total supply thereof in the sample district;
- (g) Crop specific change in number of irrigations including pre-irrigation (Palewa) after adoption of zero-till seed drill in the sample districts based on the feedback of beneficiaries;
- (h) Crop wise adoption rate of zero-till seed drill by the non-beneficiary farmers after launch of NFSM; and
- (i) Crop wise saving of time in farm operations/change in yield based on the feedback from the beneficiaries.

(iii) **Incentivised supply of Multi-crop planters and seed drills in rice, wheat & pulses:** The study shall evaluate the progress of physical and financial achievement vis-à-vis targets. The reasons of shortfall, if any, along with remedial measures shall be highlighted.

Besides, study shall also reflect on the following aspects including overall assessment on the impact of intervention in the district and state:-

- (a) Level of awareness of beneficiaries on utility & operation of Multi-crop planters and seed drills;
- (b) Methods adopted for selection of beneficiaries and the agencies involved in it;
- (c) Adequacy of pre-positioning/availability of Multi-crop planters and seed drills in the sample districts;
- (d) Number of Multi-crop planters and seed drills per 1000 farmers in comparison with base year (TE: 2006-07) in the sample districts;
- (e) Share of the incentivised supply of Multi-crop planters and seed drills in the total supply thereof in the sample district;
- (f) Crop wise adoption rate of Multi-crop planters/seed drills by the non-beneficiary farmers after launch of NFSM; and
- (g) Saving of time in farm operations/change in yield based on the feedback from the beneficiaries.

(iv) **Incentivised supply of rotavaTORs in rice, wheat & pulses:** The study shall evaluate the progress of physical and financial achievement vis-à-vis targets. The reasons of shortfall, if any, along with remedial measures shall be highlighted.

Besides, study shall also reflect on the following aspects including overall assessment on the impact of intervention in the district and state:-

- (a) Suitability of rotavaTORs in the sample districts;
- (b) Level of awareness of beneficiaries on utility & operation of rotavators;
- (c) Methods adopted for selection of beneficiaries and the agencies involved in it;

- (d) Adequacy of pre-positioning/availability of rotavaTORs in the sample districts;
- (e) Number of rotavaTORs per 1000 farmers in comparison with base year (TE: 2006-07) in the sample districts;
- (f) Share of the incentivized supply of rotavaTORs in the total supply thereof in the sample district;
- (g) Change in number of ploughings required after adoption of rotavaTORs in the sample districts based on the feedback of beneficiaries;
- (h) Crop wise adoption rate of rotavaTORs by the non-beneficiary farmers after launch of NFSM; and
- (i) Saving of time in farm operations/change in yield based on the feedback from the beneficiaries.

(v) **Incentivised supply of diesel pump sets in rice, wheat and pulses:** The study shall evaluate the progress of physical and financial achievement vis-à-vis targets. The reasons of shortfall, if any, along with remedial measures shall be highlighted.

Besides, study also shall reflect on the following aspects including overall assessment on the impact of intervention in the district and state:-

- (a) Suitability of diesel pump sets in the sample districts;
- (b) Level of awareness of beneficiaries on utility & maintenance of diesel pump sets;
- (c) Methods adopted for selection of beneficiaries and the agencies involved in it;
- (d) Adequacy of pre-positioning/availability of diesel pump sets in the sample districts;
- (e) Number of diesel pump sets per 100 Ha in comparison with base year (TE: 2006-07) in the sample districts;
- (f) Share of the incentivized supply of diesel pump sets in the total supply thereof in the sample district;
- (g) Crop wise change in gross irrigated area in comparison with base year (TE: 2006-07) in the sample districts; and
- (h) Crop wise adoption rate of diesel pump sets by the non-beneficiary farmers after launch of NFSM.

(vi) **Incentivised supply of knapsack sprayers (manual & power operated) in rice, wheat & pulses:** The study shall evaluate the progress of physical and financial achievement vis-à-vis targets. The reasons of shortfall, if any, along with remedial measures shall be highlighted.

Besides, study shall also reflect on the following aspects including overall assessment on the impact of intervention in the district and state:-

- (a) Level of awareness of beneficiaries on utility & operation of knapsack sprayers;
- (b) Methods adopted for selection of beneficiaries and the agencies involved in it;
- (c) Adequacy of pre-positioning/availability of knapsack sprayers in the sample districts;
- (d) Number of knapsack sprayers (manual and power operated separately) per 1000 farmers in comparison with base year (TE: 2006-07) in the sample districts;
- (e) Share of the incentivized supply of knapsack sprayers (manual and power operated separately) in the total supply thereof in the sample district;
- (f) Crop wise adoption rate of knapsack sprayers (manual and power operated separately) by the non-beneficiary farmers after launch of NFSM; and
- (g) Saving of time in farm operations/change in yield based on the feedback from the beneficiaries.

(14) Training on FFS pattern in rice, wheat & pulses: The study shall evaluate the progress of physical and financial achievement vis-à-vis targets. The reasons of shortfall, if any, along with remedial measures shall be highlighted.

Besides, study shall also reflect on the following aspects:-

- (a) Suitability of venue;
- (b) Methods adopted for selection of beneficiaries and the agencies involved in it;
- (c) Adequacy in terms of number of sessions conducted per FFS;
- (d) Adequacy in terms of number of farmers per FFS per season;
- (e) Number of beneficiary farmers adopting improved production technologies; and
- (f) Farmer's feedback on the relevance, coverage of topics, skill of trainers, quality of literature, duration and scheduling of FFS.

(15) State level trainings for trainers in pulses: The study shall evaluate the progress of physical and financial achievement vis-à-vis targets. The reasons of shortfall, if any, along with remedial measures shall be highlighted.

Besides, study shall also reflect on the following aspects:-

- (a) Adequacy in terms of number of trainers trained per State; and
- (b) Trainer's feedback on the relevance, skill of resource persons, training curriculum, quality of literature, duration and scheduling of training programmes.

(16) Pilot project on tackling the menace of Blue bull in pulses:

The study shall evaluate the progress of physical and financial achievement vis-à-vis targets. The reasons of shortfall, if any, along with remedial measures shall be highlighted.

Besides, study shall also reflect on the following aspects including overall assessment on the impact of intervention in the project area:-

- (a) Composition, cost and adequacy of Blue bull control modules adopted in the project area;
- (b) Methods adopted for selection of beneficiaries and the agencies involved in it;
- (c) Module specific effectiveness of treated area in terms of reducing crop loss caused by blue bull in the project area;
- (d) Adoption rate of Blue bull control measures by the beneficiary farmers at their cost without incentive in subsequent years after the year of availing of incentive under NFSM;
- (e) Reduction in reported cases of blue bull menace since inception of NFSM;
- (f) Adoption rate of Blue bull control measures by the non-beneficiary farmers after launch of NFSM; and
- (g) Identification of best module (s) of Blue bull control in the state.

(17) Pilot project on community generaTORs in wheat (for Bihar, West Bengal and Eastern U.P): The study shall evaluate the progress of physical and financial achievement vis-à-vis targets. The reasons of shortfall, if any, along with remedial measures shall be highlighted.

Besides, study also shall reflect on the following aspects including overall assessment on the impact of intervention in the project area:-

- (a) Suitability of community generaTOR in the project area;
- (b) RegulaTORy mechanism for use of generaTOR;
- (c) Methods adopted for selection of beneficiaries/group and the agencies involved in it;
- (d) Crop wise change in gross irrigated area (GIA) & net irrigated area in comparison with base year (TE: 2006-07) in the project area;
- (e) Crop wise change in cropping intensity in project area; and
- (f) Crop wise change in yield in the project area.

(18) Local Initiatives in rice, wheat & pulses: The study shall evaluate the progress of physical and financial achievement vis-à-vis targets. The reasons of shortfall, if any, along with remedial measures shall be highlighted.

Besides, study shall also reflect on the following aspects:-

- (a) Composition, cost and adequacy of local initiative module(s) adopted in the sample districts in order to reckon its relevance;
- (b) Methods adopted for selection of beneficiaries and the agencies involved in it;
- (c) Module specific effectiveness of local initiatives in terms of increase in productivity, improvement in quality of produce or/and reduction in crop loss during post harvest operations in the sample district;
- (d) Module specific adoption rate of local initiatives by the beneficiary farmers at their cost without incentive in subsequent years after the year of availing of incentive under NFSM;
- (e) Number of SHG(s) and number of farmers benefited; and
- (f) Adoption rate of module specific local initiatives by the non-beneficiary farmers after launch of NFSM.

(19) PMT & other miscellaneous expenses at district and State level in rice, wheat and pulses: The study shall evaluate the progress of physical and financial achievement vis-à-vis targets. The reasons of shortfall, if any, along with remedial measures shall be highlighted.

Besides, study shall also reflect on the following aspects:-

- (a) Year wise incumbency position of consultants and senior technical assistants and their adequacy;
- (b) Crop, season and year wise number of PMTs constituted vis-à-vis number of visits undertaken and their adequacy;
- (c) Crop, season and year wise number of visits undertaken by consultants and their adequacy;

4. Mode of conduct of study: The assigned study shall be based on intensive sample survey by the evaluation agency through structured questionnaire complemented with personal interviews with the beneficiary/non-beneficiary including the discussion with the stakeholders in accordance with the stipulations contained in the TOR & “Scope of Work”.

5. Sample size & sampling techniques: Sample size shall be determined by the evaluation agency based on the universe representing social category (ST/SC), holding size (Small/Marginal/Medium/Semi-medium/Large) & gender for each level i.e. state, district, Panchayat, village, beneficiary & non-beneficiary in accordance with the relevant statistical model/technique in order to reflect the reach of the programme and the same shall constitute the part of the methodology & work plan.

1. Responsibility of Data Collection: Data collection from primary and secondary sources, its analysis and interpretation shall be the responsibility of the evaluation agency.
2. Development of recommendations for each of the stakeholder to improve the existing mechanism of delivery of services/goods/ materials: The recommendations shall be constructed in such a way that it should also reflect the performance of stakeholders in terms of their contribution/synergy besides intervention specific contribution & impact on the component crops and the goals.
3. Submission of "Utilization & Audit Certificates": The Evaluation agency will also furnish the "Utilization & Audit Certificates" duly signed by their authorized personnel after the completion of the work to the "Employer".
4. Infringement of copyright: The Evaluation agency will guarantee that the assigned work would be original one and will not infringe on the copyright of any other person (s)/agency.
5. The evaluation agency (Successful bidder) may have consultation with the "Nominated Contact Person of the Employer" relating to the aspects of evaluation study as and when deemed necessary.
6. Reporting of the progress of evaluation by the evaluation agency to the "Employer": The evaluation agency shall keep the "Employer" informed with the progress of evaluation on fortnightly basis to enable them to verify the reported activities including any investigation deemed necessary in this behalf.
- 7 **Time frame for conducting study:** The study should be completed within four (4) months from the date of acceptance of the offer.
8. **Deliverables:** The following shall be schedule for the deliverables from the date of acceptance of the offer by successful bidder:-
 - (i) Inception report (Five hard copies and one electronic version in Word format) shall be submitted by the "Successful bidder" to the "Employer" within 15 days from the date of award.
 - (ii) First draft report (5 hard copies and one electronic version in Word format) shall be submitted to the "Employer" after one hundred (100) days from the date of award of the study;
 - (iii) Presentation and discussion (to be confirmed by the "Employer");

- (iv) Final report (50 copies and five e-copies on CD-ROM in Word and PDF format) within fifteen (15) days of receipt of comments on the draft report from “Employer”.

9. Payment Terms: The prices should be quoted in “Indian Rupees”. It should be inclusive of all expenses. The payment shall be made by the “Employer” in three stages as under:-

- 1 First Stage: 40% of the approved bid amount as an advance against an equivalent irrevocable Bank Guarantee of a Nationalized Bank valid for 6 months.
- 2 Second Stage: 40% of the approved bid amount after submission of draft the report.
- 3 Third Stage: 20% of the approved bid amount after acceptance of final report.

- All payments shall be made after deduction of TDS.
- In case of any dispute arises regarding work, quality of work, time period, payments, decision of “Employer” shall be final and binding to the successful bidder.

10. Penalty clause: The penalty will be imposed in case deliverables are not submitted as per schedule cited in para-4.2, the bidder shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

Part – II TOR related information

1. Names of different departments / ministries and different places where different tasks relating to the assignment are to be performed: Annexed as *Annexure-I* of EOI Document.

2. Procedure for review of the work of the consultant after award of contract including testing, validation, approval. The name and / or designation and address of the officials responsible for reviewing the work of the consultants may also be included here: Ref. Para-2 of *Appendix-I*.

3. Expected input of key professionals and requisite expertise and number of key professional staff: The expected input shall be inline with the scope of work referred in para-3 of TOR. The qualification & experience prescribed for Key professionals & Team members for the study is given below:

(i) The Team leader of the study should possess the minimum educational qualification of Post-graduate in agriculture/management disciplines. He should also have a minimum of ten (10) years of experience in agriculture/allied sectors related to implementation/monitoring/ evaluation of public sector projects. He should have at least handled three (3) numbers of projects, out of which two (2) projects should be in the capacity of Team leader.

(ii) The members of the study team commensurate to the requirement should be graduate in agriculture/management disciplines. They should also possess a minimum of three (3) years of experience in agriculture/allied sector projects. He should have been associated as team member with at least two (2) numbers of projects in agriculture & allied sectors.

4. Expected schedule for completing the assignment: December, 2010.

5. Background material including data available and to be provided to the consultant: Information available on NFSM website: <<http://nfsm.gov.in>>

6. Facilities which can be provided to the consultants: To be decided in conformity with requirement posed by the consultant.

7. Any other related information specific to the study / assignment which is necessary to be furnished to all the bidders: Information available on NFSM website: <<http://nfsm.gov.in>>

Section-6

Standard Form of Contract

CONTRACT FOR CONSULTANTS' SERVICES

Between

(Name of the Client)

And

(Name of the Consultant)

Dated :

1. Form of Contract:

(Text in brackets () should be filled up appropriately; all notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the (day) day of the month of (month) (year) between the President of India acting through (designation), Ministry of _____ Department of _____, Government of India (office address, (name of "Employer") (here-in-after called the "Employer") of the first part and (name of "Consultant") (here-in-after called the "Consultant") of the second part.

(Note: If the "Consultant" consists of more than one entity the above should be partially amended to read as follows: (here-in-after called the "Employer") and on the other hand, a joint venture/consortium/association consisting of the following entities namely, lead consultant (name of lead consultant) and (name of consultants) (hereinafter called the "Consultant")

WHEREAS

- (a) the "Consultant", having represented to the "Employer" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated _____ issue by the "Employer" ;
- (b) the "Employer" has accepted the offer of the "Consultant" to provide the services on the terms and conditions set forth in this contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this contract :
 - a) The General conditions of contract
 - b) The Special conditions of contract
 - c) The following Appendices

Appendix-A: Description of Services
Appendix-B: Reporting Requirements
Appendix-C: Staffing Schedule
Appendix-D: Cost Estimates
Appendix-E: Duties of the "Employer"
Appendix-F: Duties of the "Consultant"

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

- a) the “Consultants” shall carry out and complete the services in accordance with the provisions of the contract; and
- b) the “Employer” shall make payment to the “Consultant” in accordance with the provisions of the contract.

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

Signed by _____

In presence of
President of India

1. For and on behalf of the
(Name of “Employer”)

(Witnesses)

- (i)
- (ii)

[Authorized Representative]

2. For and on behalf of (name of “Consultant”)

In presence of

(Witnesses)

- (i)
- Representative]
- (ii)

[Authorized

[Note: if the “Consultant” consists of more than one entity, all these entities should appear as signaTORies, e.g. in the following manner]

3. For and on behalf of each of the members of the
“Consultant”

(Name of member)
(Authorized Representative)

4. (Name of member)
(Authorized Representative)

II General Conditions of contract:

1. GENERAL PROVISIONS:

Definitions - Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:

- a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- b) "Consultant" means any private or public entity that will provide the services to the "Employer" under the contract.
- c) "Contract" means the contract signed by the Parties and all the attached documents listed in its clause 1, that is the General Conditions (GC), the Special Conditions (SC) and the Appendices.
- d) "Day" means calendar day.
- e) "Effective Date" means the date on which this contract comes into force and effect pursuant to clause GC-2.1.
- f) "GC" ;means these General Conditions of contract.
- g) "Government" means the Government of India.
- h) "Local Currency" means Indian Rupees.
- i) "Member" means any of the entities that make up the joint venture/consortium.
- j) "Party" means the "Employer" of the "Consultant", as the case may be and "Parties" means both of them.
- k) "Personnel means professionals and support staff provided by the "Consultant" or by any sub-consultants and assigned to perform the services or any part thereof "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "key Personnel" means the personnel referred to in clause GC- 4.2(a).
- l) "SC" means the special conditions of contract by which the GC may be amended or supplemented.
- m) "Services" means the work to be performed by the "Consultant" pursuant to this contract, as described in Appendix-A hereto.
- n) "Sub-consultants" means any person or entity to whom/ which the "Consultant" subcontracts any part of the services.
- o) "Third Party" means any person or entity; other than the "Employer" or the "Consultant".
- p) "In writing" means communicated in written form with proof of receipt.

1.2. Relationship between the parties: Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Employer” and the “Consultant”. The “Consultant”, subject to this contract, has complete charge of Personnel and sub-consultants, if any, performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder.

Law governing contract: This contract, its meaning and interpretations, and the relation; between the parties shall be governed by the applicable laws of India.

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

Notices:

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered post to such party at the address specified in the SC.

A party may change its address for notice hereunder by giving the other party notice in writing of such change to the address specified in the SC.

Location: The services shall be performed at such locations as are specified in Appendix-A hereto and, where the location of a particular task is not so specified, at such locations, as the “Employer” may approve.

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

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

Taxes and duties: The “Consultant”, sub-consultants and personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

Fraud and Corruption:

Definitions: It is the “Employer’s” policy to require that “Employer” as well as “Consultant” observe the highest standard of ethics during the execution of the contract. In pursuance of this policy the “Employer” defines, for the purpose of this provision, the terms set forth below as follows:

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

1.10.2 Measures to be taken by the “Employer”:

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

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

2.1 Effectiveness of Contract: This contract shall come into force and effect on the date (the effective date) of the “Employer’s” notice to the “Consultant” instructing the “Consultant” to begin carrying out the services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for failure to become effective: If this contract has not; become effective within such time period after the date of the

contract signed by the parties as specified in the SC either party may, by not less than fifteen (15) days written notice to the other party declare this contract to be null and void, and in the event of such a declaration by either party, neither party shall have any claim against the other party with respect hereto.

- 2.3** Commencement of Services: The “Consultant” shall begin carrying out the services not later than the -----(number) days after the effective date specified in the SC.
- 2.4** Expiration of contract: Unless terminated earlier pursuant to clause GC-2.9 hereof, this contract shall expire at the end of such time period after the effective date as specified in the SC.
- 2.5** Entire Agreement: This contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein
- 2.6** Modifications or variations:
- (a) Any modification or variation of the terms and conditions of this contract, including any modification or variation of the scope of the services, may only be made by written agreement between the parties. Pursuant to clause GC-7.2 here of, however, each party shall give due consideration to any proposals for modification or variation made by the other party.
 - (b) In cases of substantial modifications or variations, the prior written consent of the “Employer” is required.

2.7. Force Majeure:

2.7.1 Definition:

- (a) For the purposes of this contract, ‘Force Majeure’ means an event which is beyond the reasonable control of a party; is not foreseeable, is unavoidable and not brought about by or at the instance of the party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a party’s performance of its obligations, hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes but is not limited to war, riots civil disorder, earthquake, fire, explosion, storm flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action(except where such strikes, lockouts or other industrial actions are within the power of the party invoking force majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include;
- (h) any event which is caused by the negligence or intentional action of a party; or by or of such party’s sub-consultants or agents or employees; nor

(ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this contract and avoid or overcome in the carrying out of its obligations hereunder.

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

2.7.2 No Breach of Contract: The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

2.7.3 Measures to be taken:

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

(b) A party affected by an event of force majeure shall notify the other party of such event as soon as possible, and in any case not later than fifteen (15) days following the occurrence of such event providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a party shall, pursuant to this contract, complete any task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of force majeure.

(d) During the period of their inability to perform the services as a result of an event or force majeure, the "Consultant", upon instructions by the "Employer" shall either (i) demobilize or (ii) continue with the services to be extent possible in which case the "Consultant" shall continue to be paid proportionately and or prorate basis, under the terms of this contract.

(e) In case the disagreement between the parties as to the existence or extent of force majeure, the matter shall be settled according to clause GC-8.

2.8 Suspension : The "Employer" may by written notice of suspension to the "Consultant" suspend all payments to the "Consultant" hereunder if the "Consultant" fails to perform any of its obligations under this contract, including the carrying out of the services, provided that such notice of suspension;

(i) shall specify the nature of the failure; and

(ii) shall allow the "Consultant" to remedy such failure, if capable of being

remedied, within a period not exceeding fifteen (15) days after receipt by the “Consultant” of such notice of suspension.

2.9 Termination:

2.9.1 By the “Employer”: The “Employer” may terminate this contract in case of the occurrence of any of the events specified in paragraphs(a) through(h) of this clause GC-2.9.1

- (a) If the “Consultant” fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to clause GC-2.8 hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.
- (b) If the “Consultant” becomes(or, if the “Consultant” consists of more than one entity, if any of its members becomes and which has substantial bearing on providing services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the “Consultant” fails to comply with any final decision reached as a result of arbitration proceedings pursuant to clause GC-8 hereof.
- (d) If the “Consultant” in the judgment of the “Employer” has engaged in corrupt or fraudulent practices in competing for or in executing this contract.
- (e) If the “Consultant” submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”
- (ee) If the “Consultant” places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the “Employer”.

- (f) If the “Consultant” fails to provide the quality services as envisaged under this contract. The Consultancy Monitoring Committee (CMC) constituted to monitor the progress of the assignment may make judgment regarding poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the “Consultant” to improve the quality of the services.
- (g) If, as the result of Force Majeure, the “Consultant” is unable to perform a material portion of the services for a period of not less than fifteen (15) days.
- (h) If the “Employer” in its sole discretion and for any reason whatsoever, decides to terminate this contract.

2.9.1.1 In such an occurrence the “Employer” shall give a not less than fifteen (15) days written notice of termination to the “Consultant” and fifteen (15) days in case of the event referred to in para-2.9.1(h).

2.9.2 By the Consultant: The “Consultant” may terminate this contract, by not less than fifteen (15) days written notice to the “Employer” in case of the

occurrence of any of the events specified in paragraphs (a) through (d) of this clause GC-2.9.2.

- (a) If the “Employer” fails to pay any money due to the “Consultant” pursuant to this contract and not subject to dispute pursuant to clause GC-8 hereof within fifteen (15) days after receiving written notice from the “Consultant” that such payment is overdue.
- (b) If, as the result of Force Majeure, the “Consultant” is unable to perform a material portion of the services for a period of not less than fifteen (15) days.
- (c) If the “Employer” fails to comply with any final decision reached as a result of arbitration pursuant to clause GC-8 hereof.
- (d) If the “Employer” is in material breach of its obligations pursuant to this contract and has not remedied the same within fifteen (15) days (or such longer period as the “Consultant” may have subsequently approved in writing) following the receipt by the “Employer” of the “Consultant’s” notice specifying such breach.

2.9.3 Cessation of rights and obligations : Upon termination of this contract pursuant to clauses GC-2.2 or GC-2.9 hereof, or upon expiration of this contract pursuant to clause GC-2.4 hereof, all rights and obligations; of the parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration (ii) the obligation of confidentiality set forth in clause GC-3.3 hereof (iii) the “Consultant’s” obligation to permit inspection, copying and auditing of their accounts and records set forth in clause GC-6 hereof, and (iv) any right which a party may have under the law.

2.9.4 Cessation of services: Upon termination of this contract by notice of either party to the other pursuant to clauses GC-2.9.1 or GC-2.9.2 hereof the “Consultant” shall, immediately upon dispatch or receipt of such notice take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum. With respect to documents prepared by the “Consultant” and equipment and materials furnished by the “Employer” the “Consultant” shall proceed as provided, respectively, by clauses GC-3.7 or GC-3.8 hereof.

2.9.5 Payment upon Termination: Upon termination of this contract pursuant to clauses GC-2.9.1 or GC-2.9.2 hereof, the “Employer” shall make the following payment to the “Consultant”.

- (a) If the contract is terminated pursuant to clause-2.9.1 (g) (h) or 2.9.2 remuneration pursuant to clause GC-6.3(h) (i) hereof for services satisfactorily performed prior to the effective date of termination and reimbursable expenditures pursuant to clause GC-6.3(h) (ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

(b) If the agreement is terminated pursuant of clause-2.9.1(a) to (f) the “Consultant” shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the “Employer”. Applicable under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of clause-9 of this agreement. The “Consultant” will be required to pay any such liquidated damages to client within thirty (30) days of termination date.

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

3. OBLIGATIONS OF THE CONSULTANT:

General:

Standard of Performance: The “Consultant” shall perform the services and carry; out their obligations hereunder with the due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices and shall observe sound management practices and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The “Consultant” shall always act in respect of any matter relating to this contract or to the services as faithful adviser to the “Employer” and shall at all times support and safeguard the “Employer’s” legitimate interests in any dealing with sub-consultants or Third parties.

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

3.2.1 Consultant not to benefit from Commissions, Discounts:

(a) The payment of the “Consultant” pursuant to clause GC-6 hereof shall constitute the “Consultant’s” only payment in connection with this contract and subject to clause GC-3.2.2 hereof, the “Consultant” shall not accept for its own benefit any trade commission, discount or similar payment in

connection with activities pursuant to this contract or in the discharge of its obligations hereunder, and the “Consultant” shall use its best efforts to ensure that any sub-consultants, as well as the personnel and agents of either of them, similarly shall not receive any such additional payment.

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

3.2.2 Consultant and affiliates not to engage in certain activities: The “Consultant” agrees that during the term of this contract and after its termination, the “Consultant” and any entity affiliated with the “Consultant”, as well as any sub-consultants and any entity affiliated with such sub-consultants, shall be disqualified from; providing good, works or services (other than consulting services) resulting from or directly related to the “Consultant’s” services for the preparation or implementation of the projects.

3.2.3 Prohibition of Conflicting Activities: The “Consultant” shall not engage and shall cause their personnel as well as their sub-consultants and their personnel not to engage, either directly or indirectly in any business or professional activities that would conflict with the activities assigned to them under this contract.

3.3 Confidentiality : Except with the prior written consent of the “Employer” the “Consultant” and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the “Consultant” and its personnel make public the recommendations formulated in the course of or as a result of, the services.

3.4 Insurance to be taken out by the consultant : The “Consultant”;

(i) shall take out and maintain and shall cause any sub-consultants to take out and maintain insurance at their (or the sub-consultants’ as the case may be) own cost but On terms and conditions approved by the “Employer”, insurance against the risks and for the coverage specified in the SC and (ii) at the “Employer’s” request, shall provide evidence to the “Employer” showing that such insurance has been taken out and maintained and that the current premium therefore have been paid.

3.5 Accounting, Inspection and Auditing : The “Consultant” (i) shall keep accurate and systematic accounts and records in respect of the services hereunder, in accordance with internationally accepted accounting principles and in such form ;and detail as will clearly identify all relevant time changes and costs

and the bases thereof and (ii) shall periodically permit the “Employer” or its designated representative and/or the “Employer” and up to five years from expiration or termination of this contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “Employer” or the “Employer”, if so required by the “Employer” or the “Employer” as the case may be.

3.6 Consultant’s Actions Requiring “Employer’s” Prior Approval: The “Consultant” shall obtain the “Employer’s” prior approval in writing before taking any of the following actions:

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

Reporting Obligations: The “Consultant” shall submit to the “Employer” the reports and documents specified in Appendix-B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

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

4 CONSULTANTS PERSONNEL AND SUB-CONSULTANTS:

4.2 General: The “Consultant” shall employ and provide such qualified and experienced personnel and sub-consultants as are required to carry out the services.

4.3 Description of Personnel:

(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the services of each of the “Consultant’s” Key personnel are as per the “Consultant’s” proposal and are described in Appendix-C. If any of the Key personnel has already been approved by the “Employer”, his/her name is listed as well.

(b) If required to comply with the provisions of clause GC-3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set both in Appendix-C may be made by the “Consultant” by written notice to the “Employer”, provide;

- (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger; and
- (ii) that the aggregate of such adjustments shall not cause payments under this contract to exceed the ceilings set forth in clause GC-6.1(b) of this contract. Any other such adjustments shall only be made with the “Employer” written approval.

(c) If additional work is required beyond the scope of the services specified in Appendix-A, the estimated periods of engagement of Key personnel set both in Appendix-C may be increased by agreement in writing between the “Employer” and the “Consultant”. In case where payments under this contract exceed the ceiling set both in clause GC-6.1(b) of this contract, this will be explicitly mentioned in the agreement.

4.4 Approval of Personnel: The Key personnel and sub-consultants listed by title as well as by name in Appendix-C are hereby approved by the “Employer”. In respect of other personnel which the “Consultant” proposed to use in the carrying out of the services, the “Consultant” shall submit to the “Employer” for review and approval a copy of their Curricula Vitae (CVs). If the “Employer” does not object in writing (stating the reasons for the objection) within fifteen (15) days from the date of receipt of such CVs, such personnel shall be deemed to have been approved by the “Employer”.

4.5 Removal and / or Replacement of Personnel:

(a) Except as the “Employer” may otherwise agree, no changes shall be made in the personnel. If, for any reason beyond the reasonable control of the “Consultant”, such as retirement, death, medical incapacity, among others, it

becomes necessary to replace any of the personnel, the "Consultant" shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the "Employer";

- (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or
- (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the "Consultant" shall, at the "Employer's" written request specifying the grounds therefore, forthwith provide as a replacement, a person with qualifications and experience acceptable to the "Employer".

(c) Any of the personnel provided as a replacement under clauses (a) and (b) above, as well as any reimbursable expenditure (including due to the number of eligible dependents) the "Consultants" may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also;

- (i) the "Consultant" shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement; and
- (ii) the remuneration to be paid for any of the personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

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

5 OBLIGATIONS OF THE "EMPLOYER":

5.2 Assistance and Exemptions: Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the government shall:

- (a) Provide the "Consultant", sub-consultants and personnel with work permits and such other documents as shall be necessary to enable the "Consultant", sub-consultants or personnel to perform the services.
- (b) Issue to officials, agents and representatives of the government and state governments, all such instructions as may be necessary or appropriate for the prompt and effective implementation of the services.
- (c) Provide to the "Consultants", sub-consultants and personnel any such other assistance as may be specified in the SC.

5.3 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the applicable laws of India with

respect to taxes and duties, which are directly payable by the “Consultant” for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the “Consultant” in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the “Consultant” under this contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in clause GC-6.1(b).

5.4 Services, Facilities and Property of the “Employer”:-

(a) The “Employer” shall make available to the “Consultant” and its personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix-E at the times and in the manner specified in said Appendix-E.

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

5.5 Payment: in consideration of the services performed by the “Consultant” under this contract, the “Employer” shall make to the “Consultant” such payments and in such manner as is provided by clause GC-6 of this contract.

5.6 Counterpart personnel:

(a) If necessary, the “Employer” shall make available to the “Consultant” free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the “Consultant’s” advice, if specified in Appendix-E.

(b) Professional and support counterpart personnel, excluding “Employer’s” liaison personnel, shall work under the exclusive direction of the “Consultant”. If any member of the counterpart personnel falls to perform adequately any work assigned to such member by the “Consultant” that is consistent with the position occupied by such member, the “Consultant” may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6 PAYMENTS TO THE CONSULTANT:

6.2 Total Cost of the Services:

(a) The total cost of the services payable is set forth in Appendix-D as per the “Consultant’s” proposal to the “Employer” and as negotiated thereafter;

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

(c) Notwithstanding clause GC-6.1(b) hereof, if pursuant to any of the clauses GC-4.2 (c) or 5.2 hereof, the parties shall agree that additional payments shall be made to the “Consultant” in order to cover any necessary additional expenditure not envisaged in the cost estimated referred to in clause GC-6.1 (a) above, the ceiling or ceilings, as the case may be, set forth in clause GC-6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

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

7 The “Consultants” shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC-13.

8 Once a milestone is completed, the “Consultant” shall submit the requisite deliverables as specified in this Contract. The “Employer” shall release the requisite payment upon acceptance of the deliverables. However, if the “Employer” fails to intimate acceptance of the deliverables or its objections hereto, within fifteen (15) days of receipt of it, the “Employer” shall release the payment to the “Consultant” without further delay.

9 Final Payment: The final payment as specified in SC-13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the “Consultant” and approved as satisfactory by the “Employer” The services shall be deemed completed and finally accepted by the “Employer” and the final report and final statement shall be deemed approved by the “Employer” as satisfactory thirty (30) calendar days after receipt of the final report and final statement by the “Employer” unless the “Employer”, within such thirty (30) days period, gives written notice to the “Consultant” specifying in detail deficiencies in the services, the final report or final statement. The “Consultant” shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the “Employer” has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this contract, shall be reimbursed by the

“Consultant” to the “Employer” within fifteen (15) days after receipt by the “Consultant” of notice thereof. Any such claim by the “Employer” for reimbursement must be made within fifteen (15) days after receipt by the “Employer” of a final report and a final statement approved by the “Employer” in accordance with the above.

- 10** For the purpose of payment under clause-6.3 (b) above, acceptance means; acceptance of the deliverables by the “Employer” after submission by the “Consultant” and the consultant has made presentation to the CMC / “Employer” (Mention this if presentation is required) with / without modifications to be communicated in writing by the “Employer” to the “Consultant”.
- 11** If the deliverables submitted by the “Consultant” are not acceptable to the “Employer” / CMC, reasons for such non-acceptance should be recorded in writing; the “Employer” shall not release the payment due to the “Consultant”. This is without prejudicing the “Employer’s” right to levy and liquidated damages under clause-9. In such case, the payment will be released to the “Consultant” only after it re-submits the deliverable and which is accepted by the “Employer”.
- 12** All payment under this contract shall be made to the accounts of the “Consultant” specified in the SC.
- 13** With the exception of the final payment under clause (c) above, payments do not constitute acceptance of the services nor relieve the “Consultant” of any obligations hereunder, unless the acceptance has been communicated by the “Employer” to the “Consultant” in writing and the “Consultant” has made necessary changes as per the comments / suggestions of the “Employer” communicated to the “Consultant”.
- 14** In case of early termination of the contract, the payment shall be made to the “Consultant” as mentioned here with:-
 - (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The “Consultant” shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified; and
 - (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the “Consultant” in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

15 FAIRNESS AND GOOD FAITH:

15.2 Good Faith: The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

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

16 SETTLEMENT OF DISPUTES:

16.2 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either party of the contract may send a written Notice of Dispute to the other party. The party receiving the notice of Dispute will consider the notice and respond to it in fifteen (15) days after receipt. If that party fails to respond within fifteen (15) days, or the dispute cannot be amicably settled within thirty (30) days following the response of that party, clause GC 8-2 shall become applicable.

16.3 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the "Employer" and the "Consultant", which has not been settled amicably, any party can refer the dispute for arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the "Employer" and the "Consultant", the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of two arbitrators, the Presiding Arbitrator shall be appointed by the Secretary to Government of India of the concerned Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

16.4 Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

16.5 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the “Employer” and the “Consultant”. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

17 LIQUIDATED DAMAGES:

17.2 The parties hereby agree that the due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this contract.

17.3 The amount of liquidated damages under this contract shall not exceed 20% of the total value of the contract as specified in Appendix-D.

17.4 The liquidated damages shall be applicable under following circumstances:-

17.5 If the deliverables are not submitted as per schedule as specified in SC-13, the “Consultant” shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

(b) If the deliverables are not acceptable to the “Employer” as mentioned in clause 6.2 (e), and defects are not rectified to the satisfaction of the “Employer” within fifteen (15) days of the receipt of the notice, the “Consultant” shall be liable for liquidated damages for an amount equal to 0.5% of total cost of the services for every week or part thereof for the delay.

18 MISCELLANEOUS PROVISIONS:

- (I) “Nothing contained in this contract shall be construed as establishing or creating between the parties, a relationship of master and servant or principal and agent.
- (II) Any failure or delay on the part of any party to exercise right or power under this contract shall not operate as waiver thereof.
- (III) The contractor / “Consultant” shall notify the “Employer” / the Government of India of any material change in their status, in

particular, where such change would impact on performance of obligations under this contract.

- (IV) Each member / constituent of the contractor/"Consultant", in case of a consortium shall be jointly and severally liable to and responsible for all obligations towards the "Employer"/government for performance of works/services including that of its Associates/sub-contractors under the contract.
- (V) The Contractor/"Consultant" shall at all times indemnify and keep indemnified the "Employer"/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the project.
- (VI) The Contractor/"Consultant" shall at all times indemnify and keep indemnified the "Employer"/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's / "Consultant's") employees or agents or by any other third party resulting from or by an action, omission or operation conducted by or on behalf of the Contractor/"Consultant".
- (VII) The Contractor/"Consultant" shall at all times indemnify and keep indemnified the "Employer"/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like;
 - a. All claims regarding indemnity shall survive the termination or expiry of the contract.
 - b. It is acknowledged and agreed by all parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Contractor/"Consultant") for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the "Employer".

III. Special conditions of contract:

(Clause in brackets {} are optional; all notes should be deleted in final text)

SC Clause Ref. of GC Clause Amendments of, and Supplements to, clauses
in the General Conditions of Contract

1. 1.5 The addresses are:

1“Employer”:
Attention:
Facsimile:

2. “Consultant”:
Attention:
Facsimile:

2. 1.7 {Lease Partner is [insert name of member]}

Note: If the “Consultant” consists of a joint venture/
Consortium/association of more than one entitle
the name of the entity whose address is specified in
clause GC-1.6 should be inserted here. If the
“Consultant” consists only of one entity, this clause GC-
1.8 should be deleted from the SC.

3. 1.8 The Authorized Representatives are:

For the “Employer”:

For the “Consultant”:

4. 2.1 {The effectiveness conditions are the following:[insert
conditions]}

Note: List here any conditions of effectiveness of the Contract
e.g., approved of the Contract by the “Employer”, “Employer’s”
approval of “Consultant’s” proposals for appointment of specified
key staff members, effectiveness of “Employer” Loan, receipt by
“Consultant” of advance payment and by “Employer” of advance
payment guarantee. If there are no effectiveness conditions, delete
this clause GC-2.1 from the SC.

5. 2.2 The time period shall be [insert time period, e.g.: fifteen days]

6. 2.3 The time period shall be [insert time period, e.g.: fifteen days]

7. 2.4 The time period shall be [insert time period, e.g.: four months]
8. 3.4 Limitation of the “Consultant” Liability towards the “Employer”

{Note: Proposals to introduce exclusions/limitations of the “Consultant” liability under the Contract should be carefully scrutinized by “Employer”. In this regard, the parties should be aware of the “Employer’s” policy on this matter which is as follows:

18.2.1 If the parties agree that the “Consultant’s” liability should simply be governed by the Applicable Laws of India, they should delete this clause GC-3.4 from the SC.

18.2.2 If the parties wish to limit or to partially exclude the “Consultant’s” liability to the “Employer”, they should note that, to be acceptable to the “Employer”, any limitation of the “Consultant’s” liability should at the very least be reasonably related to (a) the damage the “Consultant” might potentially cause to the “Employer”, and (b) the “Consultant’s” ability to pay compensation using their own assets and reasonably obtainable insurance coverage. The “Consultant’s” liability should not be limited to less than a multiplier of the total payments to the “Consultants” under the contract for remuneration and reimbursable expenses. A statement to the effect that the “Consultants” are liable only for the re-performance of faulty services is not acceptable to the “Employer”. Also, the “Consultant” liability should never be limited for loss or damage caused by the “Consultant’s” gross negligence or willful conduct.

9. 3.5 The risks and the insurance coverage shall be as follows:
(Note: Delete/modify whichever is not applicable)

- (a) Third party motor vehicle liability insurance in respect of motor vehicles operated in the Government’s country by the “Consultant” or its personnel or any sub-consultants or their personnel, with a minimum coverage of [insert amount and currency];
- (b) Third party liability insurance, with a minimum coverage of [insert amount and currency];
- (c) Professional liability insurance to cover the “Employer” against any loss suffered by the “Employer” due to the professional service provided by the “Consultant”, with a minimum coverage of [insert amount and currency];
- (d) Worker’s compensation insurance in respect of the personnel of the “Consultant” and of any sub-consultant in accordance with the relevant provisions of the applicable laws of India, as well as

- with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this contract, (ii) the “Consultant’s” property used in the performance of the Services, and (iii) any documents prepared by the “Consultant” in the performance of the services, by theft, fire or any natural calamity.

Note: If there are no other actions, delete this clause GC -3.6.

10. 4.6 {The person designated as resident project manager in Appendix-C, shall serve in that capacity, as specified in clause GC-4.5}.
Note: If there is no such manager, delete this clause GC-4.5.
11. {5.1) Note: List here any changes or additions to clause GC-5.1. If there are no such changes or additions, delete this clause GC- 5.1.
12. 6.2 (b) The ceiling in local currency is: [insert amount and currency]
13. 6.3 [Delete whichever is not applicable]

For lump-sum contracts payment will be made based on milestones indicated for each activity as below:

S. No.	Milestone (Deliverables)	Time Period for submission	Payment (as of the total service cost)
1.	Inception report (Five hard copies and one electronic version in Word format) shall be submitted by the “Successful bidder” to the “Employer”.	within 15 days from the date of award	40% of the approved bid amount as an advance against an equivalent irrevocable Bank Guarantee of a Nationalized Bank valid for 6 months.
2.	First draft report (5 hard copies and one electronic version in Word format) shall be submitted to the “Employer”.	after one hundred (100) days from the date of award of the study	40% of the approved bid amount after submission of draft the report.
3.	Presentation and discussion (to be confirmed by the “Employer”)	To be filled	-
4.	Final report (50 copies and five e-copies on CD-ROM in Word and PDF format within fifteen (15) days of receipt of comments on the draft report	To be filled	20% of the approved bid amount after acceptance of final report.

	from "Employer.		
Total			

14. 8.3 The arbitration proceedings shall take place in (indicate name of the city) in India.

Binding signature of "Employer" Signed by _____
 _____ (for and on behalf of the President of India)

Binding signature of Contractor Signed by _____
 _____ (for and on behalf of _____
 _____ duly authorized vide Resolution
 No _____ dated _____ of the Board of Director of _____)

In the presence of
 (Witnesses)

- 1.
- 2.

IV Appendices:

APPENDIX-A: DESCRIPTION OF SERVICES.

Note: This Appendix will include the final Terms of Reference worked out by the "Employer" and the "Consultants" during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by "Employer", etc.

APPENDIX-B: REPORTING REQUIREMENTS.

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

APPENDIX- C: STAFFING SCHEDULE.

(Include here the agree (negotiated staffing schedule including the engagement of sub-contractors, if any)

APPENDIX-D: TOTAL COST OF SERVICE IN.

(Include here the rate quoted in the financial proposal or the negotiated rates, whichever is applicable)

APPENDIX- E: DUTIES OF THE “EMPLOYER”.

(Include here the list of services, facilities and property to be made available to the “Consultant” by the “Employer”).

15. Works Progress Review:

The Consultancy Monitoring Committee will review the progress of work as per the timeliness fixed for the work.

Note: - Technical bid should be a part of the contract.

COST ESTIMATE (BUDGET)

[Approximate cost to be given here includes (a) professional / consultancy charges, (b) travel, boarding, and lodging, conveyance etc. ,(c) documentation like printing of records, office expenses and miscellaneous expenses.]
