

# Request for Proposal (RFP) for Evaluation of Strengthening of KVK Scheme

DO No. I-19011/02/2025-DMEO

August 2025 Government of India



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No. I-19011/02/2025-DMEO
Government of India
NITI Aayog
Development Monitoring and Evaluation
Office
Sansad Marg, New Delhi -110001

## **Invitation for Proposals**

Date: 27<sup>th</sup> August 2025

Subject: Request for Proposal (RFP) for Evaluation of Strengthening of KVK Scheme The Development Monitoring and Evaluation Office (DMEO), National Institution for Transforming India (NITI) Aayog, Government of India, intends to engage a Technical Consultant to support the Evaluation of Strengthening of KVK Scheme details of which have been provided in the RFP document.

DMEO, NITI Aayog invites proposals for this assignment, from national firms/organisations/institutions, which have requisite experience in this field as detailed in the RFP. The salient features of the study, eligibility criteria and instructions on how to bid and other details are available in the RFP document uploaded on the DMEO website (https://dmeo.gov.in/tenders) and Government e-Marketplace (https://gem.gov.in/). Important information & tentative dates are given in section 1 of the RFP.

Interested applicants are requested to log into Government e-Marketplace (GeM) and submit their RFP response online, on or before 17<sup>th</sup> September 2025, 17:00 hours. Applicants can also refer to resources available on GeM (https://gem.gov.in/support/sellers/?lang=english) for further queries.

# Shri Ashish Diwan Economic Officer

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#### **Disclaimer**

- i. The information contained in this Request for Proposals document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- ii. This RFP is neither an agreement nor an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements or information contained in this RFP and obtain independent advice from appropriate sources.
- iii. Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- iv. Applicants are advised that selection shall be based on their meeting various criteria enumerated in the different clauses of the RFP. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process or selection.
- v. The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
- vi. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information,



- statements, assessment or assumption contained in this RFP.
- vii. The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
- viii. The selection Process shall be governed by the dispute settlement mechanisms (DSM) (Manual for Procurement of Consultancy and Other Services, June 2022).
  - ix. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.



# **Acronyms**

**B.E.** Budget Estimates

**CAPI** Computer Aided Personal Interviews

**CV** Curriculum Vitae

**DMEO** Development Monitoring and Evaluation Office

FGD Focus Group Discussion
GeM Government e-Marketplace
KII Key Informant Interview

NGOs Non-Government Organization

R.E. Revised EstimatesRFP Request for Proposal

**TIS** Tender Information Summary

#### **Glossary for RFP**

As defined in RFP Clause 1.2.1 **Applicant Authorized Representative** As defined in RFP Clause 1.12.2(d) As defined in RFP Clause 1.1 **Authority Bid Security** As defined in RFP Clause 1.16 **Conditions of Eligibility** As defined in RFP Clause 1.4 **Conflict of Interest** As defined in RFP Clause 1.5 **Consultancy Team** As defined in RFP Clause 1.3 As defined in RFP Clause 1.1(b) **Consultant Eligible Assignments** As defined in RFP Clause 4.2 **Financial Proposal** As defined in RFP Clause 1.14 **Key Personnel** As defined in RFP Clause 1.3 **Lead Member** As defined in RFP Clause 1.2.1 Legal entity As defined in RFP Clause 1.4.2 (A)

**LOA** Letter of Award as specified in RFP Clause 3.4

Professional PersonnelAs defined in RFP Clause 1.13.6ProposalAs defined in RFP Clause 1.2

**Proposal Due Date or PDD**As defined in Tender Information Summary

Selected ApplicantAs defined in RFP Clause 4.5.2Selection ProcessAs defined in RFP Clause 1.2.2Sole FirmAs defined in RFP Clause 1.2.1Support PersonnelAs defined in RFP Clause 1.13.6Team LeaderAs defined in RFP Annexure A

**Technical Proposal** As defined in RFP Clause 1.13

# **Glossary for Schedules**

**Form of Agreement** Form of Agreement as in Schedule-2



Agreement As defined in Schedule-2 Clause 1.1.1(a)
Agreement Value As defined in Schedule-2 Clause 6.1.2
Applicable Laws As defined in Schedule-2 Clause 1.1.1(c)
Associate As defined in Schedule-3 Clause 9(f)
Deliverables As defined in Schedule-1 Clause 7

Effective Date

As defined in Schedule-2 Clause 1.1.1(g)

Final Evaluation Report

As specified in Schedule-1 Clause 8

Inception Report

As specified in Schedule-1 Clause 7

Member

As defined in Schedule-2 Clause 1.1.1(j)

Personnel

As defined in Schedule-2 Clause 1.1.1(l)

**Project Manager** As defined in Schedule-2 Clause 4

**Services** As defined in Schedule-2 Clause 1.1.1(n)

**TOR** As defined in Schedule-1



# **Tender Information Summary (TIS)**

	1.0 Basic Tender De	etails
1.1.	Tender Title/ Name of Assignment	RFP for the Selection of a Technical Consultant for the Evaluation of the Strengthening of KVK Scheme
1.2.	File Number	I-19011/02/2025-DMEO
1.3.	Tender Type	RFP-Open Tendering
1.4.	Tender Category	Services
1.5.	Dol vices	
1.6.	Product Category	Consultancy
1.7.	Selection Method	Quality & Cost Based Selection (QCBS) in 70:30 Ratio
1.8.	Appointing Arbitration	Head of the Procuring Organization
1.9.	Language for all type Communication	English only
1.10	Form of Contract	Lumpsum
1.11	Organization:	NITI Aayog
1.12	The Procuring Entity:	DMEO- NITI Aayog
1.13	Mode of Procurement	Online- through GeM Portal
1.14	Tender Inviting Authority (TIA)	DG DMEO- NITI Aayog
1.15	Office Address & Communication for Correspondence	Shri Dharmender Singh Sajwan Development Monitoring & Evaluation Office (DMEO) Room No-431, NITI Aayog, Sansad Marg New Delhi, 110001
		Email:ds.sajwan@gov.in
	2.0. Critical Da	
2.1.	Publication on RFP on GeM Portal	27.08.2025(Wednesday)
2.2.	Pre-Proposal Queries  Lost data for Pagaixing queries /clarification	Yes  03 00 2025 (Wadnesday)
2.4.	<ul><li>Last date for Receiving queries /clarification</li><li>i. Mode &amp; Address for submission of Pre-Proposal Queries</li></ul>	03.09.2025 (Wednesday) Email: dmeoeval-niti@gov.in
	ii. Applicants may register for the same until a day prior to the Pre-proposal	Registration Link: <a href="https://docs.google.com/forms/d/e/1F">https://docs.google.com/forms/d/e/1F</a>



	C	AL-OLGG-L200VICNOD-NILI1-1-1011
	Conference by submitting the details	AlpQLSfoL299YJfN9PqNHddckiOJd
	of their representatives attending the	nP99TRBJK2YK5thxvMUJa2njw/vie
	pre-proposal conference at the below	wform?usp=sharing&ouid=11071793
2.5	link:	4707024492379
2.5.	Pre-Proposal Conference, Date, Time &	08.09.2025 (Monday), 11.00 AM
	Venue	Link:
		https://dmeo.webex.com/dmeo/j.php?
		MTID=m4872f81ccc6d0fe276496afd
		7ef4f610
2.6	A 11 '14 O '1	Venue: R.N.134, NITI Aayog
2.6.	Authority response to Queries	10.09.2025 (Wednesday)
2.7.	Proposal Due Date (PDD)/Last date <sup>1</sup>	17.09.2025 (Wednesday)
2.8.	Opening of Technical Proposals date & Time	19.09.2025(Friday)
2.9.	Proposal Validity (Days from the date of	90 Days
	Proposal Opening)	
2.1	3.0 Terms of Refe	
3.1	Period of Contract	5 Months
3.2.	Service Details:	As per Terms of Reference / Scope of
	100	Work.
4.4	4.0 Documents relating to Bid Security	
4.1.	Bid Security (EMD) Amount in INR:	Rs 5.6 lakhs
4.2.	Is Bid Securing Declaration permitted in	Only for educational institutions as
	lieu of Bid Security?	per RFP Clause 1.16.2
4.3.	Performance Security	Yes, 3 % of the Agreement Value
4.4.	Bid/ Performance Security to be addressed/ in favor of:	PAO, NITI Aayog
4.5.	Form of Bid/ Performance Security	Refer Checklist of documents at Clause
		1.3
4.6.	Payment Schedule	Inception report = 20%
		Mid-term report =30%
		Draft report = 30%
		Final report =20%
	5.0 Critical URL	Links
A	Appendix I (Techn	ical Proposal)
5.1	Letter of Proposal	Appendix-I Form-1
5.2.	Particulars of Applicant	Appendix-I Form-2
5.3	Statement of Legal Capacity	Appendix-I Form-3
5.4	Power of Attorney	Appendix-I Form-4
5.5.	Financial Capacity of the Applicant	Appendix-I Form-5
5.6	Particulars of Key Personnel	Appendix-I Form-6

<sup>1\$</sup> While extending the Proposal Due Date on account of an addendum, the Authority shall have due regard for the time required by Applicants to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Proposal Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.



5.7	Proposed Methodology & Work Plan	Appendix-I Form-7	
5.8	Eligible Assignments of the applicant	Appendix-I Form-8	
5.9	Deployment of professional Personnel Appendix-I Form-9		
5.10	Support Personnel	Appendix-I Form-10	
5.11	Bid Security Declaration Form with substantiated documents like MSME Udyam Certificate etc	(i) Appendix-I Form- 11(applicants for MSME units and government owned universities/academic institutions only) (ii) Applicable for MSME	
5.12	Letter of Intent for Technical Collaboration	Appendix-I Form-12	
В	Appendix II (Financial Proposal)		
5.13	Covering Letter		
5.14	Financial Proposal		
5.15	Estimated Personnel Cost		
C.	Documents of LOA		
5.16	Form of Agreement	Schedule-2	
5.17	Terms of Reference	Schedule 1 of the RFP	
5.18	Deployment of Personnel	Appendix I Form 9	
5.19	Estimate of Personnel Costs	Appendix II Form 3	
5.20	Cost of Services	Appendix II Form 2	
5.21	Payment Schedule	Schedule 2 Annex 5	
5.22	Bank Guarantee for Performance Security Schedule 2 Annex 6		
5.23	Judicial Stamp Paper	To be appended with Form of Agreement	
5.24	Guidance Note on Conflict of Interest	Schedule-3	



# **Checklist of documents**

01	. Documents to be uploaded on GeM Portal or	nline on or before PDD:	
1.1.	Technical Proposal	As per Appendix-I, Form 1-12 (available on DMEO website)	
1.2.	Financial Proposal	As per Appendix-II, Form 1-3 (available on DMEO)	
02	. Documents to be submitted offline.		
2.1.	Bid Security  [Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque (only for EMD), Bank Guarantee]	To be submitted within 5 days after PDD.	
2.2	Power of Attorney  To be submitted before the award of Contract (Appendix-I Form-4 as available on DMEO website)		
0.3.	Documents to be submitted offline on signing	of Contract:	
3.1.	Performance Security (3 % of the Agreement Value)  [Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque (only for EMD), Bank Guarantee]	Bank Guarantee to be submitted as per Appendix-III Form-1 (available on DMEO Website)	
3.2.	Form of Agreement	Schedule-2 (as available on DMEO website)	
3.3.	Judicial Stamp Paper (To be appended with Agreement)	On Rs 200 Stamp Paper	



#### 1. Introduction and Instructions to Applicants

#### 1.1. Background

(a) The Development Monitoring and Evaluation Office (DMEO) ("the Authority") is an attached office of NITI Aayog. Constituted in September 2015 by merging the erstwhile Program Evaluation Office (PEO) and the Independent Evaluation Office (IEO), DMEO works to fulfill the monitoring and evaluation (M&E) mandate and to build the M&E ecosystem in India. DMEO has been mandated to actively monitor and evaluate the implementation of schemes, programs and Initiatives of the Government of India (GoI) to strengthen their implementation and scope of delivery on an ongoing basis. Further, evidence-based policy making should be integral to overall governance structure in the country.

#### (b) Request for Proposal

The Authority invites proposals (the "Proposals") for selection of a Technical Consultant (the "Consultant") who shall conduct an evaluation study of the Scheme, in accordance with the TOR (collectively the "Consultancy").

## 1.2. Scope of Proposal

- 1.2.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the "Sole Firm") or as lead member of a Consortium of firms (the "Lead Member") in response to this invitation. The term applicant (the "Applicant") means the Sole Firm (in case of firms) or the Lead Member of a Consortium or Universities or Academic Institutions as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 1.2.2. The Authority has adopted a two-stage selection process (collectively the "Selection Process") for evaluating the Proposals comprising technical and financial bids. In the first stage, a technical evaluation will be carried out. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, a financial evaluation will be carried out. Proposals will finally be ranked according to their combined technical and financial scores. The first ranked Applicant shall be selected for negotiation (the "Selected Applicant").



- 1.2.3. The Applicant shall submit its proposal (Both Technical & Financial as prescribed in clause 1.15.3) on GeM Portal. The Technical Proposal shall be submitted in the form as per Appendix-I (as available on DMEO website) and the Financial Proposal to be submitted in the form as per Appendix-II (as available on DMEO website). The Forms to be uploaded on GeM can be accessed on DMEO Website (<a href="https://dmeo.gov.in/">https://dmeo.gov.in/</a>). Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified as per Schedule-2 (as available on DMEO website). The responsibility for the completion of study in terms of submission of deliverables and achievements of milestones, as prescribed in Terms of Reference, lies with the Applicant.
- 1.2.4. Sub-Contracting by the applicant is not permitted. However, for conducting field surveys the applicant may engage field investigators or field survey firms. The responsibility to maintain the highest quality of data collected from this study lies with the applicant. The applicant shall submit the credentials of the survey firms proposed for conducting the field survey in the inception reports.

# 1.3. Key Personnel

The Consultant shall form a multi-disciplinary team (the "Consultancy Team") for undertaking this assignment. The Consultancy Team shall consist the key personnel (the "Key Personnel") who shall discharge their respective responsibilities as specified below as per Annexure A of RFP:

#### 1.4. Conditions of Minimum Eligibility of Applicants

- 1.4.1 Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation. The Minimum Conditions of Eligibility as specified in the RFP may be relaxed for a particular Applicant, if applicable, subject to furnishing of relevant and valid documents or certificates, supporting such relaxations or exemptions under Applicable Laws.
- 1.4.2. To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following
  - (A) General Eligibility of the Applicant: The Applicant must be a legal entity as per Applicable Laws. The 'legal entity' denotes an organization, that is recognized as a distinct entity under law. It can be an incorporated Company or LLP under Indian Laws or university, academic institution and research & development



organization. The Applicant should not have been debarred or blacklisted on the date of application by the Central Government, any State Government, any Statutory Authority of the Government, or a Public-Sector Undertaking, from participating in any consulting assignment.

- (B) **Technical Capacity:** The Applicant should have, **over the past 8** (**Eight**) **financial years** preceding the PDD, undertaken **a minimum of 2 (two) Eligible Assignments** as specified in Clause 4.2
- (C) **Financial Capacity:** The Applicant should have a minimum annual total revenue/turnover of Rs 3.76 Cr. preceding 3 (three) financial years from the date of the application.
- (D) **Availability of Key Personnel:** The Applicant should offer and make available all Key Personnel meeting the requirements specified in Annexure A of RFP.
- (E) **Age limit of Key Personnel:** All Key Personnel must below the age of 60 Years and fulfill the Minimum Conditions of Eligibility specified in Annexure A of RFP:
- 1.4.3. The Applicant should enclose with its Proposal, certificate(s) from its Statutory Auditors<sup>2</sup> stating its Annual Turnover/Total Revenue<sup>3</sup> for the preceding 3 (three) financial years from the date of application. In the event that the Applicant does not have a statutory auditor, it should provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 1.4.4. The Applicant should submit a Power of Attorney (POA) as per the format of Appendix-1, Form-4 (as provided on DMEO website). However, that such Power of Attorney would not be required if the Application is signed by a partner in case the Applicant is a partnership firm or limited liability partnership.
  - In the case of government owned academic institutions in lieu of POA, a letter of authorization duly signed by the competent authority such as Head of the Department, Dean, Registrar, Director etc. should be submitted.
- 1.4.5 An Applicant should, during the last three years, neither have failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor have been expelled from any project or

<sup>2 \$</sup> Please do not attach complete printed annual financial statements. In case relevant extracts of duly audited annual financial statements containing the requisite details are provided, duly countersigned by the authorized signatory, a separate certification by statutory auditors would not be necessary.

<sup>&</sup>lt;sup>3</sup> Turnover of university means Revenue from all sources + Grant in Aid



- agreement nor have had any agreement terminated for breach by such Applicant.
- 1.4.6 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets (without any change in prescribed forms) in the event that the space provided in the specified forms in the Appendices is insufficient.

#### 1.5. Conflict of Interest

- 1.5.1 An Applicant shall not have a conflict of interest as per Schedule 3 (as available on DMEO website) that may affect the Selection Process or the Consultancy. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority reserves the right to take action as per the Bid Security or Bid Security Declaration for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 1.5.2 It is expected that the Consultant shall provide professional, objective, and impartial advice and at all times hold the Authority's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant should not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 1.5.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note on conflict of interest at Schedule-3 (as available on DMEO website).

#### **1.6.** Number of Proposals

No Applicant or its Associate should submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be. If any Applicant or its Associate is found to submit more than one application either individually or as a member of any consortium, all of their applications shall be rejected.

# 1.7. Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority etc. The



Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

#### 1.8. Verification of information

Applicants are encouraged to submit their respective Proposals after verification of the documents, reference materials, etc. within the purview of this RFP and the Applicable Laws and regulations or any other matter considered relevant by them.

#### 1.9. Right to reject any or all Proposals

- 1.9.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 1.9.2 Without prejudice to the generality of Clause 1.9.1, the Authority reserves the right to reject any Proposal if:
  - (a) at any time, a material misrepresentation on the part of the applicant is made or discovered, or
  - (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, the Authority reserves the right to annul the Selection Process.

#### 1.10. Clarifications

1.10.1 Applicants should seek clarifications, if any, on the RFP either through GeM portal (https://gem.gov.in/) by logging in through their registered ID or by sending an email to <a href="mailto:dmeoeval-niti@gov.in">dmeoeval-niti@gov.in</a> before the date mentioned in the TIS (Critical Dates).

The Authority shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The Authority shall post the reply to all such queries on the Official



Website/GeM portal without identifying the source of queries.

1.10.2. The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 1.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

#### 1.11. Amendment of RFP

- **1.11.1.** At any time prior to the Proposal Due Date, the Authority may, for any reason, modify the RFP document by the issuance of Amendment and posting it on the Official Website at <a href="https://dmeo.gov.in/">https://dmeo.gov.in/</a>
- **1.11.2.** All such amendments shall be posted on the GeM portal <a href="https://gem.gov.in/">https://gem.gov.in/</a>along with the revised RFP containing the amendments and will be binding on all Applicants.
- **1.11.3.** In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

#### **Preparation and Submission of Proposal**

#### 1.12. Format and signing of Proposal

- 1.12.1. The Applicant shall provide all the information sought under this RFP. The Authority will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 1.12.2. Bids along with all the scanned copies of the document should be submitted in the electronic form only through the GeM e-tendering system before the PDD. Before the bid documents are uploaded, all attached documents should be signed using digital signatures of any of the following:
  - (a) by the proprietor, in case of a proprietary firm; or
  - (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
  - (c) by a duly authorized person holding the Notarized Power of Attorney, in case of a Limited Company or a corporation; or
  - (d) by the Authorized Representative of the Lead Member holding the notarized Power of Attorney, in case of



consortium.

(e) by the Competent Authority from the Educational Institution

A Notarized copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public in the form specified in Appendix-I (Form-4) (as provided on DMEO website) shall be uploaded along with the Proposal.

- 1.12.3. The documents mentioned below shall be sent separately to the Authority in original through Speed Post/Registered Post or delivered by hand to the person specified in 'Invitation to Proposal' (page no.4 of this RFP).
  - a) Notarized Power of Attorney as required under Clause 1.4.4 prior to the award of contract and,
  - b) Insurance Surety Bond/Demand Draft/Account Payee/ Fixed deposit/ Receipt/ Banker's Cheque /Bank Guarantee (including e-Bank Guarantee) towards Bid Security or Bid Security Declaration, as required under Clause 1.16. Scanned copy of the same shall be uploaded on the GeM portal. Hard copy of the same will have to be submitted directly to the Authority not later than 5 (five) working days after the bid opening (Opening of Technical Proposal date & time).

Kindly note that, the proposal shall be rejected if a hard copy of the Bid security or Bid Security Declaration is not submitted not later than 5 (five) working days after the bid opening. However, the hard copy of Power of Attorney shall be submitted prior to the award of contract.

The envelope should be sealed and shall clearly subscript the following: RFP for "Evaluation of Strengthening of KVK Scheme"

- 1.12.4. Applicants should note the Proposal Due Date, as specified in TIS, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents uploaded on the GeM portal by the closing time of Proposal Due Date as specified in the TIS. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.
- 1.12.5. The Authority is neither a party nor a principal in the relationship between the Applicant and the organization hosting the e-procurement portal (hereinafter called the GeM Portal). Applicants must comply with the



rules, regulations, procedures, and implied conditions/ agreements of the GeM portal, including registration, compatible Digital Signature Certificate (DSC) etc. Consultants shall settle clarifications and disputes, if any, regarding the Portal directly with them. The Consultant is advised to go through the terms and conditions of the GeM Portal carefully before applying.

# 1.13. Technical Proposal

- 1.13.1. Applicants should submit the technical proposal online on GeM Portal in the prescribed formats available at Appendix-I (the "Technical Proposal") (as provided on DMEO website)'.
- 1.13.2. While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
  - a. The Bid Security or Bid Security Declaration is provided;
  - b. All scanned copies of the forms are submitted in the prescribed formats and signed by the authorized signatories;
  - c. Power of Attorney, if applicable, is executed as per Applicable Laws:
  - d. CVs of all Key Personnel and other professional personnel are duly signed
  - e. Key Personnel and other professional meet the Minimum Conditions of Eligibility laid down at Annexure-A of the RFP;
  - f. Only one CV for each Key Personnel position has been furnished and no alternates are given.
  - g. The latest CVs are signed and dated in blue ink or digitally signed by the respective Personnel, and digitally countersigned by the authorized signatory. Only a copy of the CV signed by respective Key Personnel, duly digitally countersigned by the authorized signatory, shall be accepted. If 50% of the submitted CVs, are not signed by the key personnel, the evaluation of the technical bid shall be carried without considering these unsigned CVs and, if this Consultant is finally selected, the signed CVs shall be submitted by the Selected Consultant before signing of the LoA. The replacement of such key personnel would not be allowed during the evaluation of bids. If 75% of the submitted CVs are not signed by the respective proposed key personnel, the proposal shall be treated as non-responsive and rejected at the technical evaluation stage.
  - h. The CVs contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
  - i. Professional Personnel proposed should have good working



- knowledge of English language;
- j. All Key Personnel will be available for the period indicated in the TOR;
- k. The proposal is responsive in terms of Clause 2.1.3.
- 1.13.3. Failure to comply with the requirements spelt out in this Clause 1.13 shall make the Proposal liable to be rejected.
- 1.13.4. If it is found by the Authority at any stage that an applicant or individual Key Personnel has made a false averment regarding his qualification, experience or any other particulars, or his commitment regarding availability for the Project is not fulfilled, the Applicant, Individual Person or both shall be liable under breach of Code of Integrity for Public Procurement and shall be debarred for any future assignment of the Authority for a period not exceeding 2 (two) year as per GFR Rule 151. The award of this Consultancy to the Applicant may also be liable to be cancelled in such an event. In such an event, the Authority also reserves the right to forfeit bid security and/or debar the Applicant, without prejudice to any other right or remedy that may be available to the Authority.
- 1.13.5. The Technical Proposal should not include the financial proposal or any information relating to the Financial Proposal. In the event of the financial proposal being included in the technical proposal the bid will be treated as non-responsive and rejected at technical evaluation stage.
- 1.13.6. The proposed team should be composed of experts and specialists (the "Professional Personnel") in their respective areas of expertise and managerial/support staff (the "Support Personnel") such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Annexure-A of RFP shall be included in the proposed team of Professional Personnel. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-6 of Appendix-I.
- 1.13.7. The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.



#### 1.14. Financial Proposal

- 1.14.1. Applicants should submit online the financial proposal in the Prescribed Formats available at Appendix-II (the "Financial Proposal"), clearly indicating the total cost of the Consultancy (Form-2 of Appendix-II, as provided on DMEO website) in both figures and words, in Indian Rupees (INR or ₹), and signed by the Applicant's authorized signatories as mentioned in Clause 1.12.2. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail. In the event of a difference between the figures shown in the Financial Proposal Form-2 and the GeM Portal, the amount encrypted & submitted through GeM portal shall prevail
- 1.14.2. While submitting the Financial Proposal, the Applicant should ensure the following:
  - (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall cover remuneration for all the Personnel (Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal should be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
  - (ii) The Financial Proposal should be exclusive of any tax liabilities.
  - (iii) The consultant is liable to pay all the taxes as applicable for this consultancy. Also, all payments by the Authority shall be subject to deduction of taxes at source as per Applicable Laws.
  - (iv) Costs (including breakdown of costs) shall be expressed in INR exclusive of tax liabilities.

#### 1.15. Submission of Proposal/e-Bid

1.15.1 The Applicants should submit the Proposal in the prescribed formats provided in the respective links as per TIS of this RFP on GeM Portal with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be digitally signed by the Applicant's authorized signatories as mentioned in Clause 1.12.2. In case the proposal is submitted on the document downloaded from the Official Website, the



Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content/format of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

- 1.15.2 The proposal should be submitted online on the GeM Portal only; manual/offline bids shall not be accepted under any circumstances. Also, the applicant will have to send the original hard copy of Bid Security or Bid Security Declaration and Notarized Power of Attorney separately as specified in Clause 1.12.3(b).
- 1.15.3 The Technical and Financial bids must be submitted separately on GeM Portal in their respective folders/options, one clearly marked "Technical Proposal" and the other clearly marked "Financial Proposal". If financial proposal is included in the *folder/option* of technical proposal, the bid will be summarily rejected. The folder marked —Technical Proposal shall contain:
  - (i) Application in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 12 of Appendix-I and supporting documents; and
  - (ii) Scanned copy of Bid security Declaration or Bid Security Declaration as specified in Clause 1.12.3(b).
    - The folder marked —Financial Proposal shall contain the Financial Proposal in the prescribed format (Forms 1, 2 & 3 of Appendix-II).
- 1.15.4. The complete Proposal must be submitted online on or before 17:00 hours on the Proposal Due Date as specified in TIS. Proposals submitted by post, fax, telex, telegram, in-person or e-mail shall not be entertained.
- 1.15.6 The Proposal should be made in the Forms specified in this RFP at Appendix-I and Appendix-II. All such forms are also available on DMEO <a href="https://dmeo.gov.in">https://dmeo.gov.in</a>. Any attachment to such Forms must be provided on separate pages and only information that is directly relevant should be uploaded. This may include scanned photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, etc. will be considered.
- 1.15.7 The rates quoted in the financial proposal should be firm throughout the period of performance of the assignment up to and including acceptance of the final report by the Authority and discharge of all obligations of the Consultant under the Agreement.



#### 1.16 Bid Security

- 1.16.1 The Applicant should furnish as part of its Proposal, a bid security of Rs 5.6 lakhs in the form of Insurance Surety Bonds/Demand Draft/ Account Payee/ Fixed Deposit/ Receipt/ Banker's Cheque /Bank Guarantee (including e-Bank Guarantee) issued by one of the Nationalized/ Scheduled Banks in India in favor of PAO, NITI Aayog payable at New Delhi, except Micro and Small Enterprises (MSEs) who are registered on the Udyam Portal of Ministry of Micro, Small and Medium Enterprises (MSME) (subject to compulsory submission of Udyam Certification) (Udyam Portal).
- 1.16.2 Bid securities of the unsuccessful bidders during the first stage i.e. technical evaluation, would be returned within 30 days of declaration of results of the technical evaluation, except in case of the two highest ranked Applicants. In the event that the first ranked Applicant commences the assignment as required in Clause 3.5, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case later than 120 (one hundred and twenty) days from PDD. After the award of the contract, the Selected Applicant's Bid Security shall be returned within 30 (thirty) days on receipt of the performance security in accordance with the provisions thereof. Bid securities of the unsuccessful bidders during the first stage i.e. technical evaluation, would be returned within 30 days of declaration of results of the technical evaluation. In case of government owned universities/academic institutions, the Applicant shall furnish, as part of its Proposal, a Bid Security Declaration (instead of bid security) as per format specified in Appendix-I Form-11. institutions Universities/academic (hereunder referred to universities/institutions)/ should be recognized by University Grant Commission or any State or the Central Government Public Sector Undertakings (PSUs).
- 1.16.3 Any Bid not accompanied by the Bid Security or Bid Security Declaration, as the case may be, shall be rejected by the Authority as non-responsive
- 1.16.4 The authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 1.16.5 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Authority reserves the right to forfeit the bid security or take action as per the Bid Security Declaration for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
  - a. If an Applicant submits a non-responsive Proposal;



- b. If an Applicant engages in any of the Prohibited Practices specified in Section 5 of this RFP
- c. If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the **Authority** from time to time;
- d. In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 3.1;
- e. In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 3.5 and 3.6 respectively; or
- f. If the Applicant is found to have a Conflict of Interest as specified in Clause 1.5.

#### 1.17 Performance Security

- 1.17.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority under circumstances specified in this Clause 1.17.4.
- 1.17.2 An amount equal to 3% (three per cent) of the Agreement Value shall be deemed to be the Performance Security. Performance Security may be furnished in the form of Insurance Surety Bond/Bank Guarantee (including e-Bank Guarantee), Account Payee Demand Draft, Fixed Deposit receipt issued by one of the Nationalized/Scheduled Banks in India.
- 1.17.3 Bid security shall be refunded to the successful bidder on receipt of Performance Security.
- 1.17.4 The Performance Security may be forfeited and appropriated by the Authority if the work submitted by the Consultant is felt to be substandard by the Authority and non-compliance with the scope of the study.

#### 2. Evaluation Process

#### 2.1. Evaluation of Proposals

- 2.1.1. The Authority shall open the Proposals at 17:00 hours on the next working day after the Proposal Due Date via online bid opening. The folder of Technical Proposal shall be opened first. The folder of Financial Proposal shall be kept locked for opening at a later date.
- 2.1.2. Proposals withdrawn prior to Proposal Due Date shall not be considered for evaluation.



- 2.1.3. Test of Responsiveness: Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive if:
  - a. The Technical Proposal is received in the forms specified at Appendix-I; (All forms to be scanned and uploaded in pdf form on GeM Portal duly signed by the authorized signatory, statutory auditor and/or key personnel, as applicable)
  - b. It is received by the Proposal Due Date including any extension thereof pursuant to Clause 1.2;
  - c. It is accompanied by the Bid Security or Bid Security Declaration Form as specified in Clause 1.16 or Appendix-I Form-11 (as available on DMEO website).
  - d. It is digitally signed, numbered and submitted as stipulated in Clauses 1.15:
  - e. It is accompanied by the Power of Attorney as specified in Clause 1.12.3 and Appendix-I Form 4(as available on DMEO website);
  - f. It contains all the information (complete in all respects) as requested in the prescribed formats as per TIS of the RFP.
  - g. It does not contain any condition or qualification; and
  - h. It does not contain the financial proposal or any information regarding the financial proposal.
  - i. It is not non-responsive in terms hereof.
- 2.1.4. The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.1.5. The Authority shall subsequently examine and evaluate Proposals in accordance with the criteria set out in Section 4 of this RFP (Criteria for Evaluation).
- 2.1.6. After the technical evaluation, the Authority shall prepare a list of prequalified and shortlisted Applicants in terms of Clause 4.4 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be



present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 4.4 and 4.5.

# 2.2.Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

#### 2.3. Clarification

- 2.3.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.3.2 If an Applicant does not provide clarifications sought under Clause 2.3.1 above within the specified time, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding. The Applicant shall be barred from subsequently questioning such interpretation of the Authority.

#### 3. Appointment of Consultant

# 3.1. Negotiations

3.1.1 The Selected Applicant may be invited for negotiations, if necessary. The negotiations shall generally be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. There shall be no change in the scope of



the work/services during negotiation. **Up to two Key Personnel** who is/are not eligible as required in Annexure-A of RFP be replaced by the Applicant with better candidate (s) as per Clause 3.1.2. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to forfeit the bid security or initiate debarment of the firm as per Bid security declaration of the Applicant in accordance with the provisions of Clause 1.16. Notwithstanding the above, the substitution of Key Personnel at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the applicant, including but not limited to resignation, death or medical incapacity. In such a case, the Selected Applicant shall offer a substitute Key Personnel within the period specified in the invitation letter to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

- 3.1.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.
- 3.1.3 Before issuing a Letter of Award (LoA) to the successful Applicant, the Authority may, at its discretion, ask the selected Applicant to submit self-attested copies of relevant certificates for minimum educational qualifications and proof of relevant experiences, given in the CVs in the proposal, of the Key Personnel for verification. If so decided, the photocopies of such self-certified documents shall be verified and signed by the authorized signatories and kept in the records as part of the contract agreement. If the consultant fails to provide such originals or in case of substantive discrepancies in such documents, the proposal will be considered as non- responsive and rejected thereon. In such cases, the Authority may forfeit the Bid Security or/and initiate suitable action as per the provision of Bid Security Declaration.
- 3.1.4 The negotiations shall be concluded with a review of the finalized draft Contract, which shall be initiated by the Authority and the Applicant's authorized representative. If the negotiations fail, the Authority shall inform the Applicant in writing of all pending issues and disagreements and provide a final opportunity for the Applicant to respond. If disagreement persists, the Authority shall declare the proposal non-responsive, informing the Applicant of the reasons for doing so. The Authority shall invite the next-ranked responsive Applicant to negotiate a Contract. Once the Authority commences negotiations with the next-ranked Applicant, the Authority shall not reopen the earlier negotiations. In case, the second ranked applicant is invited for negotiation, the lower cost, as per financial proposals, between the highest ranked applicant and



the second highest ranked applicant shall be offered to the second highest ranked applicant for the award of contract.

## 3.2. Substitution of Key Personnel (During the Subsistence of the Agreement)

- 3.2.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be considered only based on the Consultant's written request and due to compelling or unavoidable situations outside the reasonable control of the consultant, including but not limited to resignation, death or medical incapacity. The substitution shall be subject to the provision of equivalent or better qualified and experienced personnel being provided to the satisfaction of the Authority. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 10% (ten per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant from the date of replacement till the completion of contract. In the case of a second substitution hereunder, such deduction shall be 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant from the date of replacement till the completion of contract. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.
- 3.2.2 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.
- 3.2.3 In case the Authority is not satisfied with the performance of any Key Personnel, the Authority may initiate a request for substitution of such Key Personnel.

#### 3.3.Indemnity

The Consultant shall, subject to the provisions of the Agreement, is liable to indemnify the Authority for an amount of the contract value, for any loss or damage that is caused due to any deficiency in services.

# 3.4.Award of Consultancy/draft contract and cancellation

Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall,



within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received within 7 days of receipt of the LOA, the Authority, unless it consents to extension of time for submission thereof, reserves the right to cancel the LOA and the application and forfeit the bid security.

#### 3.5.Commencement of assignment

The agreement shall be signed between the authority and the selected applicant within 7 days of receipt of signed LOA. The date of agreement will be the date of commencement. If the Consultant fails to sign the Agreement, the Bid Security of the Consultant shall be forfeited or action shall be initiated by the Authority as per the Bid Security Declaration in accordance with the provisions of Clause 1.16.5. The Selected Applicant shall not be entitled to seek any deviation<sup>4</sup> in the Agreement.

#### 3.6. Proprietary Data

All documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority. The Consultant shall make suitable arrangements for the preservation of data collected during the study, such as filled in schedules, tabulation or working sheets, reports, photographs etc., relating to the Project in electronic form and this shall be shared with the Authority at the time of submission of Final report. The ownership of all such data shall remain with the Authority. All raw data compiled during the consultancy assignment shall be transferred to the authority. No data collected in context of the study may be destroyed or otherwise disposed of or given to any other organization/individual, unless so approved by the Authority.

#### 4. Criteria for Evaluation

# 4.1. Evaluation of Technical Proposals

4.1.1. In the first stage, the Technical Proposal will be evaluated based on the eligibility criteria for the Applicant as laid down in Clause 1.4.2, their

 $<sup>^{4}</sup>$  "Deviation" refers to any departure from the term and conditions specified in the RFP document.



experience, understanding of the TOR, proposed methodology and Work Plan, and the qualifications and experience of the Key Personnel. Only those Applicants whose Technical Proposals get a score of 70 (seventy) marks or more out of 100 (one hundred) shall qualify for further consideration and shall be ranked from highest to the lowest based on their technical score.

4.1.2. Technical score (ST) is calculated by considering the highest Technical Proposal (TMax) and will be given a technical score (ST) of 100 points. The technical scores of other proposals will be computed as follows:

$$ST = 100 \times T / TMax$$

(T = absolute score of Technical Proposal)

4.1.3. The scoring criteria to be used for evaluation shall be as follows.

S.No.	Parameter	Maximum Marks	Criteria
1.	Relevant	30	Maximum 10 assignments can be submitted by
	Experience of		the applicant.*
	the Applicant		
			(a) Sample size of eligible assignments of the
			applicant (10 marks). The marks will be
			allocated based on the following:
			Each eligible assignment with survey
			sample size of:
			• 1000 to 2000 respondents: 0.5 mark
			• >2000 to 3000 respondents: 0.7 mark
			• >3000 respondents: 1 mark <sup>5</sup>
			(b) Average annual total revenue/turnover
			of the applicant (10 marks)
			• ₹3 crore to ₹ 5 crores: 8 marks
			• > ₹5 crore to ₹ 7 crores: 9 marks
			• >₹7 crores: 10 marks
			(c) Value of Eligible Assignments (10
			marks). The marks will be allocated based
			on the following:
			Each eligible assignment with value:
			• ₹50 Lakhs to ₹1 Crore: 0.8 mark
			• >1 Crore to ₹2 Crore: 0.9 mark
			>₹2 Crore: 1 mark



2.	Proposed	40	Evaluation will be based on the quality of
	Methodology		submissions, as per Appendix-I Form-7, & Form-
	and Work		12 and the presentation made by the Applicant <sup>5</sup> .
	Plan		Proposed Methodology and work Plan
			<ul> <li>Understanding of ToR, Methodology and</li> </ul>
			Work Plan, Quality of PPT, Response to
			Queries = 36 marks
			Collaboration / consortium / partnership
			with academic institutions = $4 \text{ marks}^6$
3.	<b>Experience</b> of	30	Marks shall be awarded for the relevant
	Proposed Key		experience based on the years of relevant
	Personnel of		experience
	the Applicant		
			1. Team leader (Maximum Marks 10)
			8 to 10 years: 5 marks
			>10 to 12 years: 7 marks
			More than 12 years: 10 marks
			2. Agriculture Extension Specialist
			(Maximum Marks 8)
			6 years to 8 years: 3 marks
			>8 years to 10 years: 5 marks
			More than 10 years: 8 marks
			3. Sector Specialist (Maximum Marks 6)
			5 years to 7 years: 4 marks
			More than 7 years: 6 marks
			4. Data Analyst (Maximum Marks 3)
			3 years to 4 years: 2 marks
			More than 4 years: 3 marks
			5. Research Associate (Maximum Marks 3)
			3 years to 4 years: 2 marks
			More than 4 years: 3 marks
Total		100	

Note: Content Editor will not be considered for scoring.

<sup>&</sup>lt;sup>5</sup> The presentation shall be made by all the proposed team members (key personnel) only for their respective part of the proposal (in-person or virtually). The Team Leader must present the majority of the proposal (approximately 50%) of the proposal. In case of absence of Team leader and M&E Specialist (Project Manager) during presentation, the proposal may be rejected by the Authority.

<sup>&</sup>lt;sup>6</sup> The Applicant will present how it plans to involve and collaborate with academic institutions while designing and delivering on the Project, if collaborating with such an institution as per Form-12.



#### 4.2 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments, for the following projects shall be deemed as eligible assignments (the "Eligible Assignments"):

- a. In case the applicant submits more than ten assignments, only 1st ten assignments will be considered for evaluation
- b. Assessment/research/evaluation study in crop science/ agricultural economics/ agricultural extension/horticulture/ fisheries/ animal husbandry/ rural development/ natural resource management sector conducted for Union/State Government/ regulatory commission/ tribunal/ bilateral agencies/ multilateral agencies/ statutory authorities/ public sector entities in India covering a minimum sample size of 500 respondents.
- c. Provided that the Eligible Assignments have been completed in the 8 (eight) financial years preceding the PDD.
- d. Provided that the value of each eligible assignment submitted by the Applicant is at least Rs. 10 Lakhs.
- e. For the Eligible Assignments, the Applicant shall provide requisite supporting documents such as copies of contracts, agreements etc. The value for the assignment should be clearly mentioned in the supporting documents provided. In the absence of supporting documents with requisite details, the assignment will not be considered as an Eligible Assignment.

#### 4.3 Shortlisting of Applicants

The technically qualified applicants shall be short-listed for financial evaluation in the second stage.

#### 4.4 Evaluation of Financial Proposals

- 4.4.1 In the second stage, the financial evaluation will be carried out as per this Clause. The financial score (SF) for the applicant will be arrived at based on the formula given in Clause 4.4.3.
- 4.4.2 For financial evaluation, the total cost indicated in the Financial Proposal will be considered
- 4.4.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if



any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant The lowest Financial Proposal (FMin) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

 $SF = 100 \times FMin/F$ 

(F = amount of Financial Proposal)

#### 4.5 Combined and Final Evaluation

4.5.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Where, S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.70 and 0.30 respectively.

4.5.2 The "Selected Applicant" shall be the first ranked Applicant (having the highest combined score). The Authority reserves the right to take action as per the Bid Security Declaration in accordance with the provisions of Clause 1.16.5, in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in Clause 3 as the case may be.

### 5. Fraud and Corrupt Practices

- 5.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, anti- competitive practice, coercive practice, conflict of interest, obstructive practice in the Selection Process or after the issue of the LOA or the execution of the Agreement. In such an event, the Authority shall, without prejudice to its any other rights or remedies, take action as per the Bid Security or Bid Security Declaration, or forfeit and appropriate the Bid Security or Performance Security, as the case may be. Further, such an Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date of such an order.
- 5.2 For the purposes of this Section, the following terms shall have the meaning



hereinafter respectively assigned to them:

- (a) "Corrupt practice" means making an offer, solicitation or acceptance of a bribe, reward, gift or any material benefit in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process
- (b) "Fraudulent practice" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a Procurement Process or to secure a Contract, or in the execution of the agreement
- (c) "Coercive practice" means harming or threatening to harm persons or their property to influence their participation in the Procurement Process or affect the execution of the agreement
- (d) "Anti-competitive practice" means any collusion, Proposal-rigging or anticompetitive arrangement, or any other practice including cartels coming under the purview of the Competition Act, 2002, between two or more Applicants, with or without the knowledge of the Authority, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Proposal prices at artificial, non-competitive levels
- (e) Conflict of interest" means participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; if they are part of more than one Proposal in the procurement; or if their personnel have a relationship or financial or business transactions with any official of Authority who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Applicant from the Authority with an intent to gain unfair advantage in the Procurement Process or for personal gain or in any other manner specified in Clause 3 Guidance Note on Conflict of Interest.
- (f) "Obstructive practice" means materially impeding Authority's investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding the Authority's rights of an audit or access to information.





# Annexure A Details of minimum Education qualification & Experience required from the Consultancy Team

S. No.	Key Personnel <sup>7</sup>	Minimum Educational Qualification <sup>8</sup>	Length of Professional Experience	Minimum Length of Relevant Experience
1.	Team Leader (Evaluation Expert)	Master's degree (or equivalent)	15 years	At least 8 years in last 15 years immediately preceding the date of submission of application in handling evaluation/research projects.
2.	Agriculture Extension Specialist	Master's degree (Agriculture or related field)	10 years	At least 6 years of experience in handling evaluation/ research projects in agriculture and allied sectors in last 8 years.
3.	Sector Specialist (Animal Husbandry, Fisheries, Dairying etc.)	Masters in related fields.	8 years	At least 5 years of relevant work experience in Agriculture and allied sectors.
4.	Data Analyst	Masters in (or equivalent) in data science/ statistics/or related field	5 years	At least 3 years of relevant work experience in quantitative and qualitative data management and analysis.
5.	Research Associate (Agriculture economics)	Masters in agriculture economics or related fields.	5 years	At least 3 years of relevant work experience in assessment/evaluation/research in agriculture and allied sectors

<sup>&</sup>lt;sup>7</sup> The upper age limit of the proposed key personnel shall not exceed the age of 60 years.

<sup>&</sup>lt;sup>8</sup> For degrees obtained from the accredited foreign Boards/universities, the applicant shall furnish a self-declaration on the academic equivalence to the 'Minimum Educational Qualifications' as defined in Annexure-A.



6.	Content	Master's degree	5 years	At least 3 years of relevant
	Editor	in English/		experience in content editing
		Mass		
		communication		
		and Journalism		
		(or equivalent)		

S. No.	Key Personnel	Responsibilities
1.	Team Leader	S/He will lead, coordinate and supervise the evaluation team, ensure methodological rigor, and oversee timely delivery of outputs. S/He will be responsible for:
		<ul> <li>Provide overall leadership in planning, coordinating, and executing the evaluation.</li> <li>Develop and finalize the evaluation framework, methodology, and tools.</li> <li>Guide the team in data collection, analysis, and synthesis of findings.</li> </ul>
		<ul> <li>Ensure compliance with evaluation standards, ethical norms, and stakeholder expectations.</li> <li>Facilitate consultations with stakeholders</li> </ul>
		<ul> <li>including ICAR, KVK staff, State</li> <li>Agricultural Universities, and farmers.</li> <li>Lead the preparation of inception, mid-</li> </ul>
		term, and final evaluation reports.  • Present key findings and recommendations.
2.	Agriculture Extension Specialist	<ul> <li>S/He will be responsible for:         <ul> <li>Review and analyse extension strategies implemented by KVKs under the scheme.</li> <li>Evaluate relevance, accessibility, and quality of training programmes, demonstrations, and capacity-building initiatives.</li> <li>Assess the integration of KVK extension activities with local agricultural needs and priorities.</li> </ul> </li> </ul>
		<ul> <li>Examine knowledge transfer effectiveness and technology adoption rates among</li> </ul>



S. No.	Key Personnel	Responsibilities	
3.	Sector Specialist (Animal Husbandry, Fisheries, Dairying, etc.)	farmers.  Identify best practices and gaps in extension delivery models.  Provide inputs for recommendations to enhance extension service effectiveness.  Engage with various stakeholders, including farmers, government officials, and NGOs, to gather insights and feedback on the schemes.  Conduct research on emerging trends, challenges, and opportunities in the agricultural sector and stay updated with the latest developments in agricultural economics and incorporate relevant findings into the evaluation process  S/He will be responsible for:  Review sector-specific interventions and activities conducted by KVKs.  Assess the effectiveness of training, demonstrations, and advisory services in animal husbandry, fisheries, and dairying.  Examine linkages between KVKs, veterinary services, cooperatives, and farmer groups.  Evaluate improvements in productivity, disease management, breed improvement, and market linkages.  Document sector-specific innovations, challenges, and success stories.  Recommend strategies for integrating these sectors more effectively into KVK	
4.	Data Management and Analytics	operations.  S/He will be responsible for:  • Develop and maintain databases for	
	Expert	<ul> <li>primary and secondary data.</li> <li>Support design of survey tools and ensure data quality protocols.</li> <li>Conduct statistical analysis (descriptive and inferential) to assess scheme performance indicators.</li> <li>Generate data visualizations, dashboards, and tables for reports and presentations.</li> </ul>	



S. No.	Key Personnel	Responsibilities	
		<ul> <li>Ensure proper coding, cleaning, and validation of datasets.</li> <li>Work closely with thematic experts to translate data into actionable insights.</li> </ul>	
5.	Research Associate	S/He will be responsible for:	
	(Agriculture economics)	<ul> <li>Collect and analyse data on costs, benefits, and returns from KVK interventions.</li> <li>Assess the economic viability and costeffectiveness of various scheme components.</li> <li>Evaluate market linkages, price realisation, and changes in farm income due to KVK interventions.</li> <li>Support the development of performance indicators and benchmarks.</li> <li>Conduct comparative analysis across regions and commodities.</li> <li>Provide economic evidence to support</li> </ul>	
6.	Content Editor	policy recommendations.  S/He will be responsible for ensuring:  Review and edit all reports, briefs, and presentations for accuracy, readability, and adherence to style guidelines.  Ensure proper referencing, formatting, and presentation of technical content.  Collaborate with subject experts to maintain technical integrity while improving readability.  Prepare concise executive summaries, policy briefs, and communication material.  Ensure that evaluation outputs are tailored for different stakeholder audiences (technical experts, policymakers, public).	



# **Schedules**



## **Schedule 1: Terms of Reference**

## TERMS OF REFERENCE

**FOR** 

**Evaluation of Strengthening of KVK Scheme** 



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## 1. Quality Assurance of the Evaluation Report

The evaluation report submitted by the Consultant must comply with DMEO's quality standards in order to be accepted. In case of any compromise in the quality of the deliverables, a suitable penalty would be imposed on the Consultant as per the provisions given in the RFP.

An indicative quality standard followed by DMEO is given below. The consultant may include more such standards to further enhance the report quality.

### 1.1 Executive Summary (ES)

The executive summary (ES) is meant to be read by a wider audience; thus, it must be written with extreme neatness and attention to detail. It should be written with clarity, coherence, and crispness. Findings of the report should be elaborated with key statistics and recommendations following from the findings. The ES should offer more than just a synopsis of the chapters; it should also triangulate all the evidence obtained during the study from the primary survey, secondary data, and policy implications to flow from such findings. The ES should be forthright in its observations, precise in its deductions, and proactive in its suggestions. ES should ideally be written in short, separate paragraphs that do not exceed five pages. All data/findings/recommendations cited from the main report need to be properly referenced using page numbers. The ES should only briefly touch up the evaluation questions, issues, and problems. The ES needs to be sharp and centred on the conclusions and suggestions emerging from the evaluation study.

#### 1.2 Professional Language and Referencing

The report should be written in a professional manner and in accordance with the standards of a typical double-blind, peer-reviewed publication. The report should be free from grammatical errors, plagiarism and spelling mistakes. Reports with more than 20 per cent plagiarised content will not be accepted. The plagiarism will be ascertained through software/tools such as Turnitin etc. It must adhere to the suggested report structure and appropriately referenced with necessary citations. Any data, diagrams, and graphs must be appropriately labelled and referenced.

### 1.3 Objective Findings and Recommendation

The report should be a succinct, stand-alone document with objective language that may be used to inform decision-making. The findings should be presented clearly, providing sufficient evidence and systematically addressing all the evaluation objectives. The recommendations should be clearly formulated and logically derived from the findings of the report. It should be clearly articulated and prioritized based on their importance and potential impact for the improvement of the scheme. The conclusions drawn from primary and secondary research must be given equal weight. Recommendations that



lead to an increased financial burden on the government (such as those on increasing budgetary allocation) should be avoided, unless there is sound evidence emerging from the analysis that an increase may be expedient. Focus should be on resource optimisation/judicious usage of resources.

#### 1.4 Ethical Considerations and Data Protection

Ethical considerations, such as confidentiality and data protection, and data quality, must be upheld throughout the process.

## 2. Background

The Krishi Vigyan Kendra (KVK) Scheme is a Plan project of the Government of India, sanctioned and approved by the Cabinet Committee on Economic Affairs for five years (current period 2021–26). The scheme was conceptualised to strengthen the agricultural extension system by establishing a network of KVKs across the country to act as district-level knowledge and resource centres for agriculture and allied sectors. The first KVK was established in 1974 in Pondicherry under the administrative control of Tamil Nadu Agricultural University. Since then, the scheme has expanded significantly.

KVKs function as single-window agricultural knowledge and resource centres that provide diagnostic services, technology demonstrations, training, and advisory support to farmers, farm women, rural youth, and extension functionaries. They also serve as convergence points for various schemes and initiatives related to agriculture, animal husbandry, dairying, fisheries, rural development, and natural resource management.

While KVKs serve as the primary institutional mechanism for agricultural extension in their respective districts, areas without functional KVKs are supported by Agricultural Technology Management Agencies (ATMAs), introduced at the district level as a decentralized institutional framework to strengthen research–extension–farmer linkages, enable bottom-up participatory planning, and ensure convergence of multiple stakeholders including research institutions, NGOs, farmer interest groups, and input providers (Singh & Meena, 2019; Chandra & Kadian, 2016)<sup>9</sup>. However, several studies examining the impact of KVK-led initiatives reveal that farmers in areas lacking functional KVKs exhibit significantly lower levels of agricultural awareness, technology adoption, and socio-economic advancement compared to those served by

<sup>&</sup>lt;sup>9</sup> Singh, K. M., & Meena, M. S. (2019). Efforts of government on reforming agricultural extension in Bihar: The ATMA approach (MPRA Paper No. 104306). Munich Personal RePEc Archive. https://mpra.ub.uni-muenchen.de/104306/



KVKs (Bhuvana et al., 2020<sup>10</sup>; Vardhan et al., 2021<sup>11</sup>; Singhal et al., 2018<sup>12</sup>).

Currently, there are 731 KVKs functioning across India under the administrative control of various host organisations, including the Indian Council of Agricultural Research (ICAR), State Agricultural Universities (SAUs), Central Agricultural Universities (CAUs), NGOs, Public Sector Undertakings (PSUs), State Governments, Central Universities (CUs), Deemed-to-be Universities (DUs), and other educational institutions. The ICAR, an autonomous body under the Department of Agricultural Research and Education (DARE), Ministry of Agriculture and Farmers Welfare, serves as the nodal agency for the implementation of the scheme. The KVKs operate under a Memorandum of Understanding (MoU) signed between ICAR and the respective host institutions. The funds for the scheme are provided by the Department of Expenditure, Ministry of Finance, Government of India, and routed through ICAR.

At present, of the 731 KVKs, 487 are under State Agricultural Universities (SAUs), 22 under Central Agricultural Universities (CAUs), 66 under ICAR Institutes, 101 under NGOs, 38 under State Governments, 3 under Central Universities (CUs), 2 under Public Sector Undertakings, 7 under Deemed-to-be-Universities (DUs), and 5 under other educational institutions.

The scheme aligns with the broader vision of promoting science and technology-led growth in agriculture that is productive, profitable, and sustainable. Its mission is to ensure farmer-centric growth in agriculture and allied sectors through appropriate technological interventions suited to specific agro-ecological conditions.

The current evaluation covers the 2021–26 plan cycle, during which "Strengthening" is operationally defined to include: (a) infrastructure upgradation, (b) human resource capacity enhancement, (c) ICT and digital integration, (d) convergence with other schemes, and (e) expansion of outreach in remote and underserved areas. The evaluation will also consider new thematic thrusts like natural farming, climate-resilient practices, and gender-sensitive extension services introduced in this period.

## **Objectives of the KVK:**

a) Assessment and demonstration of agricultural technologies on the farmers' field for their application and feedback.

<sup>&</sup>lt;sup>10</sup> Bhuvana, N., Sreenivasa Rao, I., & Sontakki, B. S. (2020). Impact of Krishi Vigyana Kendras (KVKs) on Socio-economic Status of Farmers: A Meta-Analysis. Indian Journal of Extension Education, 55(4), 1–8. https://www.researchgate.net/publication/342029435

<sup>&</sup>lt;sup>11</sup> Vardhan, P. N. H., Pal, P. K., & Roy, D. (2021). Influence of Krishi Vigyan Kendras and Socio-Economic Characteristics towards Adoption of Climate-Resilient Technologies. International Journal of Environment and Climate Change, 11(12), 38–43.

DOI: 10.9734/IJECC/2021/v11i1230554

<sup>&</sup>lt;sup>12</sup> Singhal, S., Vatta, L., Kalash, P., & Sharma, S. K. (2018). Impact of Extension Activities of Krishi Vigyan Kendra, Jodhpur on Knowledge Level of Farmers on Improved Agricultural Production Practices. Annals of Arid Zone, 57(1&2), 27–30.



- b) Capacity development through skilling and training of farmers, farm women, youth and extension functionaries.
- c) Act as an information and knowledge centre for providing diagnostic and farm advisories to farmers and other stakeholders.
- d) Production of quality seeds, planting materials and other technological inputs for availability to the farmers.
- e) Develop convergence and partnership with agriculture-related ongoing schemes and programs of different departments and organizations on national priorities.
- f) Awareness creation and community mobilization on various issues related to agriculture & allied sectors through innovative extension activities including use of ICT and other media.

Year-wise budget of the scheme

Year	Budget (in Cr.)
2021-22 (Actual)	265.41
2022-23 (Actual)	239.89
2023-24 (RE)	245.22
2024-25	229.44
2025-26	198.76
Total	1,178.72

### 3. Objectives of the evaluation study

The primary objective of this evaluation is to assess the performance of the Strengthening of KVK Scheme through relevance, efficiency, effectiveness, sustainability, impact, coherence, and equity of the Strengthening of KVK Scheme. The study aims to determine the extent to which the scheme has achieved its intended objectives and to suggest recommendations for improvement.

To achieve this, the evaluation will focus on the following key thematic areas:

#### A. Organisational assessment of the KVKs

- a. To study the organizational structure and functioning of KVKs including evaluation of the decision-making hierarchy, administrative autonomy of KVKs vis-à-vis host institutions, internal governance structures (e.g., monthly review meetings, performance tracking), and alignment with ICAR's Model Guidelines.
- b. To evaluate financial management, covering funding, budgeting, administrative expenditure, fund utilization, financial efficiency, and overall financial position including assets and liabilities.



- c. To assess the adequacy, quality, and utilization of infrastructure and physical assets, including digital facilities such as Audio-Visual labs, online advisory tools, video conferencing units, and mobile advisory platforms.
- d. To assess the adequacy, qualifications and roles of KVK staff (management, technical, and administrative), including the quality and relevance of their training, and the systems in place for performance monitoring and evaluation.
- e. To explore the inclusion of agribusiness and market intelligence experts within KVKs to address the growing need for understanding the trade and marketing environment for agricultural produce.
- f. To evaluate the convergence of KVKs with Central and State Government schemes and their collaboration with State extension systems in scaling up validated agricultural technologies and serving as a key link in extension and outreach efforts.
- g. To recommend interventions to improve the organizational structure and operations of the KVKs including training and capacity building, fund utilization, governance, M&E systems, and IT systems.
- h. To evaluate whether the mandate of KVKs should be updated in response to evolving agricultural priorities—particularly in high-value sectors such as horticulture, livestock, fisheries, and agri-business.
- i. To assess the need for expanding the indicators used to measure their impact to include aspects such as environmental sustainability, institutional linkages, enterprise development, value addition, market integration, and their influence on agricultural policies at the district, state, and national levels.
- j. To assess whether the type of host organization has an influence on the performance of KVKs.
- k. To examine the rationale and desirability of the Central Government implementing an extension system like the KVKs, given that agricultural extension is constitutionally a state subject.

### B. Technology assessment, demonstration and capacity building

- a. To assess the outreach strategies deployed by KVKs to achieve its objectives
- b. To evaluate the effectiveness of activities carried out by KVKs in different areas of farming.
- c. To compare KVK's work in their adopted villages with non-adopted villages and assess the efficacy of village adoption initiative.
- d. To assess the coverage and effectiveness of technology induction and dissemination in strengthening farm and rural enterprises with easily adaptable cost effective and context-based technologies.
- e. To assess the effectiveness of KVKs in producing and ensuring timely availability of quality seeds, planting materials, and other technological inputs to farmers.



- f. To assess the effectiveness of KVKs' feedback mechanisms, visibility through IEC (Information, Education, and Communication) initiatives, and responsiveness to farmer needs.
- g. To assess the collaboration of KVKs with other research institutions and academia to enhance innovation and knowledge transfer.

## C. Impact of KVK

- a. To evaluate the impact of KVK interventions on the adoption rates of technologies developed.
- b. To evaluate the impact of KVK interventions on agricultural income and farm productivity.
- c. To assess the role of KVKs in enhancing skill development and capacity building among farmers, rural youth, and extension workers, positioning them as key training institutions in the agriculture sector.

## 4. Scope of Services

## 4.1 Reference period of the study

## a. 2017-18 to 2024-25 - Secondary research

This will include analysis of budgets, ICAR annual reports, ATARI reviews, Standing Committee reports, administrative data (MIS), earlier evaluation reports, and policy documents covering the scheme and allied domains.

### b. **2021-22 to 2024-25**- Primary research

#### 4.2 Scope of Services to be Undertaken by the Selected Consultant

#### **Inception Phase**

- Conduct a comprehensive review of relevant documents, including scheme guidelines, ICAR Model Guidelines, operational manuals, administrative data, performance reports, training modules, convergence records, and budget documents.
- Finalize the evaluation design, including evaluation framework structured under REESIC+E, Detailed sampling strategy for selection of KVKs, adopted villages, and stakeholder categories, and stakeholder consultation strategy at national, state, district, and village levels.
- Develop and submit an Inception Report comprising:
  - o Theory of Change / Results Chain for the KVK scheme
  - o Detailed methodology and tools for quantitative and qualitative data collection
  - o Key indicators aligned with scheme objectives and evaluation questions
  - Risk assessment and mitigation strategies

## **Secondary Research and Meta-Analysis**

- Review and analyze the following:
  - o KVK scheme guidelines and operational documents
  - o Budget allocations, utilization trends, and financial performance reports



- o ICAR/DARE dashboard data, publications, and evaluation reports (if any)
- o HR deployment and training records
- o Periodic performance review records, internal monitoring documents
- o Research studies, convergence reports, and extension activity documentation
- Conduct benchmarking and meta-analysis of existing third-party or institutional assessments, where available

### **Primary Data Collection**

- Design and conduct robust fieldwork across a representative sample of KVKs and their stakeholders using a mix of tools:
  - Key Informant Interviews (KIIs) with ICAR, DARE, Zonal Coordinators, Host Institution Heads, State Agriculture Departments, Extension Officials, and KVK Scientists
  - Focus Group Discussions (FGDs) with farmers, farm women, rural youth, extension functionaries, and Panchayati Raj representatives in both adopted and non-adopted villages
  - o Farmer-level surveys covering key dimensions of technology adoption, input accessibility, awareness, and training outcomes
  - Case studies of well-performing and underperforming KVKs to explore best practices and contextual challenges
- The evaluation must cover a balanced sample of:
  - o Agro-climatic zones
  - o KVKs under various host institutions (SAUs, ICAR Institutes, NGOs)
  - o High, average, and low-performing KVKs
  - o Tribal and aspirational district-based KVKs for equity assessment

### **Monitoring and Quality Control**

- Establish rigorous protocols for data quality assurance, including:
  - o Use of digital tools such as CAPI, geo-tagging, and real-time data dashboards
  - o Pilot testing of survey instruments and iterative refinement
  - o Regular supervision and back-checks for validation of field data
  - O Secure, anonymized storage and ethical management of all primary data
- Ensure adherence to ethical standards including informed consent, data confidentiality, and non-discrimination

#### Miscellaneous

- Preparation of draft evaluation report and presentation for stakeholder consultations.
- Preparation of final evaluation report and presentation after incorporation of inputs from all the concerned stakeholders.
- Submit weekly progress reports.
- Conducting stakeholders' consultations during the course of the study.
- Collecting and compiling the quality data from beneficiary.
- High-quality data management and adherence to quality assurance mechanisms as per agreed protocols, plans and schedule.



- Adhere to ethical protocols and data confidentiality norms.
- The survey agency shall record telephonic interviews, email responses for necessary verification and validation that may be required for managing survey quality.
- Collation and data cleaning.
- Running data analysis and submitting cross-tabulations/summarizations.
- Incorporating concurrent feedback into the work.
- The consultant shall maintain high-quality in the report content which will be peerreviewed by DMEO. The flow of findings and recommendations shall be clearly
  indicated in the report based on intellectual rigour. In case of any compromise in the
  quality, the suitable penalty would be imposed on the consultant as per the provisions
  given in the RFP.
- All the reports are required to be submitted in hard copy (10 no.s) as well as in soft copy. A synopsis of the Final Evaluation Report is also required to be submitted separately. In addition to the reports, for further analysis in future, verifiable raw data in soft copy should also be shared with DMEO, NITI Aayog. This will include detailed transcriptions of key informant interviews and focus group discussions as well as raw data in MS Excel/CSV format.

### 5. Data Collection and Methodology

### **5.1 Primary Data Collection**

The reference period for the study is 2021-2025. A mixed-method study design will be utilized for this study. Under this, the quantitative and qualitative approaches will be followed to assess the objectives mentioned in the earlier section. The primary data collection will have the following (indicative) components: KIIs, FGDs, facility visits, and beneficiary-level surveys.

## 5.1.1 Sampling

The evaluation will cover 85 KVKs from a total of 731 across 11 zones. The size of the sample must take account of competing needs so that costs and precision are optimally balanced. Considering the limited time, a survey in different identified zones should be conducted simultaneously. A minimum of 284 KIIs, 40 FGDs, and 3000 beneficiary and non-beneficiary surveys are proposed to be conducted with the relevant stakeholders to evaluate the Scheme. There should be an appropriate representation of women in the primary data collection. The indicative sampling frame for the KIIs and FGDs is given below. However, it is essential to note that these numbers are indicative and that the Consultant may suggest their methodology is best suited to meet the objectives of the evaluation. The final methodology will be based on the approval of DMEO. An indicative sampling framework and minimum sample sizes for costing purposes are as follows:

The entire country can be divided into 11 zones. Zone-wise list of states is mentioned in the table below:



SL	Zone	States/ UTs	
No.			
1	Zone I, Ludhiana	Himachal Pradesh, Punjab, Jammu & Kashmir,	
		Uttarakhand, Ladakh	
2	Zone- II, Jodhpur	Haryana, Delhi, Rajasthan,	
3	Zone-III, Kanpur	Uttar Pradesh	
4	Zone- IV, Patna	Bihar, Jharkhand	
5	Zone- V, Kolkata	Andaman & Nicobar Islands, Odisha, West Bengal	
6	Zone- VI, Guwahati	Assam, Arunachal Pradesh, Sikkim	
7	Zone- VII, Barapani	Manipur, Meghalaya, Mizoram, Nagaland, Tripura	
8	Zone- VIII, Pune	Goa, Gujarat, Maharashtra,	
9	Zone- IX, Jabalpur	Chhattisgarh, Madhya Pradesh	
10	Zone- X, Hyderabad	Andhra Pradesh, Telangana, Puducherry, Tamil	
		Nadu	
11	Zone- XI, Bengaluru	Karnataka, Kerala, Lakshadweep	

A minimum of 21 States, including at least one Union Territory, are to be selected, of which each zone must be represented by at least two States. The State/UT selection criteria are to be proposed by the Consultant as a part of the Methodology and Work Plan. The sampling methodology should be designed to capture diversity in geography, scale of operations, and performance levels. A minimum of 85 KVKs should be included in the sample, ensuring proportional representation across Government, SAU, and other types of KVKs—including KVKs serving Tribal Sub-Plans, Scheduled Caste Sub-Plans, and the North East region—so that all categories are adequately covered. In addition, the sample should ensure representation across different age groups of KVKs—those established less than 15 years ago, between 15 and 35 years ago, and more than 35 years ago. Special consideration should also be given to KVKs implementing two ICAR flagship projects, such as ARYA and NICRA. Furthermore, the selected consultants must develop clear, measurable, and transparent criteria to categorize KVKs into performance tiers—High, Average and Low performing.

A minimum of about 284 key informant interviews (KIIs), about 40 focus group (FGDs) involving various stakeholders such as KVK officials, farmers, farmers' associations, other experts, NGOs, etc and about 3000 beneficiary and non-beneficiary interviews should be conducted as a part of the field study.

It is important to note that these numbers are indicative, and it is proposed that the Consultant may suggest their methodology best suited to meet the objectives of the evaluation.



Distribution of KIIs, FGDs and Survey across Stakeholders:

S.	Category	KIIs	FGD	Facilit	Farmers
No.				y	
				Visits	
1	Ministry/ Department officials – Centre/State/District/Block	166			
2	ICAR Officials & ATARI (Agricultural Technology Application Research Institute)	13			
3	Host Organisation Officials (Director extension/ ICAR institute director/ Director ATARI)	20			
4	KVK Staff (Head KVK/Subject matter Specialist (SMS)	85		85	
5	Farmers' Producers Organisation (FPOs), Self Help Group (SHGs), Farmer Interest Group, Agripreneurs developed by KVKs		40		
6	Farmers (Beneficiaries and Non-Beneficiaries)				3000 (including non-beneficiaries)
	Total	284	40	85	3000

### 5.1.2 Analysis

The consultant should propose a comprehensive list of parameters and indicators for data collection and analysis. The same shall be finalized in consultation with DMEO.

### 5.2 Secondary Data Analysis

Secondary data sources such as operational guidelines of the scheme, budget documents, standing committee reports, existing evaluation reports by various independent institutions, organizations or individual researchers and administrative and MIS data will need to be utilized for analysis.

## **5.3** Mechanism to ensure Data Quality

A multi-pronged robust quality control process must be followed during data collection. The following aspects need to considered:

I. The field investigators to be engaged in conducting the KIIs and FGDs should have at least 1 year of experience conducting similar surveys/interviews. 2-step



training (classroom and then on-the-field training) should be conducted for all field investigators.

- II. It is recommended that pilot study should be conducted on at least 2% of the sample size for Key Informant Interviews, FGDs and beneficiaries to fine-tune the survey tools. A brief on the learnings from such a pilot exercise and subsequent improvements in the tools/questionnaires should also be shared with DMEO.
- III. All survey instruments (questionnaires, FGD guides, validation forms) must be submitted for review and approval by DMEO prior to full-scale data collection.
- IV. 100 per cent of the data collected should be validated using a validation checklist.Missing data points should be recollected.
- V. In the case of FGDs/beneficiaries, at least 50% of the data should also be telephonically verified, and if not verified via phone, back checks should be undertaken to ensure at least 50% data verification.
- VI. Use of mobile-based, near real-time and geo-tagged data collection and validation tools should be done to ensure efficiency and accuracy in data collection. Access to tools and data should be provided to the Authority.

#### 6. List of Stakeholders to be consulted

A detailed list of stakeholders to be interacted with during the key informant interviews, FGDs, facility, and beneficiary surveys to be formulated by the consultant in consultation with DMEO.

#### 7. Deliverables and Timelines

The total duration of the evaluation study is 5 months.

- I. In the Inception report, the Consultant must submit a Gantt Chart (weekly) of all the activities and sub-activities. The Consultant shall propose the timeline for the payment-linked deliverables, which are a) Inception Report b) Mid-Term Report, c) Draft Evaluation Report and d) Final Evaluation Report.
- II. The payment-linked deliverable shall adhere to the requirements given in the Scope of Services.
- III. The Authority will manage the project based on the timelines submitted by the Consultant in the Inception report (Gantt chart) for the payment-linked deliverables.

The key deliverables are detailed in the table below:



S. No.	Deliverables	<b>Broad Topics (Indicative)</b>
1.	Inception Report and Presentation	<ul> <li>Introduction and background of the study</li> <li>Objectives of the study</li> <li>Approach and methodology</li> <li>Literature review and preliminary findings</li> <li>List of stakeholders and insights from preliminary stakeholder consultations</li> <li>Sampling plan including sample coverage</li> <li>Pilot plan</li> <li>Analysis framework and plan (Mapping of objectives with data points and potential data sources, etc.)</li> <li>Deliverables and timeline of the study (Weekly Gantt Chart)</li> <li>Survey Team structure</li> <li>Training plan for the survey team</li> <li>Field movement plan (Indicative)</li> <li>Quality control mechanism</li> <li>Perceived risks/ limitations and mitigation plan</li> <li>Research tools/instruments/ software-Qualitative and Quantitative</li> <li>Questionnaires, discussion guides, etc.</li> <li>Details of CAPI questionnaire development</li> <li>Data/ information analysis software for both quantitative and qualitative research</li> <li>Detailed report structure</li> <li>The inception report should not be lengthy.</li> </ul>
2.	Mid-term report and presentation (to be submitted as per the timeline and covering a minimum of 40% of the sample)	<ul> <li>Study progress details including training and pilot summaries</li> <li>Summary on data collected so far including methods used</li> <li>Challenges faced and mitigation measures</li> <li>Preliminary findings and key observations</li> <li>Revised work plan, if applicable</li> <li>Measures adopted for ensuring data quality including data verification, data validation, back checks, surprise inspections, and use of CAPI and tracking systems.</li> <li>The mid-term report is a progress report and should not repeat the content of the inception report.</li> </ul>
3.	Draft evaluation	Executive Summary (It should be crisp, direct,



S. No.	Deliverables	Broad Topics (Indicative)
4.	report and presentation for stakeholder consultation Final evaluation report and presentation	and lucidly written with emphasis on appropriate sections such as Findings and Recommendations. Findings should be elaborated with key statistics and the recommendations should follow the findings. Length of the Executive Summary should ideally be 5 pages.
	after incorporation of inputs from all concerned stakeholders	<ul> <li>Sector and scheme Overview (synthesis of the findings from the meta-analysis and the field study as well as the granular CSS level analysis.)</li> <li>Study Objectives</li> <li>Study Approach &amp; Methodology (Brief discussion in the main report. The details would go in the appendix)</li> <li>Findings</li> <li>Secondary data analysis</li> <li>Primary data analysis</li> <li>Discussion on findings &amp; Recommendations (state insights and comparisons including case studies)</li> <li>References &amp; Appendices</li> <li>The draft final report should be succinct. Content editor to give specific emphasis on the language, coherence, and brevity of the draft evaluation report. Proofreading of the manuscript is</li> </ul>
		compulsory.
5.		d sub-reports on primary data collection, data quality check, rch, best practices compendia, etc. as and when requested by

All the reports are required to be submitted in hard copy in triplicate and in soft copy. In addition to the reports, for further analysis in future, verifiable raw data in soft copy should also be shared with DMEO, NITI Aayog. This will include detailed transcriptions of key informant interviews and focus group discussions as well as raw data from household surveys in MS Excel/CSV format.

## 8. Indicative Structure of the Evaluation Report

The Final Evaluation Report should cover the following aspects:

- 1. Preface
- 2. Executive Summary
- 3. Scheme Overview



- 3.1. Brief background
- 3.2. Scheme Objectives
- 3.3. Implementation mechanisms
- 3.4. Nature of evaluation studies and their key findings Gaps therein
- 4. Study Objectives
- 5. Study Approach & Methodology (Brief discussion in the main report. The details will go in the appendix)
  - 5.1. Overall approach
  - 5.2. Field Study methodology
    - I. Qualitative
      - A. Stakeholder & geographical coverage
      - B. Tools
    - II. Quantitative
      - A. Sampling Geographical coverage & respondent profile
      - B. Sample size
      - C. Sample selection
      - D. Tools
- 6. Observations & Recommendations
  - I. Scheme performance Outputs & Outcomes
  - II. Key issues/challenges & their root causes
  - III. Key recommendations/Way Forward -:
    - A. Governance
    - B. Fund Flow efficiency & Utilization
    - C. M&E systems
    - D. Any other relevant aspect
  - IV. Interventions in Cross-sectional areas
    - A. Accountability & Transparency
    - B. Use of IT/Technology in driving efficiency
    - C. Social Inclusion
    - D. Gender Mainstreaming
    - E. Any other relevant cross-sectional area
    - V. Need for modifications/deletions/additions to fill-in gaps
- 7. Conclusions
  - I. Summary of the findings
  - II. Way Forward
- 8. References & Appendices
  - 8.1. Appendix 1 Details of Key Informant Interviews and FGDs
    - I. Appendix 1a List of stakeholders interviewed
    - II. Appendix 1b Geography-wise sample Size covered
    - III. List of beneficiaries interviewed

### 9. Reporting

I. The Consultant will work closely with the Authority. The Authority has established a Working Group (the "WG") to enable conduct of this assignment.



- A designated Project Director of the Authority will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.
- II. The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority.
- III. The Consultant will make a presentation on the Inception Report and Draft Evaluation Report for discussion with the WG at a meeting. This will be a working document. The Consultant is required to prepare and submit a weekly update that includes and describes, inter alia, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Consultants' work on the TOR tasks should continue while the report is under consideration and is being discussed.
- IV. Regular communication with the WG and the Project Director is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.

## 10. Meetings

The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences held at the Authority's office. No travel time allowance shall be payable for attending meetings at Authority's office. The consultant is required to work from the Authority's office, if required.

### 11. Miscellaneous

- I. The Consultant may have/establish an office in Delhi/NCR, for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office during the duration of the project as specified in the Manning Schedule forming part of the Agreement. The authorised officials of the Authority may visit the Consultant's Project Office or field locations any time during office hours for inspection and interaction with the Consultant's Personnel.
- II. The Consultant shall mobilise and demobilise its Professional Personnel and Support Personnel with the concurrence of the Authority and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office. These time sheets/ attendance sheets shall be made available to the Authority as and when asked for and a copy of such record shall be submitted to the Authority at the end of each calendar month.
- III. All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Authority in soft form apart from the reports



indicated in the Deliverables. The study outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant and execution of the Agreement. The Authority shall issue a certificate to that effect. The Consultancy shall in any case be deemed to be completed by mutual consent of the Authority and the Consultant

## 12. Timeline for Deliverables

S.	Activity	Deadlines
No.		
1	Award of Contract	T
		(Date of Contract Signing)
2	Inception Report	T+15 days
3	Finalization of Inception Report based on	T+20 days
	comments from DMEO	
4	Finalization and Piloting of Questionnaire	T+35 days
5	Pilot Study Report	T+ 38 days
6	Finalization of Pilot Study Report based on	T+42 days
	comments from DMEO	
	(The report should contain finalized tools to	
	be used in the survey)	
7	Start of Fieldwork	T+43 days
8	Mid-Term Report (covering a minimum of 40% of the sample)	T+70 days
9	Completion of Fieldwork	T+85 days
10	Review of Data Quality and Clearance by	T+90 days
	DMEO	, and the second
11	Submission of Draft Report	T+110 days
12	Finalization of Report	T+135 days
	(Comments to be provided by DMEO &	
	Ministry within 14 days of submission of draft	
	report)	
13	Approval of Final Reports and	T+150 days
	presentations	



## Annexure

## Staffing Pattern of a KVK

S. No	Designation	No. of Posts
1	Programme Coordinator/Senior Scientist and Head	1
2	Subject Matter Specialist <sup>13</sup>	6
3	Farm Manager	1
4	Programme Assistant (Computer)	1
5	Programme Assistant (Lab. Technician)	1
6	Assistant	1
7	Stenographer Grade-III	1
8	Driver	2
9	Skilled Support Staff	2
	Total	16

## Distribution of KIIs, FGDs and Survey across Stakeholders (Indicative)

	Category	Designation	KII	FGD	Facilit	Farmer
			S	S	y Visits	S
National	MoAFW, Ministry of Fisheries , Animal Husbandry and Dairying	JS/DS/Director - Extension	3			
Na	ICAR	DDG/Director Extension/ Principal Scientist	2			
State	Dept. of Agriculture, Horticulture, Animal Husbandry, Fisheries	AD/JD/Nodal- Extension/Trainin g	63			
	ATARI	Director	11			

<sup>&</sup>lt;sup>13</sup> Any six disciplines from Agricultural Extension, Agronomy, Plant Breeding, Livestock Production, Horticulture, Home Science, Agricultural Engineering, Fisheries, Agro-Forestry, Soil Science and Plant Protection based on the local needs and requirements for taking up various activities of the KVK as per mandate and in consultation with the of ICAR-Director, ATARI.



	Category	Designation	KII s	FGD s	Facilit y Visits	Farmer s
<u> </u>	Host Organisation Officials	ICAR Institute Director/Head	20			
KVK	KVK	Head KVK/Subject matter Specialist	85		85	
	District Officials	DAO	50			
Block	ATMA	Project Director	50			
District/Block	Farmers' Producers Organisation (FPOs), Self Help Group (SHGs), Farmer Interest Group			40		
	Farmers	Beneficiaries and Non-beneficiaries				3000
	Total		284	40	85	3000

## **Host Organisation Zone-Wise (11 Zones)**

At present there are 731 KVKs of which 486 are under State Agricultural Universities (SAUs), 22 under Central Agricultural Universities (CAUs), 66 under ICAR Institutes, 102 under NGOs, (Non-governmental Organization). 38 under State Governments, 03 under CUs, (Central University), 02 under Public Sector Undertakings, (PSUS), 07 under DUs, (Deemed-to-be-Universities) and 05 under Other Educational Institution (OEIs) as detailed below:

S. No	State/UTs	SA	CA	ICA	NG	PS	Stat	C	D	OI	Tot
		U	U	R	O	U	e Go vt	U	U	E	al
Zone I, Ludhian	Himachal Pradesh	13	0	0	0	0	0	0	0	0	13
a	Punjab	21	0	1	0	0	0	0	0	0	22
	Ladakh	4	0	0	0	0	0	0	0	0	4
	Uttarakha nd	11	0	2	0	0	0	0	0	0	13
	Jammu & Kashmir	19	0	1	0	0	0	0	0	0	20
	Total	68	0	4	0	0	0	0	0	0	72
Zone II,	Haryana	14	0	2	2	0	0	0	0	0	18
Jodhpur	Delhi	0	0	0	0	1	0	0	0	0	1



S. No	State/UTs	SA U	CA U	ICA R	NG O	PS U	Stat e Go	C U	D U	OI E	Tot al
							vt				
	Rajasthan	38	0	3	4	0	0	0	0	2	47
	Total	52	0	5	6	1	0	0	0	2	66
Zone III, Kanpur	Uttar Pradesh	68	0	7	10	0	0	1	1	2	89
Zone	Bihar	23	16	1	4	0	0	0	0	0	44
IV,	Jharkhand	17	0	3	4	0	0	0	0	0	24
Patna	Total	40	16	4	8	0	0	0	0	0	68
Zone V, Kolkata	Andaman & Nicobar Islands	0	0	3	0	0	0	0	0	0	3
	Odisha	31	0	2	0	0	0	0	0	0	33
	West Bengal	13	0	4	2	1	0	1	2	0	23
	Total	44	0	9	2	1	0	1	2	0	59
Zone	Assam	23	0	2	1	0	0	0	0	0	26
VI, Guwaha	Arunachal Pradesh	0	1	4	0	0	12	0	0	0	17
ti	Sikkim	0	0	1	0	0	3	0	0	0	4
	Total	23	1	7	1	0	15	0	0	0	47
Zone	Manipur	0	1	5	2	0	1	0	0	0	9
VII, Barapan	Meghalay a	0	2	2	0	0	3	0	0	0	7
i	Mizoram	0	1	0	0	0	7	0	0	0	8
	Nagaland	0	0	6	0	0	4	1	0	0	11
	Tripura	0	1	2	1	0	4	0	0	0	8
	Total	0	5	15	3	0	19	1	0	0	43
Zone VIII,	Maharasht ra	20	0	1	28	0	0	0	0	1	50
Pune	Gujarat	18	0	2	7	0	0	0	3	0	30
	Goa	0	0	1	0	0	1	0	0	0	2
	Daman & Diu	0	0	0	0	0	0	0	0	0	0
	Dadar & Nagar Haveli	0	0	0	0	0	0	0	0	0	0
	Total	38	0	4	35	0	1	0	3	1	82
Zone IX, Jabalpur	Chhattisga rh	28	0	0	0	0	0	0	0	0	28
	Madhya Pradesh	45	0	1	8	0	0	0	0	0	54
	Total	73	0	1	8	0	0	0	0	0	82
Zone X, Hyderab	Andhra Pradesh	18	0	2	4	0	0	0	0	0	24
ad	Puducherr	0	0	0	0	0	3	0	0	0	3



S. No	State/UTs	SA U	CA U	ICA R	NG O	PS U	Stat e Go vt	C U	D U	OI E	Tot al
	у										
	Tamil	20	0	0	11	0	0	0	1	0	32
	Nadu										
	Telangana	10	0	1	5	0	0	0	0	0	16
	Total	48	0	3	20	0	3	0	1	0	75
Zone	Karnataka	26	0	2	5	0	0	0	0	0	33
XI,	Kerala	7	0	4	3	0	0	0	0	0	14
Bengalu	Lakshadw	0	0	1	0	0	0	0	0	0	1
ru	eep										
	Total	33	0	7	8	0	0	0	0	0	48
T	otal	487	22	66	101	2	38	3	7	5	731

# **Proposed Theory of Change for the scheme:**

	Objective Statement	Measurable Indicators
Impact	Improved soil health, water usage, and crop diversity Improvement in yield of	Number of soil, water, plant samples tested (in lakh)  Quantity of seed and planting
	cereals/oilseeds/pulses/other crops and enterprises	material produced (in tons and lakh respectively)
	Improved food security and economic stability for farmers	Number of farmers trained and supported through demonstrations and advisories
	Reduced duplication of efforts and better resource utilization	Integration of testing, training, and advisory services through KVKs
	Improved access to high-quality seeds and inputs for farmers	Quantity of seed and planting material produced (in tons and lakh respectively)
	Better coordination and alignment of agricultural programs	Number of soil, water, plant, manure samples tested (in lakh)
	Increased awareness and knowledge of farmers about new agricultural technologies	Number of participants in extension activities (in lakh)
	Adoption of innovative practices for improved crop yields and resource management; Adoption of sustainable farming practices	Number of frontline demonstrations (FLDs) conducted
Outcome	Adoption rate of new technology increases in the income of farmers	Number of farmers adopting new technologies.
		Area covered by farmers under the use of the new technologies
	Award and Rewards won by the KVK	Number of awards won by KVK in any category in current plan



Research Papers Published  Research Papers Published  Number of articles in national and international journal on Animals Sciences in current plan period  Number of articles in the Indian Journal on Agricultural Sciences in current plan period.  Popular Articles published  Popular Articles published  Training of farmers and extension personnel for creating awareness on upcoming technologies  Output  Training of farmers and extension personnel for creating awareness on upcoming technologies  On-farm testing and Frontline demonstration to identify the location specificity and to establish the production potential of improved agricultural technologies  Enhanced production of seeds  Enhanced production of planting materials  Creation of a new unit with title audio and video production unit  Activities  Activities  Activities  Activities  Activities  Activities  Training extension personnel to enhance technical knowledge and dissemination skills  Organizing extension personnel to enhance technical knowledge and dissemination skills  Organizing extension activities such as field days, exhibitions, and campaigns  Producing and distributing quality seeds of improved varieties  Producing and distributing quality seeds of improved varieties  Producing and supplying quality  Quantity of seed produced (in lakh)  Number of farmers trained (in lakh)  Number of participants in extension activities (in lakh)  Number of participants in extension activities (in lakh)			. 1
International journal on Animals Sciences in current plan period Number of articles in the Indian Journal on Agricultural Sciences in current plan period.		5 15 51111	period
Sciences in current plan period   Number of articles in the Indian Journal on Agricultural Sciences in current plan period.		Research Papers Published	
Popular Articles published			1
Popular Articles published in current plan period. Number of male farmers, and extension personnel trained by KVKs (In lakhs) in current FY Popular Yex (2025-26) Number of Female Farmers, and extension personnel trained by KVKs (In lakhs) in current FY Popular Yex (2025-26) Number of Female Farmers, and extension personnel trained by KVKs (In lakhs) in current FY Popular Yex (2025-26) Number of Female Farmers, and extension personnel trained by KVKs (In lakhs) in current FY Popular Yex (2025-26) Number of Female Farmers, and extension personnel trained by KVKs (In lakhs) No. of frontline demonstrations conducted by KVKs in current FY No. of frontline demonstrations Popular Yex (In lakh) Number of paunting materials Popular Yex (In lakh) Number of paunting valied production unit Number of participants in extension activities (In lakh) Popular Yex (In lakhs) Number of paunting valied producted (In lakh) Popular Yex (In lakhs) Number of on-farm trials conducted Number of frontline demonstrations (FLDs) conducted Popular Yex (In lakhs) Number of paunting valied			* *
Popular Articles published   Number of articles on agriculture and related fields published in current plan period.			
Popular Articles published   Number of articles on agriculture and related fields published in current plan period.			Journal on Agricultural Sciences
Activities  Enhanced production of planting materials  Creation of a new unit with title audio and video production unit  Activities  Activities  Activities  Training extension personnel to current plan period.  Training of farmers and extension personnel trained by kVKs (In lakhs) in current FY (2025-26)  Number of Female Farmers, and Extension personnel trained by kVKs (In lakhs) in current FY 2025-26  No. of on-farm trials conducted by kVKs in current FY No. of frontline demonstrations conducted by kVKs in current FY  No. of frontline demonstrations conducted by kVKs in current FY  No. of frontline demonstrations conducted by kVKs in current FY  No. of planting materials  Providing capacity building and skill development training to farmers  Training extension personnel to enhance technical knowledge and dissemination skills  Organizing extension activities such as field days, exhibitions, and campaigns  Producing and distributing quality seeds of improved varieties  and validate location-specific technologies  Producing and distributing quality seeds of improved varieties  Activities  Acti			
Activities  Enhanced production of planting materials  Creation of a new unit with title audio and video production unit  Activities  Activities  Activities  Training extension personnel to and skill development training to farmers  Training extension personnel to enhance technical knowledge and dissemination skills  Organizing extension activities such as field days, exhibitions, and campaigns  Training extension average and extension personnel trained by kVKs (In lakhs) in current FY (2025-26)  Number of Female Farmers, and extension personnel trained by kVKs (In lakhs) in current FY 2025-26  No. of on-farm trials conducted by kVKs in current FY  No. of frontline demonstrations conducted by kVKs in current FY  No. of frontline demonstrations conducted by kVKs in current FY  No. of planting materials produced (In lakh)  Number of new units with title audio and video production unit  Number of on-farm trials conducted  Number of on-farm trials  Number of forntline demonstrations (FLDs) conducted  Training extension personnel to enhance technical knowledge and dissemination skills  Organizing extension activities such as field days, exhibitions, and campaigns  Producing and distributing quality seeds of improved varieties  Training extension activities (in lakh)		Popular Articles published	
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On-farm testing and Frontline demonstration to identify the location specificity and to establish the production potential of improved agricultural technologies  Enhanced production of planting materials  Enhanced production of planting materials  Creation of a new unit with title audio and video production unit  Activities  Organizing frontline demonstrations to showcase proven agricultural technologies  Providing capacity building and skill development training to enhance technical knowledge and dissemination skills  Organizing extension personnel to enhance technical knowledge and dissemination skills  Organizing and distributing quality seeds of improved varieties  One of rontline demonstrations conducted by KVKs in current FY  No. of planting materials conducted (In tons)  Number of participants in extension activities (in lakh)  Number of forntline demonstrations (FLDs) conducted  Number of farmers trained (in lakh)  Number of extension personnel trained (in lakh)  Number of participants in extension activities (in lakh)  Quantity of seed produced (in tons)			<u> </u>
On-farm testing and Frontline demonstration to identify the location specificity and to establish the production potential of improved agricultural technologies  Enhanced production of seeds  Enhanced production of planting materials  Creation of a new unit with title audio and video production unit  Activities  Organizing frontline demonstrations conducted by KVKs in current FY  No. of frontline demonstrations conducted by KVKs in current FY  No. of frontline demonstrations conducted by KVKs in current FY  No. of frontline demonstrations conducted (In tons)  No. of planting materials produced (In lakh)  Number of new units with title audio and video production unit  Number of on-farm trials conducted condu			
demonstration to identify the location specificity and to establish the production potential of improved agricultural technologies  Enhanced production of seeds  Enhanced production of planting materials  Creation of a new unit with title audio and video production unit  Activities  Conducting on-farm trials to test and validate location-specific technologies  Organizing frontline demonstrations conducted by KVKs in current FY  No. of frontline demonstrations conducted (In tons)  No. of planting materials produced (In lakh)  Number of new units with title audio and video production unit  Number of on-farm trials conducted  Conducting on-farm trials to test and validate location-specific technologies  Organizing frontline demonstrations to showcase proven agricultural technologies  Providing capacity building and skill development training to farmers  Training extension personnel to enhance technical knowledge and dissemination skills  Organizing extension activities such as field days, exhibitions, and campaigns  Producing and distributing quality seeds of improved varieties  by KVKs in current FY  No. of frontline demonstrations  Conducted by KVKs in current FY  No. of frontline demonstrations  volucted (In lakh)  Number of new units with title audio and video production unit  Number of forntline demonstrations (FLDs) conducted  Number of farmers trained (in lakh)  Number of extension personnel trained (in lakh)  Number of participants in extension activities (in lakh)  Quantity of seed produced (in tons)			
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the production potential of improved agricultural technologies  Enhanced production of seeds  Enhanced production of planting materials  Creation of a new unit with title audio and video production unit  Activities  Organizing frontline demonstrations to showcase proven agricultural technologies  Providing capacity building and skill development training to enhance technical knowledge and dissemination skills  Organizing extension activities such as field days, exhibitions, and campaigns  Producing and distributing quality seeds of improved varieties  Conducted by KVKs in current FY (conducted by KVKs in current FY (conducted line) (conducted line) (conducted line) (not seeds produced (In tons))  No. of planting materials produced (In lakh)  Number of new units with title audio and video production unit  Number of on-farm trials conducted demonstrations (FLDs) conducted for farmers trained (in lakh)  Number of farmers trained (in lakh)  Number of participants in extension activities (in lakh)		demonstration to identify the	by KVKs in current FY
the production potential of improved agricultural technologies  Enhanced production of seeds  Enhanced production of planting materials  Creation of a new unit with title audio and video production unit  Activities  Organizing frontline demonstrations to showcase proven agricultural technologies  Providing capacity building and skill development training to enhance technical knowledge and dissemination skills  Organizing extension activities such as field days, exhibitions, and campaigns  Producing and distributing quality seeds of improved varieties  Conducted by KVKs in current FY conducted by KVKs in current FY conducted (In tons)  Conducted by KVKs in current FY conducted (In tons)  Conducted by KVKs in current FY conducted (In tons)  Quantity of seeds produced (In tons)  No. of planting materials produced (In lakh)  Number of new units with title audio and video production unit  Number of on-farm trials conducted demonstrations (FLDs) conducted demonstrations (FLDs) conducted  Number of farmers trained (in lakh)  Number of extension personnel trained (in lakh)  Number of participants in extension activities (in lakh)  Quantity of seed produced (in tons)		location specificity and to establish	No. of frontline demonstrations
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Producing and supplying quality   Quantity of planting material		-	, , , , , , , , , , , , , , , , , , ,
planting materials like saplings and   produced (in lakh)		planting materials like saplings and	produced (in lakh)



	cuttings					
	Producing improved livestock	Quantity of livestock strains and				
	strains and fingerlings for animal	fingerlings produced (in lakh)				
	husbandry/aquaculture					
	Testing soil, water, and plants for	Number of samples tested (in				
	nutrient and health assessment	lakh)				
	Disseminating timely agricultural	Number of mobile agro-advisory				
	advisories via mobile messaging	messages sent (in lakh)				
	(Kisan Sarathi-Portal)					
Input	Infrastructure, Manpower and HRD (Human Resource Development),					
	Technology application, Asset Creation, Income-generating activities,					
	Flagship Programme, Functional Linkage and convergence, Outreach					
	and extension and Budget utilisation					



# **Schedule 2: Form of Agreement**

(See Clause 2.1.3)

## **AGREEMENT**

## **FOR**

**Evaluation Study of Strengthening of KVK Scheme** 



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## **AGREEMENT**

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•••••	•••••	••••••	•••••••••••	•••••	••••
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(A)	(hereinafter call	ed the "Cons	1	ducting an Evaluation Study "Project");	•
(B)	Consultant repressibles, and in the	sented to the A e said proposal uthority on the to	uthority that it has the Consultant	Foresaid work, whereby and the required profess also agreed to provide as as set forth in the RFI	ional e the
(C)	<u> </u>	nsultancy to the	-	roposals of the Consu its Letter of Award of	
(D)	in pursuance of the	ne LOA, the par	ties have agreed to	enter into this Agreem	ent.
NOW,	THEREFORE, th	ne parties hereto	hereby agree as fo	ollows:	
		1.	General		
1.1.	<b>Definitions and</b>	Interpretation			

- 1.1.1. The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:
  - (a) "Agreement" means this Agreement, together with all the Annexes;
  - (b) "Agreement Value" shall have the meaning set forth in Clause 6.1.2;
  - (c) "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;



- (d) "Confidential Information" shall have the meaning set forth in Clause 3.3;
- (e) "Conflict of Interest" shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (f) "**Dispute**" shall have the meaning set forth in Clause 9.2.1;
- (g) "**Effective Date**" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (h) "Government" means the Government of .....;
- (i) "INR, Rs. or ₹" means Indian Rupees;
- (j) "**Member**", in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and "Members" means all of these entities:
- (k) "Party" means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (l) "**Personnel**" means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
- (m) "**RFP**" means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- (n) "Services" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (o) "**Third Party**" means any person or entity other than the Government, the Authority, the Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

- 1.1.2. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:
  - (a) Agreement;
  - (b) Annexes of Agreement;
  - (c) RFP; and



(d) Letter of Award.

#### 1.2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## 1.3. Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

## 1.4. Governing law and jurisdiction

This Agreement, its meaning and interpretation, and the relation between the parties shall be governed by the Laws of India for the time being in force. Irrespective of the place of delivery, the place of performance or the place of payments under the agreement, the agreement shall be deemed to have been made at the place from which the Letter of Award (LoA or Agreement, in absence of LoA) has been issued. Unless otherwise specified in the agreement, the courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the agreement.

## 1.5. Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

## 1.6. Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

## 1.7. Notices

Any notice or other communication to be given by any Party to the other Party



under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in\_Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

#### 1.8. Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

## 1.9. Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

#### 1.10. Authorised Representatives



- 1.10.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.
- 1.10.2. The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

•••••
•••••
Tel:
Mobile:
Email:

1.10.3. The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

Tel:
Mobile:
Email:

## 1.11. Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it

## 1.12. Communications

All communications under the agreement shall be served by the parties to each other in writing, in the agreement's language, and served in a manner customary and acceptable in business and commercial transactions. The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later. No communication shall amount to an amendment of the terms and conditions of the agreement, except a formal letter of amendment of the agreement expressly so designated.

## 2. Commencement, Completion and Termination of Agreement

## 2.1. Effectiveness of Agreement



This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

#### 2.2. Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

## 2.3. Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Authority reserves the right to take action as per the Bid Security or Bid Security Declaration Form.

## 2.4. Expiry of Agreement

Unless terminated earlier according to Clauses 2.3 or 2.9, this Agreement will expire under two conditions (i) 90 (ninety) days after delivering the final report (refer to Clause 6.3 (d) of the Terms of reference) to the Authority. or (ii) three years from the effective date, whichever occurs first, unless extended by mutual consent of the parties.

## 2.5. Entire Agreement

- 2.5.1. This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.
- 2.5.2. Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

## 2.6. Modification of Agreement

There shall be no modification in the terms and conditions of this Agreement unless the reasons are beyond the control of both parties i.e. the Applicant and the Authority. In no circumstances, the cost should be higher than the agreement cost due to modifications in the terms and conditions.



## 2.7. Force Majeure

## 2.7.1. Definition

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

## 2.7.2. No breach of Agreement

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 Agreement 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 Agreement.

## 2.7.3. Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (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 event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.



#### 2.7.4. Extension of time

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

## 2.7.5. Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

## 2.8. Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 21 (twenty one) days after receipt by the Consultant of such notice of suspension.

## 2.9. Termination of Agreement

## 2.9.1. By the Authority

The Authority may, by not less than 21 (twenty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8\_hereinabove, within 21 (twenty-one) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material



effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;

- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) 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 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

## 2.9.2. By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) 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 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

## 2.9.3. Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 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, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this



Agreement or the Applicable Law.

#### 2.9.4. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 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 expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant they shall proceed as provided respectively by Clauses 3.9 hereof.

## 2.9.5. Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

## 2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement 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

#### 3.1. General

## 3.1.1. Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with



generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

## 3.1.2. Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "**TOR**") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

## 3.1.3. Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Personnel and agents of the Consultant, comply with the Applicable Laws.

#### 3.2. Conflict of Interest

- 3.2.1. The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.
- 3.2.2. Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of one and a half years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

## 3.2.3. Prohibition of conflicting activities

Neither the Consultant nor its Personnel of either of them shall engage, either



directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.
- 3.2.4. Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that its Personnel and agents shall not receive any such additional remuneration.

- 3.2.5. The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, anti-competitive practice, conflict of interest, obstructive practice. Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine preestimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.
- 3.2.6. Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.



- 3.2.7. For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:
  - (a) "corrupt practice" means making an offer, solicitation or acceptance of a bribe, reward or gift or any material benefit in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process
  - (b) "**fraudulent practice**" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a Procurement Process or to secure a Contract, or in the execution of the agreement;
  - (c) "coercive practice" means harming or threatening to harm persons or their property to influence their participation in the Procurement Process or affect the execution of the agreement
  - (d) "Anti-competitive practice" means any collusion, Proposal-rigging or anticompetitive arrangement, or any other practice including cartels coming under the purview of the Competition Act, 2002, between two or more Applicants, with or without the knowledge of the Authority, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Proposal prices at artificial, non-competitive levels
  - (e) Conflict of interest" means participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; if they are part of more than one Proposal in the procurement; or if their personnel have a relationship or financial or business transactions with any official of Authority who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Applicant from the Authority with an intent to gain unfair advantage in the Procurement Process or for personal gain
  - (f) "Obstructive practice" means materially impede Authority's investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or concealing evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding the Authority's rights of an audit or access to information.

## 3.3. Confidentiality

The Consultant, and its Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement



disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, and its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, and its Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, and its Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, and its Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

## 3.4. Liability of the Consultant

- 3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to



deficiency in Services rendered by it.

- 3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
  - (i) for any indirect or consequential loss or damage; and
  - (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.1, whichever of (a) or (b) is higher.
- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

## 3.5. Insurance to be taken out by the Consultant

3.5.1. The Consultant shall, for the duration of this Agreement, take out and maintain, at its own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as stipulated in the contract or any applicable law including Labour Codes; and at the Authority's request, shall provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums have been paid.

## 3.6. Accounting, inspection and auditing

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

## 3.7. Consultant's actions requiring the Authority's prior approval



The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Professional Personnel as are not listed in Annex–2.
- (b) any other action that is specified in this Agreement.

## 3.8. Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

## 3.9. Documents prepared by the Consultant to be property of the Authority

- 3.9.1. All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.
- 3.9.2. The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 3.9.3. The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

## 3.10. Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority



having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hour. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

## 3.11. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

## 4. Consultant's Personnel

#### 4.1. General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

## 4.2. Deployment of Personnel

- 4.2.1. The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and person day rates are specified in Annex-3 of this Agreement.
- 4.2.2. Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Consultant by written notice to the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.

## 4.3. Approval of Personnel

4.3.1. The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.



4.3.2. If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix–I (Form-6) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

## 4.4. Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 10% (ten per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

## 4.5. Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the person days of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

## 4.6. Team Leader and Project Manager

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person as Project Manager (the "**Project Manager**") who shall be responsible for day to day performance of the Services.

## 5. Obligations of the Authority

#### 5.1. Assistance in clearances etc.



Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Personnel with work permits and such other documents as may be necessary to enable the Consultant, and its Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

## 5.2. Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

## 5.3. Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

## 6. Payment to the Consultant

## 6.1. Cost estimates and Agreement Value

- 6.1.1. An abstract of the cost of the Services payable to the Consultant is set forth in Annex-4 of the Agreement.

## 6.2. Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

## 6.3. Mode of billing and payment



Billing and payments in respect of the Services shall be made as follows:

- (a) No mobilisation Advance shall be paid to the consultant. The payment shall be made as per the Annexure 5 Payment Schedule of the RFP.
- (b) The Consultant shall be paid for its services as per the Payment Schedule at Annex-5 of this Agreement, subject to the Consultant fulfilling the following conditions:
  - (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
  - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- (c) The Authority shall cause the payment due to the Consultant to be made within 45 (forty-five) days after the receipt by the Authority of duly completed bills with necessary particulars (the "**Due Date**").
- (d) The final payment under this Clause 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 Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- (e) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (f) 30% (thirty per cent) of the Agreement Value has been earmarked as Final Payment to be made to the Consultant upon completion of Services. In the event of non-completion of Services within 2 (two) years of the Effective Date, the Final Payment shall not become due to the Consultant, save and



except the costs incurred for meeting its reimbursable expenses during the period after expiry of 24 (twenty-four) months from the Effective Date, including travel costs and personnel costs, at the agreed rates.

(g) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

## 7. Liquidated Damages and Penalties

## 7.1. Performance Security

- 7.1.1. The Authority shall retain by way of performance security (the "**Performance Security**"), 3% (three per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.
- 7.1.2. The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-6 of this Agreement.

## 7.2. Liquidated Damages

## 7.2.1. Liquidated Damages for error/variation

In case any error or variation or plagiarism is detected in the data, data analysis or reports, submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Agreement Value.

## 7.2.2. Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1% (one per cent) of the Agreement Value per week, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant,



suitable extension of time shall be granted.

## 7.2.3. Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

## 7.3. Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

## 8. Fairness and Good Faith

## 8.1. Good Faith

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

## 8.2. Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

## 9. Settlement of Disputes

#### 9.1. Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

## 9.2. Dispute resolution



- 9.2.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.
- 9.2.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

## 9.3. Conciliation

In the event of any Dispute between the Parties, either Party may call upon CEO, NITI Aayog and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

## 9.4. Arbitration

- 9.4.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act,1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.
- 9.4.2. There shall be a sole arbitrator whose appointment or an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment<sup>14</sup> shall be made in accordance with the Rules.

<sup>&</sup>lt;sup>14</sup> Where the Agreement Value specified in Clause 6.1.2 of this Agreement is expected to be less than ₹ 2 crores, the provision for a sole arbitrator shall be retained and where the Agreement Value is likely to be more than ₹ 2 crores, the provision for a Board shall be retained.



- 9.4.3. The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4. The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED		SIGNED, SEALED AND DELIVERED	
For and on behalf		For and on behalf	
of		of	
Consultant:		Authority	
	(Signature)		(Signature)
	(Name)		(Name)
	(Designation)		(Designation)
	(Address)		(Address)
In the presence of:			
1.		2.	



# **Annex-1: Terms of Reference**

(Refer <u>Clause 3.1.2</u> of Schedule 2 Form of Agreement)

(Reproduce Schedule-1 of RFP)



# **Annex-2: Deployment of Personnel**

(Refer <u>Clause 4.2</u> of Schedule 2 Form of Agreement)

(Reproduce as per Form-9 of Appendix-I)



## **Annex-3: Estimate of Personnel Costs**

(Refer\_Clause 4.2 of Schedule 2 Form of Agreement)

(Reproduce as per Form-3 of Appendix-II)



# **Annex-4: Cost of Services**

(Refer <u>Clause 6.1</u> of Schedule 2 Form of Agreement))

(Reproduce as per Form-2 of Appendix-II)



# **Annex-5: Payment Schedule**

The payment schedule linked to the specified deliverables above is given below:

Key Date No.	Description of Deliverables	Payment
KD1	Inception Report approved by Authority	20%
KD2	Mid-Term Report approved by Authority	30%
KD3	Draft Evaluation Report approved by Authority	30%
KD4	Final Evaluation Report approved by Authority	20%
	Total	100%



# **Annex-6: Bank Guarantee for Performance Security**

(Refer Clause 7.1.2 of Schedule 2)

10
[The President of India /Governor of] acting through
In consideration of
We,
2. We,



3.	We,	(indicate the name of the Bank) do	hereby	undertake to
pay to	the Auth	ority any money so demanded notwithstanding an	y disput	e or disputes
raised	by the Co	onsultant in any suit or proceeding pending before	any cou	rt or tribunal
relatin	g thereto	, our liability under this present being absolute a	nd uneq	uivocal. The
payme	ent so ma	de by us under this bond shall be a valid discharg	ge of our	liability for
payme	ent thereu	nder and the Consultant shall have no claim agains	st us for	making such
payme	ent.			

- 4. We, ............... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
- 5. We, ................. (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
- 6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
- 7. We, ...... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.



	ror
Name of Bank:	
Seal of the Bank:	
Dated, the	day of, 20
	(Signature, name and designation of the authorised signatory)

## NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

#### Schedule 3: Guidance Note on Conflict of Interest

(See Clause 1.5)

- 1. This Note further explains and illustrates the provisions of Clause 1.5 of the RFP and shall be read together therewith in dealing with specific cases.
- 2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
- 3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future contractors. Some of the situations that would involve conflict of interest are identified below:
- (a) Authority and consultants:
  - (i) Potential consultant should not be privy to information from the Authority which is not available to others;
  - (ii) Potential consultant should not have defined the project when earlier working for the Authority;
  - (iii) Potential consultant should not have recently worked for the Authority overseeing the project.
- (b) Consultants and contractors:
  - (i) No consultant should have an ownership interest or a



continuing business interest or an on-going relationship with a potential contractor save and except relationships restricted to project-specific and short-term assignments; or

- (ii) no consultant should be involved in owning or operating entities resulting from the project; or
- (iii) no consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

- 4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them. The principle of *Uberrimae Fidei* will be applicable to the volutary disclosure of the applicant regarding conflict of interest which has to ensure the highest standard of good faith during the disclosure of all material facts that could influence the decision of the other party.
- 5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the consultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
- 6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
- 7. Another form of conflict of interest called "scope-creep" arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built-in incentives for consultants to extend the length of their assignment.
- 8. Every project contains potential conflicts of interest. Consultants should



not only avoid any conflict of interest but should also report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

9. Without limiting the generality of the above and Section 1.5, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

## (a) Conflicting Associations:

- directly or indirectly controls, is controlled by or is under common control with another Applicant; or
- receives or has received any direct or indirect subsidy/ financial stake from another Applicant; or
- has the same correspondence address or same legal representative/ agent as another applicant for purposes of this proposal; or
- has a relationship with another applicant, directly or through common third parties, that puts it in a position to have access to information about or influence the Proposal of another applicant or influence the decisions of the Authority regarding this Procurement Process; or
- (b) Unfair Competitive Advantage and Conflicting Activities: had (or any of its Affiliates) been engaged by the Authority to provide goods, works, or services for a project, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or services. Conversely, a firm (or any of its Affiliates) hired to provide consulting services for the preparation or implementation of a project shall be disqualified from subsequently providing goods or works or services resulting from or directly related to the consulting services for such preparation or implementation or
- (c) **Conflicting Assignments**: would (including its Experts or any of its Affiliates) be or are providing consultancy services in another assignment for the same or another Authority that, by its nature, may conflict with this assignment.
- (d) Commissions and Gratuities: The Applicant shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of the resulting Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.; or
- (e) **Conflicting Relationships:** has close business/ family relationship



with a staff of the Authority who are/ would be directly/ indirectly involved in any of the following activities:

- Preparation of the RFP document or ToR of the procurement process
- Evaluation of Proposals or Award of Contract, or
- Implementation/supervision of the resulting contract
- (f) For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.
- (g) Conflict of interest, for the process of determination, shall include presence of conflict, potential or actual, during one year preceding the last date of bid submission and shall include the factual conspectus related to the personnel specifically indicated as the lead professional of the project team termed as Team Lead/Principal Investigator.



Appendices



### **Appendix-I: Technical Proposal**

(See Clause 1.2.2)

Form-1:

### **Letter of Proposal**

(On Applicant's letterhead)

(Date and R	Reference)					
То,						
Subject:	Consultancy	Services	for	"Evaluation	Study	of
Dear Sir/Ma	adam,					
examined a Proposal for	nce to your RFP Dall relevant documer selection as Contonal and unqualification.	ents and und sultant for the	erstood	their contents, he	•	t our
2.	All inforn	nation provide	d in the	Proposal and in th	ne Appendic	es is

- 2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
- 3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
- 4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- 5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial



pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

#### 7. I/We declare that:

- (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
- (b) I/We do not have any Conflict of Interest in accordance with Clause 1.5 of the RFP Document;
- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, anti-competitive practice, coercive practice, conflict of interest, obstructive practice, as defined in Clause 5.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 5 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, anti-competitive practice, coercive practice, conflict of interest, obstructive practice.
- 8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 1.9 of the RFP document.
- 9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
- 10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.



- 11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors / Managers / employees.<sup>[1]</sup>\$
- 13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
- 14. The Bid Security or Bid Security Declaration Form is attached, in accordance with the RFP document.
- 15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
- 16. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
- 17. A Notarised Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Appendix I Form-4.
- 18. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an agreement in accordance with the form at Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
- 19. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
- 20. The Financial Proposal is being submitted in a separate cover.

  This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.



- 21. I/We specifically undertake to abide by Clause 1.1 and Clause 1.2 of the RFP Document. without any demur.
- 22. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory) (Name and seal of the Applicant / Lead Member)



# Form-2:

# **Particulars of the Applicant**

1.1	Title of Consultancy:
	Evaluation Study for Government Scheme/Program
1.2	Title of Project:
	Evaluation Study of
1.3	State whether applying as Sole Firm or Lead Member of a consortium:



1.4	State the following:
	(i) Details of the Applicant
	Name of Company or Firm:
	Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):
	Country of incorporation:
	Registered address:
	Year of Incorporation:
	Year of commencement of business:
	Principal place of business:
	Brief description of the Company including details of its main lines of business
	(ii) Details of the Authorized Representative of the Applicant
	Name:
	Designation:
	Company:
	Address:
	Phone No.:
	E-mail address:



1.5	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:
	(i) Name of Firm:
	(ii) Legal Status and country of incorporation
	(iii) Registered address and principal place of business.
1.6	For the Applicant, (in case of a consortium, for each Member), state the following information:
	(i) In case of non-Indian Firm, does the Firm have business presence in India?
	If so, provide the office address(es) in India.  Yes/No
	(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?  Yes/No
	(iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years?
	Yes/No
	(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?
	Yes/No
	(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?
	Yes/No
	Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.



.7 (i) Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer?	1.7
Yes/No	
(ii) If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/adviser to the Authority and to disqualify themselves, their Associates/affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?	
Yes/No/Not Applicable	



1.8	(i) Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?
	Yes/No
	(ii) If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?
	Yes/No/Not Applicable
	(iii) If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?
	Yes/No/Not Applicable
	It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.
	(Signature, name and designation of the authorised signatory)
	For and on behalf of



### Form-3:

## **Statement of Legal Capacity**

(Applicable only in the case of a consortium, individual applicants are not required to fill out this form.)

(On Applicant's letter head)		
Date:, Reference		
To,		
Dear Sir,		
Sub: RFP for Evaluation Study of		
I/We hereby confirm that we, the Applicant (along with other members in case of consortium, the constitution of which has been described in the Proposal <sup>[2]</sup> \$), satisfy the terms and conditions laid down in the RFP document.		
I/We have agreed that (insert Applicant's name) will act as the Lead Member of our consortium.		
I/We have agreed that (insert individual's name) will act as our Authorised		
Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.		
Yours faithfully,		
(Signature, name and designation of the authorised signatory) For and on behalf of		



## Form-4:

# **Power of Attorney**

( Refer to Clause 1.4.4 and Clause 1.12.3)

Know all men by these presents, we,
sector proposed to be developed by the
AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.
IN WITNESS WHEREOF WE,
For
(Signature, name, designation and address)
Witnesses:
1.
2.
Notarised



		Acce	pted

(Signature, name, designation and address of the Attorney)

#### Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of ₹ 100 (hundred) and duly notarised by a notary public.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.



#### Form-5:

### **Financial Capacity of the Applicant**

(Refer to Clause 1.4.2 (C))

S. No.	Financial Year	Annual Revenue (₹ )		
1.				
2.				
3.				
Certificate from the Statutory Auditor <sup>\$</sup>				
This is to certify that (name of the Applicant) has the annual revenue shown				
above against the respective years.				
Name of the audit firm:				
Seal of the audit firm				
Date:				
(Signature, name and designation of the authorised signatory)				

Note: Please do not attach any printed Annual Financial Statement. In case relevant extracts of duly audited Annual Financial Statements containing the requisite details are provided, duly countersigned by the authorised signatory, a separate certification by statutory auditors would not be necessary in respect of Clause 1.4.3.

<sup>\$</sup> In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.



[1]\$ In case the Applicant is unable to provide the certification specified in Paragraph 12, it may precede the Paragraph by the words viz. —Except as specified in Schedule ................ hereto. The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Applicant for prequalification hereunder.

[2]\$ Please strike out whichever is not applicable



# Form-5:

# **Financial Capacity of the Applicant**

(Refer Clause 1.4.2 (C))

S. No.	Financial Year	Annual Revenue (₹ )			
1.					
2.					
3.					
Certificate from the Statutory Auditor\$					
This is to certify that (name of the Applicant) has the annual revenue shown					
above against the respective years.					
Name of the audit firm:					
Seal of the audit firm					
Date:					
(Signature, name and designation of the authorised signatory)					

\$ In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: Please do not attach any printed Annual Financial Statement. In case relevant extracts of duly audited Annual Financial Statements containing the requisite details are provided, duly countersigned by the authorised signatory, a separate certification by statutory auditors would not be necessary in respect of Clause 1.4.3.



# Form-6: **Particulars of Key Personnel**

# A) Details of Key Personnel

1	Designation	
2	Name	
3	Date of Birth	
4	Nationality	
5	Educational Qualification <sup>15</sup>	
	(clearly mentioning the subject)	

6	• •	ord/ Professional experier verse chronological order e	,	*
S N o	Name of Firm	Designation	Start Date	End Date
1				
2				
3				
:				
:				

7		De	tails of Rel	evant Exp	erience	
S No	Name of Firm	Designati on	Start Date (MM/Y Y)	End Date (MM/ YY)	Role (in not more than 1000 charact ers)	Sector
1						

<sup>&</sup>lt;sup>15</sup> \*For degrees obtained from the accredited foreign Boards/universities, the applicant shall furnish a self-declaration on the academic equivalence to the 'Minimum Educational Qualifications' as defined in Annexure A of the RFP.



7		Details of Relevant Experience										
S No	Name of Firm	Designati on	Start Date (MM/Y Y)	End Date (MM/ YY)	Role (in not more than 1000 charact ers)	Sector						
2												
3												

### **Certification:**

- a. I am willing to work on the Project and I will be available for the entire duration of the Project assignment as required.
- b. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

Place	(Signature and name of
	the Key Personnel)
(Sign	nature and name of the authorized signatory of the Applicant)



#### Form-7:

#### **Proposed Methodology and Work Plan**

The proposed methodology and work plan shall be described as follows:

### 1. Understanding of TOR (not more than two pages):

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

### 2. Methodology and Work Plan (not more than six pages):

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR, including approach, methodology, sampling, criteria for State/UT selection etc. The Applicant will submit the following:

- i A brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Applicant should specify the sequence, locations and timelines of important activities in the form of a Gantt chart, and provide a quality assurance plan for carrying out the Consultancy Services. It may be noted that the following broad topics should be covered by the consultant team during the presentation:
- ii Survey methodology, Methodology for carrying out the assignment including the approach used towards achieving the objectives laid down in the TOR
- iii Sampling Plan,
- iv Criteria for selection of required sample size
- v Field movement plan including details of field team composition/ details of engagement with survey agency, if any
- vi Plan for ensuring data quality while conducting the primary survey
- vii Measures to be adopted for ensuring the quality in the report
- viii Data analysis tool (both for qualitative and quantitative data
- ix Data Analysis Plan- The ways of translating findings from data analysis into recommendations
- x Detailed timelines for carrying out the assignment
- xi Any other relevant information
- xii All the proposed team members (Key Personnel) only must attend and make the presentation.

#### 3. Collaboration with Academic Institutions\* (not more than 2 pages):

The Applicant will submit on how it plans to involve and collaborate with academic



institutions while designing and delivering on the Project. The idea is to strengthen industry-academia-government linkages and foster a collective culture of research, innovation and advancement of knowledge.

\*\*(Universities/academic institutions (hereunder referred to as universities/institutions) should be recognized by University Grant Commission or any State or the Central Government.

Note: Marks can be deducted for writing lengthy and out of context responses.



# APPENDIX-I Form-8:

# **Eligible Assignments of the Applicant**

(Refer Clause 4.2)

# <u>A) Eligible Assignments of the Applicant \*</u>

S N o	Name of the Assign ment	Brief Descri ption of the Assign ment (in not more than 1000 charact ers)	Is the Assign ment a study related to o standar d of living parame ters (including but not restrict ed to?	Is the research/eva luation study for Union/State Government / government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc (Yes/No)	Sample size of the assignm ent (No. of respond ents)	Nam e of the Clie nt & Add ress	t Cate gory (as defin ed in Clau se 3.1.5)	Name & Telepho ne no. of Client's represen tative	Value of assign ment as per the contrac t/ work order/ agreem ent of the Assign ment (in ₹)	Start Date of the Assign ment	End Date of the Assign ment	Descriptio n of Services performed by the applicant (in not more than 1000 characters)
( 1 )	(2)	(3.1)	(3.2)	(3.3)	(3.5)	(4.1)	(4.2)	(5)	(6)	(8)	(9)	(10)
1												



\* The Applicant shall provide requisite supporting documents such as copies of contracts, agreements etc. The value for the assignment should be clearly mentioned in the supporting documents provided. In the absence of supporting documents with requisite details, the assignment will not be considered as an Eligible Assignment.



Form-9: **Deployment of Professional Personnel** 

S.No	Designati	Na		rson s (PD)		Person-Days by Week Numbers																			
•	on	me	On- fiel d	In Offic e	1	2	3	4	5	6	7	8	9	1 0	1	1 2	1 3	1 4	1 5	1 6	1 7	1 8	1 9	2 0	•
1.																									
2.																									
3.																									
4.																									
5.																									
6.																									
7.																									
8.																									
9.																									
To	otal Person d	lays	1	1				ı	ı			ı		ı		ı									



# Form-10:

# **Support Personnel**

	Item of Work/ Work/ To be carried out by Person-Days by Week Number							ber	rs															
S.No.	Activit y	Name	Designatio n	1	2	3	4	5	6	7	8	X   9	1 0	1 1	1 2	1 3	1 4	1 5	1 6	1 7	1 8	1 9	2 0	
1.																								
2.																								
3.																								
4.																								
5.																								
6.																								
7.																								
8.																								
9.																								



# Form-11<sup>16</sup>: Bid Security Declaration Form

(On Applicant's letter head)
(Date and Reference)
To,
Subject: Bid Security Declaration for Evaluation Study of
Dear Sir,
I/We, the undersigned, declare that:
I/We understand that, according to your conditions, proposals must be supported by a Bid Security Declaration.
I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We
(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our proposal during the period of proposal validity specified in the RFP; or
(b) having been notified of the acceptance of our proposal by the Authority during the period of proposal validity (i) fail or refuse to execute the Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to the Applicants.
I/We understand that this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, either upon the earlier of (i) receiving of your notification of the name of the successful Bidder's name; or (ii) thirty days after the expiration of the validity of my/our Proposal
Yours faithfully
(Signature, name and designation of the authorised signatory) (Name and seal of the Applicant/Lead Member)

<sup>16</sup> Applicable as per Clause 1.16.2



(Date and Reference)

(i)

### APPENDIX-I

### Form-12:[1]

### **Letter of Intent for Technical Collaboration**

(Applicable only in the case of a collaboration / consortium / partnership with Universities/Academic Institutions)

(On Applicant's letterhead)

To,											
Subject	: Agreeme	ent for technic	cal collaboratio	on for Evaluation	n Study of						
Dear Si	r,										
partners agree to	With reference to your RFP Document dated										
	1			4							
	2			5							
	3			6							
Details of Previous Experience of the academic institution <sup>[3]</sup> (Maximum 3)											
S. No	Name of Project	Project Undertaken For	Total Value of Project	Sample Size Involved	Duration of Project	Date of Completion of Project					



(ii)			
(iii)			

I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating details related to the collaboration.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
(Name and seal of the Applicant / Lead Member)

(Signature, name and designation of the authorised signatory) (Name and seal of representative of university/ academic institution)



# **Appendix-II:**

## **Financial Proposal**

Form-1:

### **Covering Letter**

(On Applicant's letter head)

(Date and Reference)
To,
Dear Sir,
Subject: Consultancy Services for Evaluation Study ofscheme
I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.
I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.
Yours faithfully,
(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in Appendix-II (Form 1, 2,3) of the RfP.



# (See Clause 2.1.6)

## Form-2:

## **Financial Proposal**

Item No.	Description	Amount (₹)
Α.	PERSONNEL COSTS	
1.	Remuneration for Professional Personnel (inclusive of all personal allowances)	
2.	Remuneration for Support Personnel (inclusive of all personal allowances)	
	Subtotal (A):	
В.	LOCAL COSTS	
1.	Office Rent	
2.	Office Consumables like stationery, communication etc.	
3.	Office Furniture and Equipment (Rental)	
4.	Reports and Document Printing	
5.	Surveys & Investigations	
6.	Miscellaneous Expenses	



	Subtotal (B):
C.	SUBTOTAL OF A+B
D.	OVERHEAD EXPENSES @. % of (C)
Е.	GOODS AND SERVICES TAX
F.	TOTAL (including taxes) (C+D+E) (in ₹) In Indian Rupees

### Note:

- 1. Estimate of Costs for Item A-I and A-II shall be as per Form-3.
- 2. Miscellaneous Expenses in Item B (VI) shall not exceed 15% (fifteen per cent) of the total amount in Item D.
- 3. No escalation on any account will be payable on the above amounts.
- 4. All other charges not shown here and all insurance premia are considered included in the person day rate/ overhead/ miscellaneous expenses.
- 5. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.



## Form-3:

## **Estimate of Personnel Costs**

ID No.	Position	Name	Person- Days (₹)	Total Person- Days	Amount (₹)		
A1 (I). Remuneration for Professional Personnel (inclusive of all personal allowances)							
Total							
A2 (II). Remuneration for Support Personnel (inclusive of all personal allowances)							
Total							
Total:							



## Appendix-III: List of Bid-Specific Provisions<sup>[4]</sup>

### A. Clauses with currency-based footnotes

- 1. Introduction.
- 2. Clause 1.4.1: Conditions of Eligibility of Applicants.
- 3. <u>Clause 1.11</u>: Amendment of RFP.

**Note**: The above footnotes marked — "\$" shall be retained in the RFP for guidance of the Applicants while submitting their respective Proposals.

#### **B.** Schedules with non-numeric footnotes

All non-numeric footnotes marked —"\$" in the Schedules shall be retained in the respective Schedules for guidance of the Applicants while submitting their respective Proposals.

### C. Appendices with non-numeric footnotes

All non-numeric footnotes in the Appendices shall be retained in the respective Appendices for guidance of the Applicants. These shall be omitted by the Applicants while submitting their respective Proposals.

### D. Schedules and Appendices with blank spaces

All blank spaces in the Schedules and Appendices shall be retained in the RFP. These shall be filled up when the format of the respective Schedule or Appendix is used.

- [1] Separate signed LOIs to be submitted for each collaboration at the technical proposal submission stage and hard copies to be submitted prior to the award of contract.
- [2] Indicative activities for involvement of academic institutions: Report writing, Data Collection, Data Analysis, Field Work, Data Quality assurance mechanism, Independent Referee for the evaluation report, etc.
- [3] This information is sought by DMEO to understand the existing level of M&E capacity of the academic institution. In the longer run, DMEO intends to strengthen the core M&E ecosystem of which the Universities/Academic Institutions are critical stakeholders.
- [4] This Appendix-III contains a list of Clauses, Schedules and Appendices that would need to be



suitably modified for reflecting bid-specific provisions. This Appendix-III may, therefore, be included in the RFP document to be issued to prospective Applicants