



सत्यमेव जयते
NITI Aayog



Selection of Technical Consultant

Request for Proposal (RfP)

Organisation Evaluation of National Agricultural Cooperative
Marketing Federation of India Ltd (NAFED).

File No. I-19011/08/2023-DMEQ

September 2025
Government of India

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I-19011/08/2023-DMEO

Government of India
NITI Aayog
Development Monitoring and Evaluation Office
Sansad Marg, New Delhi -110001

Invitation for Proposals

Date: 14/01/2026

Subject: Request for Proposal (RFP) for **Organisation Evaluation of National Agricultural Cooperative Marketing Federation of India Ltd (NAFED).**

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 Organisation Evaluation of National Agricultural Cooperative Marketing Federation of India Ltd, details of which have been provided in the RFP document.

DMEO, NITI Aayog invites proposals for this assignment, from national/international 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 **5th February, 2026 (Thursday)**, Time: **1700 hours (5:00 PM)**. 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
Development Monitoring & Evaluation Office
(DMEO) Room No-431, NITI Aayog, Sansad Marg
New Delhi, 110001
Email: dmeoeval-niti@gov.in

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,

- vi. assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
- vii. 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.
- viii. 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.
- ix. The selection Process shall be governed by the dispute settlement mechanisms (DSM) (Manual for Procurement of Consultancy and Other Services, June 2022).
- x. 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
DMEQ	Development Monitoring and Evaluation Office
FGD	Focus Group Discussion
GeM	Government e-Marketplace
KII	Key Informant Interview
NGOs	Non-Government Organization
R.E.	Revised Estimates
RFP	Request for Proposal
TIS	Tender Information Summary

Glossary for RFP

Applicant	As defined in RFP Clause
1.2.1 Authorized Representative	As defined in RFP Clause
1.12.2(d) Authority	As defined in RFP Clause
1.1	
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
Consultant	As defined in RFP Clause 1.1(b)
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 Personnel	As defined in RFP Clause 1.13.6
Proposal	As defined in RFP Clause 1.2
Proposal Due Date or PDD	As defined in Tender Information Summary
Selected Applicant	As defined in RFP Clause 4.5.2
Selection Process	As defined in RFP Clause 1.2.2
Sole Firm	As defined in RFP Clause 1.2.1
Support Personnel	As defined in RFP Clause 1.13.6
Team Leader	As 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 <u>4.2</u>
Effective Date	As defined in Schedule-2 Clause 1.1.1(g)
Final Evaluation Report	As specified in Schedule-1 Clause <u>4.2</u>
Inception Report	As specified in Schedule-1 Clause 4.2
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 Details		
1.1.	Tender Title/ Name of Assignment	RfP for Organisation Evaluation of National Agricultural Cooperative Marketing Federation of India Ltd/ Selection of Technical Consultant
1.2.	File Number	I-19011/08/2023-DMEO
1.3.	Tender Type	RFP-Open Tendering
1.4.	Tender Category	Services
1.5.	Proposal Submission	Two Separate Proposals viz Technical & Financial be submitted on GeM Portal
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

1.1 4	Tender Inviting Authority (TIA)	DG DMEQ- NITI Aayog
1.1 5	Office Address & Communication for Correspondence	Shri Ashish Diwan Economic Officer Development Monitoring & Evaluation Office (DMEQ) Room No-431, NITI Aayog, Sansad Marg New Delhi, 110001 Email: dmeoeval-niti@gov.in
2.0. Critical Dates		
2.1.	Publication on RFP on GeM Portal	14/01/2026 (Wednesday)
2.2.	Pre-Proposal Queries	Yes
2.3.	Last date for Receiving queries /clarification	27/01/2026 (Tuesday)
2.4.	i.Mode & Address for submission of Pre-Proposal Conference ii.Link of Pre-Proposal Conference	i.Email: dmeoeval@niti.gov .in ii https://forms.gle/DAi4Q4puNFwrE8Ki6
2.5.	Pre-Proposal Conference, Date, Time & Venue	27/01/2026 (Tuesday), 11.00 AM Link: https://dmeo.webex.com/dmeo/j.php?MTID=md8ab992ec305d1ac24f7e2e5bad3952e Venue: NITI Aayog
2.6.	Authority response to Queries	29/01/2026
2.7.	Proposal Due Date (PDD)/Last date ¹	05/02/2026, 05.00 PM
2.8.	Opening of Technical Proposals date & Time	09/02/2026

¹ \$ 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.

2.9.	Proposal Validity (Days from the date of Proposal Opening)	90 Days
3.0 Terms of Reference		
3.1	Period of Contract	6 Months
3.2.	Service Details:	As per Terms of Reference / Scope of Work.
4.0 Documents relating to Bid Security and Performance Security		
4.1.	Bid Security (EMD) Amount in INR:	Rs 3 Lakhs
4.2.	Performance Security	3% of the Award Value
4.3.	Bid/ Performance Security to be addressed/ in favor of:	PAO, NITI Aayog
4.4.	Form of Bid/ Performance Security	Refer Checklist of documents
4.5.	Payment Schedule	Inception report = 20% Mid-term report =30% Draft report = 30% Final report =20%
5.0 Critical URL Links		
A	Appendix I (Technical Proposal)	
5.1	Letter of Proposal	<i>Form-1</i>
5.2.	Particulars of Applicant	<i>Form-2</i>
5.3	Statement of Legal Capacity	<i>Form-3</i>
5.4	Power of Attorney	<i>Form-4</i>

5.5.	Financial Capacity of the Applicant	<i>Form-5</i>
5.6	Particulars of Key Personnel	<i>Form-6</i>
5.7	Proposed Methodology & Work Plan	<i>Form-7</i>
5.8	Eligible Assignments of the applicant	<i>Form-8</i>
5.9	Deployment of professional Personnel	<i>Form-9</i>
5.10	Support Personnel	<i>Form-10</i>
5.11	Udyam Certification	<i>UDYAM Certification for MSME Applicant</i>
5.12	Letter of Intent for Technical Collaboration	<i>NA</i>
B	Appendix II (Financial Proposal)	
5.13	Covering Letter	<i>Form-1</i>
5.14	Financial Proposal	<i>Form-2</i>
5.15	Estimated Personnel Cost	<i>Form-3</i>
C.	Documents of LOA	
5.16	Form of Agreement	<i>Schedule-2</i>
5.17	Terms of Reference	<i>Schedule 1 of the RFP</i>
5.18	Deployment of Personnel	<i>Appendix I Form 9</i>

5.1 9	Estimate of Personnel Costs	<i>Appendix II Form 3</i>
5.2 0	Cost of Services	<i>Appendix II Form 2</i>
5.2 1	Payment Schedule	<i>Schedule 2 Annex 5</i>
5.2 2	Bank Guarantee for Performance Security	<i>Schedule 2 Annex 6</i>
5.2 3	Judicial Stamp Paper	<i>To be appended with Form of Agreement</i>
5.2 4	Guidance Note on Conflict of Interest	<i>Schedule-3</i>

Checklist of documents

01. Documents to be uploaded on GeM Portal online on or before PDD:		
1.1.	Technical Proposal	As per Appendix-I, Form 1-12 (available on DMEQ website)
1.2.	Financial Proposal	As per Appendix-II, Form 1-3 (available on DMEQ)
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 upto 5 days after PDD.
2.2	Power of Attorney	To be submitted before the award of Contract (Appendix-I Form-4 as available on DMEQ website)
03. Documents to be submitted offline on signing of Contract:		

3.1.	Performance Security (3% of Award 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 Schedule 2 Annex 6 (available on DMEQ Website)
3.2.	Form of Agreement	Schedule-2 (as available on DMEQ 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) on GeM Portal. The Technical Proposal shall be submitted in the form as per Appendix- I (as available on DMEQ website) and the Financial Proposal to be submitted in the form as per Appendix-II (as available on DMEQ website) . The Forms to be uploaded on GeM can be accessed on DMEQ Website <https://dmeq.gov.in/tenders>. 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 DMEQ 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 Appendix 1 of RFP:

S. No	Key Personnel	Minimum Educational Qualifications	Years of Experience	Relevant Experience
1	Team Leader	MBA in Marketing or Supply Chain Management.	15 years	At least 5 years in the last 10 years immediately preceding the date of submission of application in handling evaluation/ assessment/ research studies or projects in the social sector/agricultural sector.
2.	Supply Chain management	MBA or equivalent	10 years	At least 5 years of relevant work experience in Livelihoods, Value

	specialist	degree in Supply Change Management or logistics or Agri business		chain, market linkages or related sectors.
3	Agricultural Economist/ Economist/ Policy/ Governance Expert	Master's Degree (or equivalent) in Agricultural Economics, Agribusiness Management, or Cooperative Studies.	10 years	At least 4 years of relevant experience in financial and economic analysis of agricultural markets, cooperatives, or agribusiness enterprises, including some experience in cost-benefit analysis, financial sustainability assessments, or policy impact evaluations
4	Organization al Behaviour expert	MBA/Master's degree (or equivalent) in Organizational Behaviour Business Administration.	7 years	At least 4 years of relevant work experience in Organizational Assessment in financial audit/efficiency or related fields.
5	Junior Researcher	Master's Degree (or equivalent) in Agricultural Economics, or Development Studies.	5 years	At least 2 years of relevant experience in financial and economic analysis of agricultural markets, cooperatives, or agribusiness enterprises.

The responsibilities to be undertaken by the Key Personnel during the course of the evaluation study are outlined in Appendix 1.

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 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 Auditors² stating its Annual Turnover/Total Revenue³ for the preceding 3 (three)

² 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

³ Turnover of university means Revenue from all sources + Grant in Aid

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 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 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 dmeo.eval@gmail.com 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 <https://dmeo.gov.in>

- 1.11.2. All such amendments shall be posted on the GeM portal <https://gem.gov.in/> 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 DMEQ 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 **Tender Information Summary**.

- 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 “Organisation Evaluation of National Agricultural Cooperative Marketing Federation of India Ltd (NAFED)”

- 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 Condition 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 DMEQ <https://dmeo.gov.in/tenders>. 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. 3 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 for 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. 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. Universities/academic institutions (hereunder referred to as 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 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 pre-qualified 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 deviation⁴ in the Agreement.

3.6. Proprietary Data

All documents and other information provided by the Authority or submitted by an

⁴ “Deviation” refers to any departure from the term and conditions specified in the RFP document.

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 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:

$$ST = 100 \times T / T_{Max} \text{ (T = absolute score of Technical Proposal)}$$

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 5 assignments* can be submitted by the applicant. ⁵

⁵ With respect to the Scoring Criteria mentioned in Clause 3.1.4 (1 (a) and 1 (c)), it is clarified that while considering the

S. No.	Parameter	Maximum Marks	Criteria
	Experience of the Applicant		<p>(a) Sample size of eligible assignments of the applicant (10 marks). The marks will be allocated based on the following:</p> <p>Each eligible assignment with survey sample size of:</p> <ul style="list-style-type: none"> • 500-600 respondents: 1 mark • >600-700 respondents: 1.5 mark • >700-800 respondents: 2 mark⁵ <p>(b) Average annual total revenue/turnover of the applicant (10 marks)</p> <ul style="list-style-type: none"> • ₹3 crore to ₹ 5 crores: 8 marks • > ₹5 crore to ₹ 7 crores: 9 marks • > ₹ 7 crores: 10 marks <p>(c) Value of Eligible Assignments (10 marks). The marks will be allocated based on the following:</p> <p>Each eligible assignment with value:</p> <ul style="list-style-type: none"> • ₹5 Lakhs to ₹10 Lakhs: 0.8 mark • > ₹10 Lakhs to ₹20 Lakhs: 0.9 mark • > ₹20 Lakhs: 1 mark

5 eligible assignments the relevant experience of all the members of the consortium including the Lead Member would be considered for scoring. However, the Lead Member must fulfill a minimum of 40 percent of the total number of eligible assignments submitted by the Consortium (details to be filled at Appendix I Form 8 of the RFP), and the remaining can come from one or more of the other consortium members. Also, with regard to the Scoring Criteria mentioned in Clause 3.1.4 (1 (b)), in case of a consortium, will consider the annual revenue of the Lead Member only (details to be filled at Appendix I Form 5 of the RFP) for scoring.

Number of Consortium Members: It is also clarified that for consortium, a maximum of four (4) consortium members (including the Lead Member) are allowed.

S. No.	Parameter	Maximum Marks	Criteria
2.	Proposed Methodology and Work Plan	40	<p>Evaluation will be based on the quality of submissions, as per Appendix-I Form-7, & Form-12 and the presentation made by the Applicant⁶.</p> <p>Proposed Methodology and work Plan (40 marks)</p> <ul style="list-style-type: none"> • Understanding of ToR • Methodology and Work Plan • Quality of Presentation. • Response to Queries
3.	Relevant Experience of Proposed Key Personnel of the Applicant	30	<p>1. Team leader (Maximum Marks 8)</p> <p>05 to 07 years: 6marks</p> <p>>07 to 9 years: 8 marks</p> <p>More than 9 years: 10 marks</p> <p>2. Agricultural / Cooperative Governance Expert - Project Manager (Maximum Marks 7)</p> <p>3 years to 5 years: 6 marks</p> <p>>5 to 7 years: 7 marks</p> <p>More than 7 years: 8 marks</p> <p>3. Financial & Agricultural Economist (Maximum Marks 6)</p> <p>3 to 5 years: 4 marks</p> <p>>5 to 7 years: 5 marks</p> <p>More than 7 years: 6 marks</p> <p>4. Organizational Behaviour expert (Maximum Marks 6)</p>

⁶ 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 Project Manager during presentation, the proposal may be 5 by the Authority.

S. No.	Parameter	Maximum Marks	Criteria
			3 to 5 years: 4 marks >5 to 7 years: 5 marks More than 7 years: 6 marks 5. Junior Researcher (Maximum Marks 3) 2 to 3 years: 1 marks >3 to 5 years: 3 marks
	Total	100	

* In case the applicant submits more than ten assignments, only first 5 assignments will be considered for evaluation

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**”):

- In case the applicant submits more than 5 assignments, only first five assignments will be considered for evaluation
- Assessment/ research/ evaluation study in organizational assessment/ organizational development/ social audits conducted for Union/ State Government/ regulatory commission/ tribunal/ bilateral agencies/ multilateral agencies/ statutory authorities/ public sector entities/ leading private sector organisations in India covering a minimum sample size of **500 respondents**.
- Provided that the Eligible Assignments have been completed in the 8 (eight) financial years preceding the PDD.
- Provided that the value of each eligible assignment submitted by the Applicant is at least Rs. 5 Lakhs.
- 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:

$$SF = 100 \times FMin/F \text{ (F = amount of Financial Proposal)}$$

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 anti-competitive 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.

Schedules

Schedule 1

Terms of Reference (TOR) for

**Evaluation of National Agricultural Cooperative Marketing Federation
of India Ltd. (NAFED)**

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED)

Terms of Reference

1.0 Introduction:

The **National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED)** was established on **October 2, 1958**, and is registered under the **Multi-State Co-operative Societies Act**. The organization's vision is to **promote cooperative marketing of agricultural produce** for the benefit of farmers. Agricultural farmers are the primary members of NAFED and are empowered to constitute the **General Body** of the Federation.

2.0 Objectives

The objectives of NAFED are to organize, promote, and develop the marketing of agricultural, horticultural, and forest produce; facilitate the processing and storage of agricultural goods; distribute agricultural machinery, implements, and other inputs; and undertake inter-state, import, and export trade. The organization also provides technical guidance in agricultural production, thereby promoting the collective functioning of its members, partners, associates, and cooperative marketing, processing, and supply societies across India.

2.1 NAFED Business Operations

NAFED's business activities encompass the following components:

1. Government (PSS/MIS)

- a. NAFED implements key government schemes to stabilize agricultural markets, including:
 - i. **Price Support Scheme (PSS):** The Price Support Scheme is implemented by NAFED and other designated agencies to procure pulses, oilseeds, and copra directly from farmers at the **Minimum Support Price (MSP)** to protect them against distress sales and ensure fair returns.
 - ii. **Price Stabilization Fund (PSF) Scheme:** The Price Stabilization Fund aims to **stabilize the prices of essential commodities**, such as pulses, onions, and potatoes, by **maintaining buffer stocks** and **intervening in the market** through procurement and distribution, thereby protecting consumers and farmers from price volatility.
2. **Pulses & Oilseeds:** NAFED, as the central nodal agency for 16 notified commodities including pulses, oilseeds, and cotton, undertakes large-scale procurement under the Price Support Scheme (PSS) when market prices fall below the Minimum Support Price (MSP). In FY 2022-23, it procured 30.44 lakh MT of pulses and oilseeds worth about ₹17,120 crore, and an additional 0.15 lakh MT under the Price Stabilization Fund (PSF) valued at ₹91 crore. To meet domestic demand, it also imported 40,383 MT of pulses worth ₹300 crore. Profits from PSS operations are credited to the Government of India, while any losses are reimbursed. NAFED also maintains buffer stocks of key commodities such as pulses and onions to help stabilize market prices.
3. **Food Grain:** Under its Food Grains vertical, NAFED undertakes decentralized procurement (DCP) of foodgrains such as paddy and wheat on behalf of the FCI and state governments. In

FY 2022-23, it procured 1.45 lakh MT of paddy worth approximately ₹282.8 crore in states like Assam and West Bengal. This vertical supports the implementation of government food security and PDS programs through NAFED's extensive cooperative network and procurement infrastructure.

4. **Horticulture:** NAFED's Horticulture vertical focuses on fruits, vegetables, onions, and other horticultural produce. It carries out market interventions by procuring from surplus areas, maintaining buffer stocks, and releasing produce in deficit or low-price regions to stabilize prices. In FY 2022-23, it procured 2.69 lakh MT of onions (~₹385.73 crore) from Maharashtra, Gujarat, and MP through cooperatives, FPOs, and FPCs. The vertical also supplies essential items like onions, potatoes, and eggs during periods of market volatility to protect consumer interests.
5. **Outright Business:** NAFED's Outright Business vertical involves direct purchase and sale of agricultural commodities outside government schemes, including commercial trading. It encompasses joint ventures, agency and consignment operations, and outright sales under Internal Trade. This vertical allows NAFED to leverage market opportunities, buying from surplus or distressed markets and selling in deficit areas to optimize prices and support market stability.
6. **Institutional Supply:** NAFED's Institutional Supply vertical delivers procured commodities to institutions like the Armed Forces, PDS, Mid Day Meal (MDM), ICDS, and other welfare schemes. Using buffer or procured stocks, it meets institutional demand during shortages, disasters, or subsidy operations, while also ensuring stable markets and demand for farmers' produce.
7. **Internal Trade:** Also known as **Domestic Trade**, this includes outright business, joint ventures with member federations/societies, agency and consignment business, and implementation of government schemes such as the **Price Support Scheme (PSS)**, **Price Stabilization Fund (PSF)**, and **Market Intervention Scheme (MIS)**. NAFED also supplies essential commodities such as onions, potatoes, and eggs during periods of scarcity or price fluctuations.
8. **International Trade:** manages the **export and import of agricultural commodities** such as pulses and oilseeds to balance domestic supply and demand. In FY 2022-23, it imported pulses like Toor, Masoor, and Urad to supplement domestic needs, while also handling export partnerships, cross-border trade, and regulatory compliance to leverage global markets for Indian produce.
9. **Retail Business** operates "NAFED Bazaar" and direct-to-consumer outlets, marketing groceries, seeds, and organic produce under its brand. It also engages in consignment, e-commerce, and institutional retail sales, helping reduce intermediaries and provide better margins to farmers.
10. **Jute:** NAFED's **Jute** vertical procures and markets jute and jute products in major cultivation states, acting as a **nodal aggregator** to ensure stable markets for farmers and facilitate supply to mills and end-users.
11. **Seed Business:** NAFED is engaged in the **production and distribution of certified seeds** and has been recognized as one of the **Central Seed Production Agencies** by the **Department of Agriculture, Cooperation, and Farmers Welfare**, Government of India.

It empanels seed producers, maintains quality standards, and distributes seeds to farmers, states, and institutions, thereby supporting agricultural productivity.

- 12. Bio-Fertilizers:** NAFED's Bio-Fertilizers vertical produces and distributes bio-fertilizers, promoting their use through its cooperative network to support sustainable agriculture and reduce reliance on chemical fertilizers.
- 13. Organic Farming** promotes organic agriculture by connecting producers to markets, facilitating certification, aggregation, and marketing of organic produce, while supplying compatible inputs and supporting farmer outreach in organic practices.
- 14. Climate Resilient Innovations (CRI):** NAFED's Climate Resilient Innovations (CRI) vertical promotes innovative practices and technologies to enhance agriculture's resilience to climate shocks, including climate-smart interventions, water management, resilient crop varieties, and risk mitigation in procurement operations.
- 15. Farmers Outreach & Facilitation (FOF):** NAFED's Farmers Outreach & Facilitation (FOF) vertical engages farmers through awareness campaigns, training, and scheme support, acting as a bridge between NAFED and grassroots farmers, societies, and FPOs to ensure smooth procurement, input access, and benefit delivery.
- 16. Property & Industrial Units:** NAFED's Property & Industrial Units vertical manages real estate, warehouses, cold storages, offices, and industrial units. Some assets are used internally, while others are leased to generate non-core revenue, supporting asset leverage, cost efficiency, and income diversification.
- 17. Industrial Activities**
 - a. NAFED's industrial operations are conducted at the following locations:
 - i. **NAFED Seed and Bio-Fertilizer Division**, Indore
 - ii. **Cold Storage**, Delhi etc
 - iii. **NAFED Warehousing and Processing Industries**, Vashi
 - iv. **NAFED Pre-Cooling and Cold Storage**, Pimpalgaon (Nashik)
 - v. The Federation owns **17 freehold** and **25 leasehold properties**, including offices, godowns, industrial units, plots, and cold storages. Vacant spaces are leased or rented for productive use.

2.2 Budget NAFED

NAFED's 68th Annual General Meeting (AGM), held on September 26, 2025, reported a total turnover of ₹26,946.59 crore and a net profit of ₹565.22 crore for the fiscal year 2024–25.

2.3 Purpose of the evaluation study

The purpose of the study is to assess NAFED's organizational functioning across its core and non-core activities, focusing on areas such as finance, human resources, logistics and supply chain management, roles and responsibilities of senior officers, standard operating procedures and policy frameworks, training and capacity building initiatives, information technology systems, vigilance mechanisms, ongoing business operations, and prospective business ventures.

2.4 Objectives of the evaluation study:

2.4.1 Organizational Mandate, Structure and Governance

1. To evaluate the relevance and alignment of NAFED's mandate and objectives in the context of government's priorities for farmer welfare, cooperative development and market stabilization and Sustainable Development Goals (SDGs).
2. To examine the effectiveness of NAFED's organizational structure, internal governance mechanisms, and inter-departmental coordination in supporting efficient decision-making and goal achievement.
3. To assess the adequacy of human resource systems, leadership practices, and administrative procedures in enhancing institutional performance and accountability.

2.4.2 Operational Efficiency and Performance

1. To assess the operational effectiveness and outreach of NAFED's core⁷ and non-core⁸ functions, including procurement, marketing, trade, processing, and storage of agricultural, horticultural, and forest produce.
2. To review the performance of NAFED's verticals and their respective contributions to organizational goals.
3. To evaluate the adequacy and efficiency of physical infrastructure, logistics systems/ supply chain management, and operational processes to identify areas for improvement.

2.4.3 Financial Efficiency and Sustainability

1. To analyse NAFED's financial management systems, funding mechanisms, revenue streams, and expenditure efficiency.
2. To assess the organization's financial processes and capacity to support major government schemes such as Price Support Scheme, Price Stabilization Fund, Market Intervention Scheme, Decentralized Procurement and National Animal Disease Control Programme and all other interventions (core and non-core activities).
3. To evaluate NAFED's capability to balance financial sustainability with its farmer welfare mandate.

2.4.4 Innovation, Technology and Data Systems

1. To assess NAFED's initiatives in promoting innovation, research and development (R&D)⁹ to support its core functions, collaborations and partnerships for developing innovative solutions, and the adoption of digital and technological solutions.
2. To examine how these initiatives have improved operational workflows, service delivery, and stakeholder engagement.

⁷ Pulses & Oilseeds, Seeds business, Food Grain, Horticulture, Outright Business, Institutional Supply, International Trade, Seed Business, Farmer Outreach & Facilitation (FOF) and Cooperative Development.

⁸ Organic farming, Honey corridor, Climate resilient initiatives (CRI), Property and industrial units, Bio-fertilizers and Jute.

⁹ R&D of NAFED includes organic and sustainable farming, biofertilizer and seed innovation, promotion of technology in Agri-marketing, Innovations in retail and Consumer awareness initiatives.

3. To evaluate NAFED's data management systems¹⁰ including data preparedness, data-driven outcomes, data generation and quality, data security and data policy and standards.

2.4.5 Capacity Development and Institutional Strengthening

1. To evaluate the adequacy and effectiveness of NAFED's training, professional development, and capacity-building initiatives for staff across levels.
2. To assess NAFED's role in enhancing the institutional, managerial, and operational capacities of cooperatives, Farmer Producer Organizations (FPOs), and allied partner institutions.

2.5 Scope of Services

Field Study including beneficiary surveys, key informant interviews, focus group discussions. The following activities shall also be considered to be a part of the scope of services for field study.

- i. Finalization of the questionnaires/ discussions guides for Key informant interviews, Focus group discussions and interview guides for In-depth interviews in consultation with DMEQ.
- ii. Preparation of the analysis plan and evaluation matrix.
- iii. Pre-testing and finalising the required tools with the approval of DMEQ.
- iv. Establishment of a managerial structure for field operations for efficient handling of the project.
- v. Recruitment of investigators and training/capacity building of the field investigators.
- vi. Putting in place appropriate IT hardware and application software for data collection and management.
- vii. Collecting and compiling the quality data from selected areas.
- viii. High quality data management and adherence to quality assurance mechanisms as per agreed protocols, plans and schedules.
- ix. Data verification (back check of at least 5% of data collected).
- x. Collation and data cleaning.
- xi. Running data analysis and submitting cross-tabulations/summarizations.
- xii. Preparation of draft report and conducting stakeholder consultations.
- xiii. Submission of final report and dissemination of the key findings.
- xiv. Incorporating concurrent feedback of DMEQ.

2.6 Methodology

Reference period of the study:

- i. **2020-21 to 2024-25** -for Secondary research
- ii. **2022-23 to 2024-25:** for Primary research

The study follows a mixed-method evaluative research design, utilizing primary and secondary data and combining qualitative and quantitative approaches.

2.6.1 Secondary Research

The data and methods will involve review of

- i. National, State Level and International sector documents; guidelines and other associated documents.

¹⁰ The Consultant may utilize relevant aspects of DMEQ's DGQI questionnaire for reference.

- ii. Financial data on allocation and expenditures of NAFED;
- iii. Annual reports of NAFED;
- iv. CAG reports, Parliamentary Standing Committee Reports, Survey data, NCDC Reports, RTI disclosures etc.
- v. Articles/research papers of peer-reviewed journals;
- vi. Internal documents of NAFED - Financial statements, Manuals/SOPs, MoUs internal policy documents, such as HR Policy etc.

2.6.2 Primary Research- Data Collection Instruments

1. **KIIs – Minimum 90 Key Informant Interviews** with individual officials and institutional representatives at national, regional, state and district levels, FPO/Coop leaders; sector experts.
2. **FGDs- Minimum 155 FGDs** with groups of farmers / FPO members, procurement centre staff; typically, 10-12 participants per FGD.
3. **Facility surveys- Minimum 31** NAFED-managed/associated infrastructure: godowns, warehouses, cold storages, processing units, bio-plants, honey/jute centres, seed/biofertilizer units.
4. **Stakeholder surveys- Minimum 1000 surveys** with farmers and cooperative society actors. Stratified by farm-size (marginal, small, medium), gender (target $\geq 20\%$ women) and social group (ensure SC/ST representation where relevant).

2.7 Sampling:

2.7.1 Sampling approach (overview)

A mixed sampling approach will be used:

- a) **Purposive sampling** for high-level KIIs (national/state officials, sector experts) to ensure inclusion of key decision-makers and knowledge holders.
- b) **Stratified random sampling** for beneficiary surveys and FGDs to ensure representation across zones, state, and farm-size categories.
- c) **Cluster sampling** for facility surveys and field-level FGDs (clusters = regional office / sub-office catchment areas or mandis).
- d) **Quota rules** (minimum numbers by category/zone) to ensure geographic and social (gender, SC/ST) representation.

2.7.2 Geographic coverage (sample states & offices)

The sample states have been selected to ensure balanced representation across NAFED's Four zones, with one regional office and Four branch office represented from each zone, and a UT. The scope of assessment in these states shall extend to the catchment areas served by these regional and sub-offices and shall include KIIs, FGDs and stakeholder surveys across the offices and catchment areas. In addition, certain states have been purposively selected to assess NAFED's specialised facilities and functional areas, such as organic farming, bio-fuel units, and jute processing facilities, to enable a holistic understanding of NAFED's operations, functional effectiveness, and overall institutional performance. The states to be covered in the evaluation study across the four NAFED zones are

indicated below.

Table 1: List of states to be covered in the Evaluation Study

	States to be surveyed with regional and sub-offices and their catchment areas			
S. No.	Zone	States/ UT	Regional Office	Sub-office
1.	North	Chandigarh (UT)	Chandigarh	
2.		Rajasthan		Sri Ganganagar
3.	West	Gujarat	Ahmedabad	Rajkot
4.		Madhya Pradesh	Bhopal	
5.	East	Assam	Guwahati	
6.		Jharkhand		Ranchi
7.	South	Karnataka	Bangalore	
8.		Andhra Pradesh		Vijayawada
	Additional States with specific facilities to be surveyed			
	Zone	States/UT	Facility to be surveyed	
9.	North	Uttar Pradesh	Organic farming	
10.	West	Maharashtra	Cold storages	
11.	East	West Bengal	Jute facility	

(Regional & sub-office list; field selection will be finalized after desk review and availability check.)

2.7.3 Sample sizes

a. KIIs:

Following NAFED's three-tier structure (consisting of Primary Cooperatives at the bottom, State Level Cooperatives in the middle and NAFED at the top), minimum of 90 KIIs is proposed at the Head quarter, Branch offices, Sub-offices of NAFED, MoAFW, Mo Cooperation, MoTA, MoCA, MoFP, state apex body, state level officials, district level officials and primary cooperatives, Major

procurement centers/Mandis. The indicative sampling frame for the KIIs is given below.

Table 2: Indicative list of Minimum number of KIIs¹¹

Tier	Stakeholder Category	Sample	Stakeholders to be Consulted
National (Apex Level)	NAFED Board of Directors	5	Chairman, Managing Director, Executive Committee Members, Business Committee Members and any other relevant officials.
	Departmental Heads at NAFED HQ	5	General Manager (Procurement), General Manager (Marketing), General Manager (Finance), General Manager (International Trade), Head (Quality Control), Head (Warehousing) and any other relevant officials.
	Policy/Oversight Agencies	5	Joint Secretary (Ministry of Cooperation), Joint Secretary (Department of Agriculture & Farmers Welfare), Managing Director (NCDC), Director (NCUI) and any other relevant officials.
	Associated Institutions	5	Managing Director (FCI), Managing Director (TRIFED), General Manager (NABARD) and any other relevant officials.
	Think tanks Experts and Evaluators	5	Senior Agricultural Economist, Lead Auditor (Cooperative Sector), Independent Evaluation Consultant and any other relevant officials.
State (Middle Tier)	State Cooperative Federations (MARKFED)	5	Managing Director of MARKFED in the sample states, General Manager (Procurement), General Manager (Finance), Manager (NAFED/State Government Procurement) and any other relevant officials.
	State-level NAFED Offices	5	General Manager, Manager and Deputy Manager at regional and sub-offices and any other relevant officials.

¹¹ The list of officials and stakeholders is provided in the table below and is not exhaustive. The consultant may add more stakeholders to the list based on findings from secondary research and meta-analysis

Tier	Stakeholder Category	Sample	Stakeholders to be Consulted
	State Govt. Departments	5	Joint Director (Agriculture Marketing), Deputy Registrar (Cooperatives), Managing Director (State Civil Supplies Corporation) and any other relevant officials.
	District Administration	5	District Magistrate, District Agriculture Officers, Block Agriculture Officers and any other relevant officials
	Partner Projects	5	Project Director (FPO/CBBO projects under NAFED), State Coordinator (KVK/Agri University liaison) and any other relevant officials.
Primary (Base Tier)	Primary Cooperatives	10	Chairperson, Manager of Primary Agricultural Cooperative Marketing Society, Secretary of the Processing Society and any other relevant officials.
	Farmer Groups/FPOs	10	CEO (FPO), President (Producer Cooperative), Treasurer/Executive Member at Cluster-based organizations any other relevant officials.
	Local Market and Logistics Actors	10	Secretary (APMC), Mandi officials, Local Warehouse Manager, Transport Contractor, Quality Assessor and any other relevant officials.
	Grassroots Beneficiaries	10	Representative Farmers, Self-help Group Leaders, Cooperative Members benefited from NAFED's procurement initiatives and any other relevant officials.
	Total	90	

b. FGDs:

A minimum of 155 Focus Group Discussions (FGDs) is proposed under the study. The participants will include key stakeholders associated with NAFED, such as members of Farmer Producer Organizations (FPOs), farmer associations, cooperative societies, mandi officials, and procurement agents engaged in operations. The indicative sampling frame for the KIIs are given below.

Table 3: Indicative List of Minimum number of FGDs

S. No.	NAFED initiatives to be covered	No. of FGD Samples	Stakeholders
1.	Farmer Producer Organizations	80	The participants must include Marginal, small, semi - medium, medium and large farmers (20% of women farmers must be taken), SC/STs and Self-Help Groups.
2.	Procurement centres	30	
3.	Cooperative Societies at State, district level and Primary Level	30	
4.	Cooperative or farmer-owned Agricultural marketing companies	10	
5.	NAFED Warehouse/ Godown staff	5	
	Total	155	

c. Facility Surveys:

A minimum of 31 facility surveys shall be carried out across NAFED's operational establishments, including industrial plants, warehouses, cold storage units, logistics hubs, honey and jute centres, seed production units, bio-fertilizer plant, organic farming sites, and other facilities managed through its regional and sub-offices. These surveys will assess the sufficiency and operational efficiency of existing infrastructure, focusing on areas such as capacity usage, equipment condition, maintenance systems, safety and hygiene levels, and workflow arrangements. The purpose is to pinpoint infrastructural or procedural shortcomings that may influence productivity, quality standards, or cost efficiency. The list of facilities that shall be surveyed is given below.

Table 4: Indicative List of Minimum number of Facility Surveys

Type of facility	Number of facilities to be surveyed	Location
Godowns	5	Any godown located in the vicinity of regional and sub-office in the sample states.
Warehouses (Central and state level)	5	Any warehouse located in the vicinity of regional and sub-office in the sample states.
Cold Storage	2	Nasik, Mumbai.
Processing Unit	2	Chandigarh, Guwahati.

Biofuel plant	1	Ahmedabad.
Honey centres	3	Any 3 facilities, subject to the availability in the vicinity of regional, sub-office in the sample states.
Jute facility	1	West Bengal.
Organic farming sites	1	Uttar Pradesh.
Logistic hubs	8	One at each regional and sub-offices.
Seed production	2	Any 2 facilities, subject to the availability in the vicinity of regional, sub-office in the sample states.
Bio-fertilizer	1	Ahmedabad
Total	31	

d. Stakeholder surveys:

The stakeholder surveys shall be designed to capture insights into NAFED's supply chain operations across key spatial locations, namely, mandis and warehouses/godowns located in the catchment areas of sample regional and branch offices selected . The surveys will cover both supply-side and demand-side stakeholders as detailed below

1. **Supply-side stakeholders:** Individual farmers who have transacted with NAFED or are members of FPOs supported by NAFED
2. **Demand-side stakeholders:** Representatives of cooperative societies or state marketing federations responsible for procurement from mandis on behalf of NAFED. stakeholders involved in logistics and transportation of produce to NAFED warehouses/godowns.

The indicative list is provided in the table below. The states selected based on regional and sub-offices selected for representatives from each of the 4 zones classified under NAFED. The indicative list for stakeholder surveys is given below.

Table 5: Indicative List of Minimum number of Stakeholder Surveys

		Supply-side	Demand-side	
S. No.	State	No. of Farmers	No. of Cooperative Society Actors at Mandis	No. of Cooperative Society Actors at Warehouses
1	Gujarat	90	45	45
2	Madhya Pradesh	100	50	50
3	Karnataka	70	35	35
4	Assam	50	25	25
5	Rajasthan	80	40	40
6	Jharkhand	40	20	20
7	Andhra Pradesh	70	35	35
Total		500	250	250

3. Mechanisms to ensure Data Quality

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

- The field investigators to be engaged for conducting the key informant interviews and FGDs should have at least 3 years of experience in conducting similar surveys/interviews. A 2-step training (classroom and then on-the-field training) should be conducted for all field investigators.
- It is recommended that pilots should be conducted on at least 2% of the sample size for both Key Informant Interviews as well as FGDs to fine tune the inquiry tools. A brief on the learnings from such a pilot exercise and subsequent improvements in the tools/questionnaires should also be shared with DMEQ, NITI Aayog.
- 100% of the data collected should be validated using a validation checklist. Missing data points should be recollected.
- In the case of FGDs, at least 50% data should also be telephonically verified and if not verified via phone, back checks should be undertaken to ensure at least 50% data verification.

- v. Use of mobile-based, near real-time and geo-tagged data collection and validation tools should be made to ensure efficiency and accuracy in data collection. Access to tools and data should be provided to the Authority.

a. List of stakeholders to be consulted

A list of stakeholders to be interacted with during the key informant interviews and FGDs is **given in Table A10 in Appendix**. The list is not exhaustive, and the consultant may add more stakeholders to the list based on findings from secondary research and meta-analysis.

b. Deliverables & Timelines

S. No.	Deliverables	Broad Topics (Indicative)
1.	Inception Report (maximum 20-30 pages excluding annexures) and presentation	<ul style="list-style-type: none"> • Introduction and background of the study • Objectives of the study • Approach and methodology • Literature review and preliminary findings • List of stakeholders and insights from preliminary stakeholder consultations • Sampling plan including sample coverage • Pilot plan • Analysis framework and plan (Mapping of objectives with data points and potential data sources, etc.) • Deliverables and timeline of the study (Weekly Gantt Chart) • Survey Team structure • Training plan for the survey team • Field movement plan (Indicative) • Quality control mechanism • Perceived risks/ limitations and mitigation plan • Research tools/instruments/ software- Qualitative and Quantitative <ul style="list-style-type: none"> • Questionnaires, discussion guides, etc. • Details of CAPI questionnaire

		<p>development</p> <ul style="list-style-type: none"> • Data/ information analysis software for both quantitative and qualitative research • Detailed report structure
2.	<p>Mid-term report (maximum 30-40 pages excluding annexures) and presentation (to be submitted as per the timeline and covering a minimum of 40% of the sample)</p>	<ul style="list-style-type: none"> • Study progress details including training and pilot summaries • Summary on data collected so far including methods used • Challenges faced and mitigation measures • Preliminary findings and key observations • Revised work plan, if applicable • Measures adopted for ensuring data quality including data verification, data validation, back checks, surprise inspections, use of CAPI and tracking systems. • Detailed Tabulation from the data collected so far and Analysis of the same in the analytical framework of RESSI+C+E, among others. • The consultant should ensure these submissions should be a reflection of the analysis that would be done in the final evaluation report.

3.	Draft evaluation report (maximum 120 pages excluding annexures and references) and presentation for stakeholder consultation	<ul style="list-style-type: none"> • Executive Summary (It should be crisp, direct, 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 be between 5 to 10 pages.) • Sector and scheme Overview Study Objectives, Approach & Methodology (Brief discussion in the main report. The details could go in the Annexure) • Analysis of the scheme based on the REESI+C+E framework and using the primary survey data.
4.	Final evaluation report (maximum 120 pages excluding annexures and references) and presentation after incorporation of inputs from all concerned	<ul style="list-style-type: none"> • Secondary and administrative data and literature to be used to triangulate findings from primary survey. • Identify gaps and challenges for each component separately under the REESI+C+E framework. • Key Takeaways & Recommendations for each component of the scheme. • Actionable points under each recommendation for the M/D to implement. • To record best practices and case studies. • References & Appendices.
5.	Presentations and sub-reports on primary data collection, data quality check, secondary research, best practices compendia, etc. as and when requested by DMEQ.	

- i. All the reports are required to be submitted in hard copy (5 copies) and in soft copy, together with relevant intermediate work products like excel sheets, data sets, etc. In addition to the reports, for further analysis, verified raw data in soft copy should also be shared with DMEQ. This will include detailed transcripts of Key Informant Interviews.
- ii. It is to be noted that the consultant shall maintain high quality in the report content (including proper referencing) which will be peer-reviewed by DMEQ. The flow of findings and recommendations shall be clearly indicated in the report based on intellectual rigor. In case of any compromise in quality, a suitable penalty would be imposed on the consultant as per the provisions given in the RFP.

c. Timeline for Project Execution

- i. The total duration of the evaluation study is 6 months wherein the inception report has to be submitted by the consultant within 30 days from the signing of the contract.
- ii. In the Inception report, the consultant is required to submit Gantt Chart (weekly) of all the activities and sub-activities. The consultant shall propose the timeline for the payment linked deliverables which are a) Mid-Term Report b) Draft Evaluation Report and c) Final Evaluation Report.
- iii. The payment linked deliverable shall adhere to the requirements given in the Section 6- (Deliverables and Timelines) of the Terms of Reference.
- iv. The project monitoring will be done by the Authority based on the timelines submitted by the consultant in the Inception report (Gantt chart) for the payment linked deliverables.
- v. In case of any delay in the submission of payment linked deliverables namely, inception report, mid-term report, draft evaluation report and final evaluation report, the consultant will be penalized as per the extant provisions of the RFP.
- vi. After submission of the Final Evaluation Report, the Authority will take at least 60 (sixty) days for approval of the Final Report.

4. Payment Schedules

The payment terms will be linked to the key deliverables as mentioned below:

Table 10: Payment against Deliverables

Key Deliverable	Description of Deliverable	Payment
KD1	Inception report approved by the authority	20%
KD2	Mid-Term Report approved by Authority	30%
KD3	Draft Evaluation Report approved by Authority	30%
KD4	Final evaluation reports approved by Authority	20%

Total	100%
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5. Indicative Report Structure

The Final Evaluation Report should cover the following aspects¹²:

- 1) Preface
- 2) Executive Summary
- 3) Schemes and Organization Overview
- 4) Literature review
- 5) Study Approach & Methodology (Brief discussion in the main report. The details would go in the appendix)
- 6) Scheme level analysis and Organization level analysis
- 7) Key takeaways and Recommendations
- 8) Best Practices
- 9) References & Appendices

The consultant is expected to elaborate on the indicative report structure given above and submit a detailed report structure in the inception report for approval from DMEQ.

6. Reporting

- 1) 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 disseminating the Consultant’s outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.
- 2) 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.
- 3) The Consultant will make a presentation on the Inception Report, Mid-term 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

¹² This is an indicative report structure. This may change based on requirement and upon approval of DMEQ

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.

- 4) 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.

7. Meetings

The Authority may review with the Consultant any or all the documents and advice forming part of the Consultancy, in meetings and conferences which will be held at the Authority's office. No travel time shall be payable.

8. Miscellaneous

- i. The authorized 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. The consultant is expected to work from the Authority's office, if required. The Consultant shall mobilize and demobilize 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.
- ii. 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 (Section 6 of TOR). 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. The Authority shall issue a certificate to that effect. The Consultancy shall in any case be deemed to be completed upon mutual consent of the Authority and the Consultant.

APPENDIX:1

The Core Functions of NAFED include:

- a) **Procurement of Agricultural Products:** NAFED is involved in the procurement of agricultural commodities directly from farmers. This helps stabilize prices and ensures that farmers receive fair remuneration for their produce, particularly during times of market volatility.
- b) **Implementation of Government Schemes:** NAFED plays a vital role in the implementation of various government schemes, including the Price Support Scheme (PSS) and Price Stabilization Fund (PSF), aimed at supporting farmers by procuring crops at Minimum Support Prices (MSP).
- c) **Marketing and Distribution:** NAFED is involved in marketing and distributing agricultural products, ensuring that these products reach consumers at competitive prices. It also exports agricultural commodities, which helps promote Indian produce internationally.
- d) **Promotion of Cooperative Farming:** NAFED supports cooperative farming initiatives by working with farmer cooperatives and organizations, strengthening the cooperative movement in the agricultural sector.
- e) **Storage and Warehousing:** NAFED helps in reducing post-harvest losses by providing storage and warehousing facilities for agricultural produce, ensuring better preservation and management of stock.
- f) **Value Addition and Processing:** NAFED also promotes value addition in agricultural products through processing, packaging, and branding, which helps increase the income

Activities under NAFED

In furtherance of the above mentioned (in section 1) Activities of NAFED include

- a) To facilitate, coordinate and promote the marketing and trading activities of the cooperative institutions, partners and associates in agricultural, other commodities, articles and goods.
- b) To undertake or promote on its own or on behalf of its member Institutions or the Government or Government Organizations, Inter-State and international trade and commerce and undertake, wherever necessary, sale, purchase, import, export and distribution of agricultural commodities, horticultural and forest produce, other articles and goods from various sources for pursuing its business activities and to act as the agency for canalization of export and import and interstate trade of agricultural and other commodities or articles under any scheme formulated by the Government of India or other Government agencies and to facilitate these activities, wherever necessary, to open branches/sub-offices and appoint agents at any place within the country or abroad.
- c) To undertake purchase, sale and supply of agricultural, marketing and processing

requisites, such as manure, seeds, fertilizer, agricultural implements and machinery, packing machinery, construction requisites, processing machinery for agricultural commodities, forest produce, dairy, wool and other animal products.

- d) To act as warehouseman under the Warehousing Act and own and construct its own warehouses and cold storages.
- e) To act as agent of any Government agency or cooperative institution, for the purchase, sale, storage and distribution of agricultural, horticultural, forest and animal husbandry produce, wool, agricultural requisites and other consumer goods.
- f) To act as insurance agent and to undertake all such work which is incidental to the same.
- g) To organize consultancy work in various fields for the benefit of the cooperative institutions in general and for its members in particular.
- h) To undertake the manufacture of agricultural, machinery and implements, processing, packing, etc. and other production requisites and consumer articles by setting up manufacturing units either directly or in collaboration with or as a joint venture with any other agency, including import and distribution of spare parts and components to up-keep of the machinery/ implements.
- i) To set up storage units for storing various commodities and goods, by itself or in collaboration with any other agency in India or abroad.
- j) To maintain transport units of its own or in collaboration with any other organization in India or abroad for movements of goods on land, sea, air and operate freight station, container depot and undertake other incidental activities.
- k) To collaborate with any international agency or a foreign body for development of cooperative marketing, processing and other activities for mutual advantage in India or abroad.
- l) To undertake marketing research and dissemination of market intelligence.
- m) To subscribe to the share capital and undertake business collaboration with cooperative institutions, public, joint and private sector enterprises, if and when considered necessary for fulfilling the objectives of NAFED.
- n) To arrange for the training of employees of marketing/ processing/supply cooperative societies.
- o) To establish processing units for processing of agricultural, horticultural and forest produce, wool and allied products.
- p) To undertake grading, packing, standardization, scientific treatment and process of agricultural produce and other articles.
- q) To acquire, take on lease or hire, lands, buildings, fixtures and vehicles and to sell, give on lease or hire them for the business of NAFED.
- r) To advance loans to its members and other cooperative institutions on the security

of goods or otherwise.

Business Verticals in NAFED:

- a) Export/import of Agri commodities across the globe.
- b) Implementation of government schemes such as PSS (for oil seeds and pulses) PSF (for pulses) to benefit the farmers.
- c) NAFED Bazaars: Retail stores for consumers and e-commerce platform.
- d) Industrial activities such as warehousing/cold storages etc.
- e) Procurement of wheat and paddy under PSS.
- f) Production of bio-fertilisers and certified seeds.
- g) Promotion of organic farming and certified organic products.
- h) Supply of pulses to states and UTs under MDM, ICDS, PD scheme and to defence forces.
- i) Federation of Indian FPOs and aggregators (FIFA).
- j) Implementation of National Animal Disease Control Program.
- k) National Horticultural Research and Development Foundation, that is a research wing of NAFED. NHRDF is a National Level Agency under NHM - Mission for Integrated Development of Horticulture (MIDH), SMSP & MPRNL Scheme of Department of Agriculture, Cooperation and Farmers Welfare, Ministry of Agriculture and Farmer Welfare, Government of India.

Major initiatives of NAFED:

Technology upgradation and digitization:

- a) **Launch of e-Samriddhi Agri procurement portal:** Aadhaar-enabled online e-procurement platform offers an end-to-end solution for acquiring agricultural commodities, ensuring efficiency and transparency from farm-gate to warehouse storage. Linked to the core banking system, it enables prompt payments directly to farmers' accounts. This system provides real-time information on critical procurement parameters, including the total number of lots, warehouse availability, and lot aging, streamlining the entire supply chain.
- b) **NAFED e-Kisan Mandi:** NAFED's e-Kisan mandi has collaborated with FIFA (Federation of Indian FPO and Aggregators) to establish a nationwide digital platform for marketing agricultural produce. This platform incorporates features like online and physical auctions, price discovery, quality assessment, transparent logistics, and efficient payments. Operating on a hub-and-spoke model, it connects major production and consumption centers, facilitating seamless transactions and communication.
- c) **Mahaonion:** A joint venture between NAFED and Maha Farmers Producer Co.

Ltd. (MahaFPC): A joint venture has been established with Maha Farmers Producer Co. Ltd. (MahaFPC) to develop essential infrastructure for storing and primary processing of onions in Maharashtra. The collaboration aims to establish warehousing facilities, each capable of storing 1,000 tonnes of onions, along with essential infrastructure such as weighbridges, grading/packing sheds, etc., at 25 FPC locations. This initiative is designed to enhance the marketing support for onion produce.

- d) **Launch of Mobile Application System:** NAFED has created a Mobile Application System to offer immediate updates on the procurement and sale of agricultural commodities under the PSS/PSF, along with the current stock status. This system also features agriculture-related news reports and market rates. The app's introduction represents a move towards agricultural digitization, enhancing operational efficiency and contributing to the positive image and branding of NAFED.

Supply of pulses to Army, Central Para Military Forces (CPMF) and State Governments:

NAFED, authorized by the Cabinet Secretary, has fulfilled orders for supplying pulses to the armed forces and various states under their schemes. In 2017-18 89,265 metric tons of processed pulses were delivered to the Army, Central Para Military Forces (CPMFs), and the states.

Biogas and fertilizer production:

NAFED is involved in the Jammu Municipal Corporation (JMC) and Ahmedabad Municipal Corporation (AMC) projects, aiming to establish a Bio Compressed Biogas (CBG) plant. The projects are currently in the construction phase. On February 15, 2022, NAFED signed an MOU with Indian Oil Corporation Limited (IOCL) to collaborate on various Bio-Fuels Projects, including the production of Compressed Biogas (CBG), Ethanol, and Biodiesel. This partnership also covers raw material procurement, marketing of products like CBG, Fermented Organic Manure (FOM), Liquid Fermented Organic Manure (LFOM), and Dried Distillers Grain with Soluble (DDGS), along with facilities for post-processing and value addition. NAFED plans to establish NAFED Stores within the Indian Oil retail network and install Bio-CBG Plants and NAFED Stores at Indian Oil Retail network. NAFED has also entered the liquid biofertilizer production and distribution sector.

Development of Tea Business:

Due to its popularity, NAFED's tea brand has expanded from three varieties to nine flavors in tea bags, including Assam CTC, Green Tea, Earl Grey, and others. The tea is now available not only in NAFED outlets but also through Mother Dairy and other retail chains. In contrast, NAFED is re-launching its pulses brand nationwide, appointing super-stockists /distributors to boost sales and explore new markets.

Production of Certified Seed:

NAFED decided to venture into the business of certified seed production through its cooperative infrastructure.

Retail Business of Organic Food products:

It provides market linkages to organic cultivators and promotes selling certified organic produce sourced directly from farmers, FPOs, and cooperatives.

NAFED Bazars:

Beyond pulses and various products, NAFED Bazaar stores now feature dedicated Millet (Shree Anna) Corners. These corners are designed to exhibit and provide a diverse range of millets and millet-based products.

Farmer's outreach and Facilitation:

- a) **Formation and Promotion of 10,000 Farmer Producer Organizations (FPOs):**
NAFED has enlisted the support of 97 Cluster-Based Business Organizations (CBBOs) to oversee formation and promotional activities nationwide. In the fiscal year 2022-2023, NAFED effectively registered 233 Farmers' Producer Organizations (FPOs) across 28 States and 4 Union Territories.
- b) **Honey Training under the National Beekeeping and Honey Mission (NBHM):**
NAFED conducted training for 6 FPOs situated in states of Uttar Pradesh, Assam, and Madhya Pradesh. A total of 150 farmers were trained during these sessions.
- c) **Formation and Promotion of Fishery Farmer Producer Organizations under the Central Sector Scheme of Pradhan Mantri Matsya Sampada Yojana (PMMSY):** NAFED is the Implementing Agency for establishing 50 new Fishery Farmer Producer Organizations (FFPOs) and reviving 500 existing Fishery Cooperatives in the North- Eastern and Hilly of farmers/Regions of the country.

Indicators For the evaluation study

1.1 Creation of Organization

- i. Was the organization established through an Act of Parliament, government resolution, or any statutory mandate, and does this legal foundation clearly define its powers, functions, and scope of operations?

1.2 Efficiency Parameters

1.2.1 Economic Efficiency

1.2.2.5 Roadmap for Long-Term Financial Independence

- i. Does NAFED have a clearly defined roadmap for achieving long-term financial independence?
- ii. What are the key milestones, targets, and strategies identified to reduce dependency on government support and enhance internal revenue generation? How does NAFED plan to ensure financial stability over the

next 5, 10, and 20 years?

1.2.2.6 Strategies for Revenue Diversification

- i. What specific strategies does NAFED employ to diversify its revenue streams? How does NAFED plan to expand beyond traditional sources of income such as commodity procurement and distribution?
- ii. What role do emerging business verticals, such as retail, exports, and partnerships, play in NAFED's long-term revenue strategy?

1.2.2.7 Risk Mitigation and Financial Resilience

- i. What measures are in place to manage financial risks associated with revenue diversification?
- ii. How does NAFED plan to ensure that its diversified revenue streams are resilient to market fluctuations, policy changes, and other external factors?

1.2.2.8 Cost Benefit Analysis

- i. What is the ratio of total outputs to inputs (Expenditure to Profits)?

1.2.2 Operational Efficiency

1.2.2.1 Project Implementation Planning (PIP) and Operational Framework

- i. Does NAFED formulate a comprehensive Project Implementation Plan (PIP) that includes clearly defined goals, measurable indicators, timelines, and milestones?
- ii. Is the PIP aligned with the organization's institutional objectives and financial planning?
- iii. How efficiently and effectively are resources deployed to achieve the annual and medium-term objectives?
- iv. Is there an established Monitoring and Evaluation (M&E) mechanism to track progress against the annual action plan and programmatic targets?

1.2.2.2 Volume and Distribution of Procurement

- i. What is the annual volume of commodity procurement undertaken by NAFED?
- ii. What is the crop-wise and sectoral distribution of procurement activities across different regions?

1.2.2.3 Logistics and Supply Chain Management

- i. What strategies and systems has NAFED adopted to streamline logistics, reduce post-harvest losses, and minimize wastage during transportation, handling, and warehousing?

1.2.2.4 Performance Benchmarks

- i. Are there defined key performance indicators (KPIs) or benchmarks in place for evaluating the efficiency and effectiveness of procurement, storage, and

distribution operations? How are these monitored and reported?

1.2.2.5 Managing Regional Operational Variations

- i. How does NAFED address interstate and intrastate variations in procurement and operational frameworks? What mechanisms are employed to ensure consistency, uniformity, and equitable service delivery across regions?

1.2.2.6 Use of Technology and Digital Platforms:

- i. To what extent does NAFED utilize technology-driven tools and digital platforms to enhance transparency, enable real-time procurement tracking, and improve operational planning and optimization?

1.3 Service Delivery

1.4.5 Defined Service Delivery Targets:

- i. Are there clearly established annual targets for procurement volumes, Minimum Support Price (MSP) operations, and market intervention activities?
- ii. How are these targets set, and what mechanisms ensure their alignment with national agricultural priorities and seasonal production trends?

1.4.6 Approach to Achieving Service Delivery Objectives:

- i. What institutional strategy or operational framework does NAFED employ to systematically meet its annual service delivery commitments? (This includes planning cycles, inter-departmental coordination, and process workflows)

1.4.7 Effectiveness and Timeliness of Service Delivery:

- i. How effectively and promptly are key services such as procurement, payment processing, input supply, and price stabilization interventions delivered to intended beneficiaries?
- ii. Are there any documented delays or inefficiencies, and how are they addressed?

1.4.8 Grievance Redressal Mechanism:

- i. How robust and accessible is NAFED's grievance redressal system? What are the standard operating procedures for logging, tracking, and resolving complaints?
- ii. Are turnaround times for grievance resolution clearly defined and monitored?

1.4.9 Service Quality Standards:

- i. Are there documented service quality benchmarks or standards in place for farmer-facing operations?
- ii. Is there any third-party validation or beneficiary feedback mechanism to monitor compliance?

1.4 Supply Chain Analysis:

1.5.5 Timeline and Efficiency of Procurement-to-Distribution Cycle:

- i. What is the typical timeline for NAFED's procurement-to-distribution cycle for key agricultural commodities, and how efficient is it in meeting established targets?
- ii. What steps are taken to ensure timely delivery of procured commodities to relevant stakeholders?

1.5.6 Peak Procurement Periods and Factors Contributing to Delays:

- i. What are the peak procurement months for various commodities, and what internal or external factors contribute to delays in procurement or distribution?
- ii. How does NAFED address these delays to minimize impact on service delivery?

1.5.7 Technological Tools for Monitoring Supply Chain Performance:

- i. What technologies and digital platforms are utilized by NAFED to track and monitor supply chain performance?
- ii. How are these systems integrated into day-to-day operations, and to what extent do they contribute to operational optimization and transparency?

1.5.8 Logistical and Warehousing Efficiency:

- i. Are there existing logistical or warehousing gaps that impact the efficiency of NAFED's operations?
- ii. What steps are being taken to address issues such as transportation delays, storage capacity limitations, or inventory management challenges?

1.5.9 Partnerships with Third-Party Logistics Providers:

- i. What partnerships has NAFED established with third-party logistics providers to enhance operational efficiency?
- ii. How are these partnerships structured, and what are the measurable outcomes of such collaborations in terms of cost reduction, improved service delivery, and scalability?

1.5.10 Quality Control Measures in Procurement:

- i. How does NAFED ensure that quality control is maintained throughout the procurement cycle, from the point of purchase to storage and eventual distribution?
- ii. What standards and procedures are in place to guarantee the quality of commodities handled by NAFED?

1.5.11 Ensuring Fair Pricing for Producers and Buyers:

- i. What measures are implemented by NAFED to ensure fair and transparent pricing mechanisms for both producers (farmers) and buyers (market stakeholders)?
- ii. How does NAFED balance its mandate of remunerative pricing for farmers with the need for market competitiveness and affordability?

1.5 Outreach and Inclusiveness:

1.5.1 Outreach Strategy for Underserved Regions:

- i. What is the institutional strategy adopted by NAFED to ensure outreach in underserved and remote geographical regions, including tribal belts, hilly areas, and regions with limited market infrastructure?
- ii. Does the strategy include specific targets or benchmarks for regional penetration?

1.5.2 Inclusion of Small and Marginal Farmers:

- i. To what extent are NAFED's programmes designed to be inclusive of small and marginal farmers, women farmers, and other vulnerable agricultural communities?
- ii. Are there mechanisms in place to ensure their participation in procurement operations, benefit-sharing schemes, and market access initiatives?

1.5.3 Grievance Redressal System:

- i. Does NAFED have a structured and responsive grievance redressal mechanism to address concerns from farmers and stakeholders in a timely and transparent manner?
- ii. What tools (e.g., helplines, digital platforms, local facilitation centres) are used to record, track, and resolve grievances.

1.5.4 Operational Challenges

- i. What are the major bottlenecks and constraints encountered in the processes of procurement, storage, and distribution of agricultural commodities?
- ii. How do these challenges affect timeliness, quality, and cost-effectiveness?

1.6 Administrative Efficiency:

1.6.1 Leadership and Governance Effectiveness

- i. To assess the constitution of the Management Board of NAFED, and what is the governance structure in terms of tiers or layers of decision-making?
- ii. To analyze the roles and responsibilities defined at senior leadership levels. What systems are in place to ensure accountability, ethical conduct, and

operational transparency?

- iii. Are there designated secondary-level decision-makers who support and complement the leadership in institutional governance and operational management?

1.6.2 Stakeholder Engagement in Governance and Decision-Making

- i. What mechanisms does NAFED employ to involve key stakeholders (such as farmers, FPOs, state government agencies, cooperatives, etc.) in consultative and decision-making processes?
- ii. How effectively does NAFED collaborate with central and state government institutions, as well as private sector entities, including under public-private partnership (PPP) models in developing policies, strategies, and programmatic priorities?
- iii. What is the frequency and scale of stakeholder consultations, annual general body meetings, conferences, seminars, and training programs conducted by NAFED each year?

1.6.3 Standard Operating Procedures (SOPs)

- i. What are the established Standard Operating Procedures (SOPs) followed by NAFED for the procurement of agricultural commodities?
- ii. Are these procedures standardized across commodities and states, and how are they updated in accordance with policy changes?

1.6.4 Engagement with FPOs, Cooperatives, and Private Partners

- i. How does NAFED engage with Farmer Producer Organizations (FPOs), cooperatives, and private partners?
- ii. What specific processes are in place to facilitate collaboration, and how are these partnerships initiated, managed, and sustained?

1.6.5 Clarity of Partnership Roles and Mutual Benefits

- i. How does NAFED ensure that these partnerships are mutually beneficial, with each partner contributing to and gaining from the collaboration? What systems are in place to monitor and assess the effectiveness of these roles?
- ii. Are the roles and responsibilities of each partner (FPOs, cooperatives, and private partners) clearly defined?

1.6.6 Effectiveness of Partnerships in Achieving Joint Outcomes

- i. How effective are the partnerships between NAFED, FPOs, cooperatives, and private partners in achieving desired joint outcomes, such as improved procurement, distribution, and market access?
- ii. Are the partnerships fostering long-term sustainable development, and how is success measured in terms of shared goals and impact?

1.7 Alignment with Organization's Core Objectives

1.7.1 Alignment of NAFED's Objectives with National Priorities and Agricultural Policies

- i. To what extent do NAFED's core objectives align with national priorities such as the Public Distribution System (PDS), food security, provision of remunerative pricing to farmers, and inflation control?
- ii. How effectively does NAFED contribute to key policy goals including food security enhancement, price stabilization of agricultural commodities, and welfare of farmers?
- iii. What is NAFED's articulated long-term strategic vision, and how is the organization positioning itself to maintain relevance and enhance impact within the rapidly changing agricultural and policy environment?

1.7.2 Alignment with organization objectives

- i. What is the annual volume (in metric tonnes) of agricultural and horticultural produce marketed, processed, or stored through NAFED's infrastructure?
- ii. What is the annual trade volume (₹ value and MT) across inter-state, intra-state, import and export segments?
- iii. Number of cooperative societies or farmer groups supported through technical advisory, capacity-building programs, or infrastructure support (e.g., storage, processing, or marketing assistance)?

1.8 Profits vs. Social Welfare Motive

- i. How much of NAFED's income comes from business activities compared to government-funded welfare work?
- ii. Have NAFED's profits (like ROI or EBITA margins) improved in the last 3–5 years, especially while handling public service tasks like MSP procurement?
- iii. How many of NAFED's projects are focused mainly on helping farmers or rural welfare, versus those aimed at making profits?

1.9 Organization's competitiveness as per global and national standards

- i. Did NAFED adopt any proven good practices from other successful organizations? (such as National Agricultural Cooperative Federation (NACF) in South Korea, ZEN-NOH in Japan, Cenex Harvest States in USA etc.)
- ii. How closely does NAFED's way of working match with leading national or global organizations doing similar work?

1.10 Financial Landscape

1.10.1 Funding Structure

- i. What are the primary sources of NAFED's funding? (This includes, but is not limited to, budgetary allocations from the Ministry of Agriculture and Farmers Welfare (MoAFW), internal revenue from market operations, service fees, interest income, and any other institutional grants or contributions.)
- ii. Does NAFED have a clear roadmap and strategies in place for long-term financial sustainability and reducing dependency on government support?
- iii. Are there effective working capital and financial risk management strategies in place, especially for managing market fluctuations and operational costs?
- iv. To what extent are small and marginal farmers included in NAFED's financial operations (e.g., procurement, benefits), and how is equity ensured?

1.10.2 Revenue generation and management

- i. How do NAFED's various business verticals (e.g., procurement, warehousing, trading, value addition, export services) contribute to overall revenue generation? What factors contribute to financial losses in underperforming sectors?
- ii. What role do emerging business verticals, such as retail, exports, and partnerships, play in NAFED's long-term revenue strategy?
- iii. To what extent are small and marginal farmers included in NAFED's financial operations (e.g., procurement, benefits), and how is equity ensured?
- iv. What has been the trend in NAFED's profitability over the past five financial years? (This includes an analysis of net income, operational surplus/deficit, and return on investment across programmatic areas).
- v. What specific strategies does NAFED employ to diversify its revenue streams?
- vi. What measures are in place to manage financial risks associated with revenue diversification?

1.10.3 Internal Audits and recommendations

- i. Are robust internal and external audit mechanisms in place, and are audit recommendations systematically implemented for better financial governance?
- ii. How frequently are audits conducted, and to what extent are audit recommendations acted upon through structured follow-up and compliance measures?

1.11 Grievance Redressal System

- i. Does NAFED have a structured and responsive grievance redressal mechanism to address concerns from farmers and stakeholders in a timely and transparent manner?
- ii. What tools (e.g., helplines, digital platforms, local facilitation centres) are used to record, track, and resolve grievances?

1.12 Autonomy and Governance

1.12.1 Extent of NAFED's Operational Independence

- i. To what extent does NAFED operate independently in its day-to-day operations, strategic decision-making, and policy formulation?
- ii. How does the institutional autonomy of NAFED impact its overall effectiveness in fulfilling its mission and objectives?

1.12.2 Policy-Level Challenges Affecting Decision-Making

- i. Are there specific policy-level challenges or constraints that impact the speed, quality, or independence of NAFED's decision-making processes?
- ii. To what degree do these challenges hinder the organization's ability to meet its operational and strategic goals?

1.12.3 Mechanisms Protecting and Operationalizing Autonomy

- i. What formal mechanisms are in place to protect and operate NAFED's autonomous status?
- ii. How does NAFED ensure that its autonomy is maintained in practice, both in governance and in the execution of its duties? Are there safeguards to prevent external influences from undermining its operational freedom?

1.13 Innovation, Technology, and Knowledge Management

1.13.1 Innovation and Growth

- i. What are the recent innovations, experimental models, or pilot projects introduced by NAFED to enhance operational efficiency, farmer outreach, or market competitiveness?
- ii. Are these innovations sector-specific (e.g., value chain innovations in oilseeds or pulses) or system-wide (e.g., digitized procurement systems, climate-smart agriculture models)?
- iii. What internal processes or external partnerships are leveraged to explore new business opportunities, product verticals, or technologies?

1.13.2 Technology Integration

- i. What digital platforms and tools (e.g., e-trading portals, mobile applications, digital procurement systems) are deployed by NAFED to

facilitate seamless service delivery across procurement, warehousing, logistics, marketing, and stakeholder communications?

- ii. To what extent are these digital platforms accessible, user-friendly, and available to farmers, Farmer Producer Organizations (FPOs), cooperatives, and other stakeholders?
- iii. Are digital tools designed with inclusivity in mind, including support for regional languages and mobile-first interfaces?

1.13.3 Knowledge Management

- i. What is the annual budget allotted by NAFED for R&D (Research & Development)?
- ii. Does NAFED have partnerships with research institutions for R&D?
- iii. Did NAFED file patents and granted in the last 3 years?
- iv. What is the number of publications by NAFED annually?

1.14 Internal and External Stakeholder Management

1.14.1 Human Resource Management

i. Recruitment Mechanisms and Merit-Based Processes:

- a. What recruitment mechanisms are in place within NAFED, and how effectively are these mechanisms designed to ensure merit-based hiring practices?
- b. Are the recruitment processes transparent, fair, and aligned with organizational requirements?

ii. HR Policy Manual and Compliance:

- a. Does NAFED maintain an up-to-date HR Policy Manual?
- b. How regularly is the HR Manual reviewed and revised to reflect changing organizational needs and industry best practices? To what extent does it provide clear guidance on recruitment, staffing, training, and employee welfare?

iii. Sanctioned vs. Filled Positions:

- a. What is the ratio of sanctioned positions to filled positions within NAFED? Are there significant disparities in staffing levels that might affect operational efficiency?
- b. How does NAFED manage the gap between sanctioned and filled positions?

iv. Impact of Vacant Positions on Operational Efficiency

- a. Are there any critical skill gaps or operational inefficiencies arising from vacant positions within NAFED?
- b. How do these gaps impact the overall effectiveness of key operations?

and service delivery?

v. Employee Satisfaction and Welfare Monitoring

- a. How does NAFED monitor employee satisfaction and welfare, including compliance with regulations such as the Prevention of Sexual Harassment (POSH) Act?
- b. Are there regular surveys or feedback mechanisms in place to gauge employee well-being and address any concerns related to workplace culture, safety, or employee benefits?

1.15 Career Progression and Working Conditions

1.15.1 Structured Pathways for Career Growth:

- i. Are there defined, structured pathways for career growth within NAFED?
- ii. How does NAFED support employees in advancing their careers, including through promotions, professional development opportunities, and internal mobility? What mechanisms are in place to ensure that employees have clear and achievable career trajectories?

1.15.2 Management of In-Service Conditions, Promotions, and Staff Benefits:

- i. How are in-service conditions, promotions, and staff benefits managed at NAFED?
- ii. What policies and procedures govern these aspects of employee management?
- iii. How are promotions determined, and what criteria are used to assess eligibility for advancement?
- iv. How does NAFED ensure that staff benefits (e.g., health insurance, retirement plans, leave entitlements) are competitive and in line with industry standard?

1.16 Training and Capacity Building

1.16.1 Availability of Skill Development and Training Programs:

- i. What skill development and training programs are currently available within NAFED?
- ii. Are these programs designed to address specific capacity-building needs, both at the individual and organizational levels?

1.16.2 Incorporation of National and Global Best Practices:

- i. To what extent do NAFED's training programs incorporate national and global best practices in agricultural procurement, supply chain management, financial management, and other relevant areas?

- ii. How does NAFED stay informed about the latest developments and trends in the sector to ensure that its training offerings are contemporary and impactful?

1.16.3 Evaluation of Training Impact:

- i. How are the impacts of training programs evaluated within NAFED?
- ii. What systems or mechanisms are in place to assess the effectiveness of training programs in enhancing employee skills, improving organizational performance, and meeting strategic objectives?
- iii. Are there regular assessments of training outcomes, and how are these findings used to refine and improve future training initiatives?

1.17 Business Verticals

1.17.1 Growth Strategies for Business Segments:

- i. What are the defined growth strategies for NAFED's key business segments, including exports, retail, and other verticals?
- ii. How does NAFED plan to enhance its market presence, expand its customer base, and increase revenue within these segments?

1.17.2 Performance Metrics for Business Segments:

- i. What performance metrics and indicators are used to evaluate the success and growth of different business segments within NAFED?
- ii. How does NAFED track progress against these metrics, and how are performance results utilized to inform decision-making?

1.17.3 Regular Assessment of Vertical Performance:

- i. Are the financial and strategic values of NAFED's business verticals regularly assessed?
- ii. How frequently are verticals reviewed to ensure they remain aligned with NAFED's core objectives, financial goals, and market dynamics?

1.17.4 Evaluation of Strategic and Financial Value:

- i. To what extent are NAFED's verticals evaluated for their contribution to the organization's overall financial health and strategic direction?
- ii. Are there periodic reviews or adjustments made to ensure these verticals continue to add value to the broader organizational goals?

1.18 Joint Ventures (JVs)

1.18.1 Processes Governing Establishment and Review of JVs:

- i. What processes and frameworks govern the establishment and review of Joint Ventures (JVs) by NAFED?

- ii. How are the strategic, operational, and financial aspects of these JVs evaluated at various stages, including initiation, execution, and periodic reviews?

1.18.2 Cost-Benefit Assessments:

- i. Are comprehensive cost-benefit assessments conducted both prior to the establishment of JVs and after their operational commencement?
- ii. How does NAFED ensure that the projected benefits justify the costs, and are there mechanisms in place to assess the long-term financial and operational viability of these ventures?

1.18.3 Alignment of JVs with NAFED's Core Mission:

- i. How aligned are the JVs with NAFED's core mission and strategic objectives?
- ii. To what extent do these partnerships support NAFED's key goals related to agricultural marketing, procurement, farmer welfare, and overall operational sustainability?

1.18.4 Operational and Financial Performance of Existing JVs:

- i. What is the operational and financial performance of NAFED's existing JVs? How are these ventures performing against key metrics and expected outcomes?
- ii. Are there established review processes to track the performance, challenges, and achievements of each JV?

1.19 The "invisible-hand" factors

1.19.1 Leadership and Governance Effectiveness

- i. To understand the processes and eligibility criteria for the appointment of key personnel within the Management Board, including assessments of their qualifications, tenure, remuneration, and benefits?
- ii. To analyze the roles and responsibilities defined at senior leadership levels. What systems are in place to ensure accountability, ethical conduct, and operational transparency?
- iii. How effective is leadership in steering the organization towards the fulfilment of its mission and strategic goals?
- iv. Does the leadership demonstrate strong strategic foresight and employ sound decision-making processes to address current challenges and long-term priorities?

1.19.2 Stakeholder Satisfaction and Governance

- i. **Stakeholder Satisfaction Assessment Systems:**

- a. What formal systems and tools are in place to evaluate the satisfaction levels of key stakeholders, including farmers, Farmer Producer Organizations (FPOs), private sector partners, employees, and government counterparts?
- b. Are periodic surveys, consultations, or participatory review mechanisms employed?
- ii. **Integration of Feedback into Governance:**
 - a. To what extent are stakeholder feedback and grievances systematically captured, analyzed, and used to inform decision-making and policy adjustments?
 - b. Are stakeholder voices reflected in programme redesign, service improvements, and operational strategies?
- iii. **Compliance with Governance Norms:**
 - a. Is NAFED in compliance with applicable governance norms, statutory regulations, and institutional codes of conduct?
 - b. What internal control mechanisms and oversight bodies are functional?
- iv. **Audit Systems and Corrective Action Protocols:**
 - a. How are breaches in compliance identified, reported, and rectified?
 - b. Are regular internal and external audits conducted, and are their recommendations systematically tracked and implemented to strengthen governance and transparency?

Indicative Parameters for Organization Evaluation (AS PER SOP)

Creation of Organization

- a. Legal and Statutory Backing such as enabling through Act/notification

Efficiency Parameters

Economic Efficiency

- a. Roadmap for Long-Term Financial Independence Cost per service/output delivered
- b. Strategies for Revenue Diversification
- c. Risk Mitigation and Financial Resilience
- d. Cost Benefit Analysis

Operational Efficiency

- a. Project Implementation Planning (PIP) and Operational Framework
- b. Volume and Distribution of Procurement
- c. Logistics and Supply Chain Management
- d. Performance Benchmarks

- e. Managing Regional Operational Variations
- f. Use of Technology and Digital Platforms
- g. Service Delivery
- h. Supply Chain Analysis
- i. Outreach and Inclusiveness
- j. Operational Challenges

Administrative Efficiency

- a. Leadership and Governance Effectiveness
- b. Stakeholder Engagement in Governance and Decision-Making
- c. Standard Operating Procedures (SOPs)
- d. Engagement with FPOs, Cooperatives, and Private Partners
- e. Clarity of Partnership Roles and Mutual Benefits
- f. Effectiveness of Partnerships in Achieving Joint Outcomes

Alignment with Organization's Core Objectives

- a. Evaluation Objectives
- b. Alignment of NAFED's Objectives with National Priorities and Agricultural Policies
- c. Profits vs. Social welfare motive

Organization's competitiveness as per global and national standards

- a. Comparison with organizations similar to NAFED

Financial Landscape

- a. Funding Structure
- b. Autonomy and Governance

Innovation, Technology, and Knowledge Management

- a. Innovation and Growth
- b. Technology Integration
- c. Knowledge Management
- d. Technology Integration

Internal and External Stakeholder Management

- a. Human Resource Management
- b. Career Progression and Working Conditions
- c. Training and Capacity Building
- d. Business Verticals

e. Joint Ventures (JVs)

“Invisible-Hand” Factors

- a. Leadership and Governance Effectiveness
- b. Stakeholder Satisfaction and Governance

Organization Competitiveness

- a. Comparison with national and global best practices in similarly placed organisations performing activities in similar settings

Table A1: Network of NAFED

S. No.	Zones	Branches	Sub-offices
1	Head office	New Delhi	
2	North zone	Azadpur (Delhi), CMD, (Delhi) Jaipur Chandigarh, Lucknow	Srinagar Shimla Rudrapur
3	East zone	Kolkata, Guwahati, Patna, Bhubaneswar branches	Ranchi
4	West zone	Mumbai, Nasik, Indore, Bhopal Raipur, Ahmedabad Branches	Rajkot Nagpur
5	South zone	Chennai, Bangalore, Kochi, Hyderabad Branches	Kalaburagi Vijayawada

Table A2: Commodity-wise Profit/Loss statement for the year 2021-22

Sr. No.	Commodity/Group	Gross Profit/Loss (In crore)
1	Food grains	9.22
2	Pulses	-1.94
3	Spices	.09
4	Misc. & Minor items including Poultry, Rubber, Tea, Salt, Sugar, Seeds, Fertilizer etc.	129.40
5	Service Charges /PSS/PSF/MIS etc.	111.96

6	Other Income/Expenses etc.	
Gross Profit/ Loss		248.73

Table A3: Procurement of Oilseeds & Pulses under PSS by NAFED during the year 2017- 21

S. No.	Commodity	Major states for procurement
1	Soyabean	Maharashtra, Rajasthan, Telangana
2	Groundnut	Gujarat, Rajasthan, UP, MP, Odisha, Andhra Pradesh, Haryana
3	Mustard seed	Haryana, Rajasthan, MP, Gujarat, UP
4	Sunflower seed	Telangana, Odisha, Haryana,
5	Copra	Tamil Nadu, Karnataka and Andhra Pradesh
6	Gram	Maharashtra, Gujarat, Karnataka, Andhra Pradesh, Telangana, Rajasthan
7	Urad	Maharashtra, Gujarat, Rajasthan, Odisha, Tamil Nadu, Telangana
8	Arhar	Gujarat, Karnataka, Tamil Nadu, Maharashtra, Telangana
9	Moong	Andhra Pradesh, Haryana, Rajasthan, Gujarat, Maharashtra, Karnataka, Tamil Nadu, Odisha, Telangana
10	Masoor	Uttar Pradesh, Madhya Pradesh
11	Sesamum seed	West Bengal

Table A4: Procurement of Agricultural Commodities by NAFED under Market Intervention Scheme (MIS)

S. No.	Commodity	Major state of Procurement
01	Potato	UP, Karnataka
02	Onion	Karnataka.
03	Eggs	AP, Punjab
04	Kinoo/Malta	Punjab, Haryana, UP, HP
05	Black Pepper	Kerala
06	Chillies	AP
07	Coriander	Rajasthan
08	Apple	Jammu & Kashmir

Table A5: Sample of Farmers growing NAFED notified crops like – Pulses, Oilseeds, Onion and Potato from NSS 77th Survey

State Code	State Name	Visit 1 (Kharif)	Visit 2 (Rabi)	Total
1	Jammu & Kashmir	236	105	341
2	Himachal Pradesh	154	120	274
3	Punjab	8	18	26
4	Chandigarh	0	0	0
5	Uttarakhand	208	216	424
6	Haryana	24	288	312
7	Delhi	4	13	17
8	Rajasthan	1,959	1,223	3,182
9	Uttar Pradesh	1,461	5,284	6,745
10	Bihar	88	2,321	2,409

State Code	State Name	Visit 1 (Kharif)	Visit 2 (Rabi)	Total
11	Sikkim	45	105	150
12	Arunachal Pradesh	62	124	186
13	Nagaland	118	127	245
14	Manipur	83	120	203
15	Mizoram	16	11	27
16	Tripura	36	34	70
17	Meghalaya	198	330	528
18	Assam	294	538	832
19	West Bengal	328	1,849	2,177
20	Jharkhand	422	1,188	1,610
21	Odisha	244	898	1,142
22	Chhattisgarh	124	446	570
23	Madhya Pradesh	3,002	1,954	4,956
24	Gujarat	1,107	668	1,775
25	Daman & Diu	10	7	17
26	D & N Haveli	96	27	123
27	Maharashtra	2,812	1,494	4,306
28	Andhra Pradesh	598	744	1,342
29	Karnataka	1,437	725	2,162
30	Goa	91	89	180
31	Lakshadweep	93	102	195
32	Kerala	766	899	1,665
33	Tamil Nadu	900	753	1,653

State Code	State Name	Visit 1 (Kharif)	Visit 2 (Rabi)	Total
34	Puducherry	10	7	17
35	A & N Island	76	105	181
36	Telangana	178	79	257
	Total	17,288	23,011	40,299

Table A6: State-wise number of FPOs registered¹³.

S. No.	States	Registered FPO (as on 5 th December 2023) ¹¹
1	Andaman & Nicobar	7
2	Andhra Pradesh	338
3	Arunachal Pradesh	106
4	Assam	289
5	Bihar	465
6	Chhattisgarh	158
7	Goa	8
8	Gujarat	386
9	Haryana	146
10	Himachal Pradesh	116
11	Jammu & Kashmir	199
12	Jharkhand	268
13	Karnataka	270
14	Kerala	120

¹³ Lok Sabha unstarred question no. 400, to be answered on the 05th December, 2023

S. No.	States	Registered FPO (as on 5 th December 2023) ¹¹
15	Ladakh	3
16	Lakshadweep	1
17	Madhya Pradesh	561
18	Maharashtra	516
19	Manipur	69
20	Meghalaya	52
21	Mizoram	48
22	Nagaland	81
23	Odisha	405
24	Puducherry	4
25	Punjab	117
26	Rajasthan	470
27	Sikkim	13
28	Tamil Nadu	388
29	Telangana	263
30	Tripura	50
31	Uttar Pradesh	1137
32	Uttarakhand	134
33	West Bengal	288
	Grand Total	7476

Table A7: Calculation of farmers to be covered.

PSS Procurement	2022		2021		2020		2019		Cumulative of both seasons
States	Kha rif	Rabi	Kha rif	Rabi	Kha rif	Rabi	Kha rif	Rabi	
Rajasthan	50012	130155	53208	0	53208	8588	152682	326541	193599
Gujarat	39	283655	60238	158845	60238	158845	250939	33911	251678
Maharashtra	220	367418	7384	130633	7384	130633	205714	17753	216785
Karnataka	21603	60420	32047	18097	32047	18097	270964	38	113328
Uttar Pradesh	2179	8029	399	0	399	0	1428	926	3340
Chattishgarh	8	0	0	0	0	0	0	0	2
Odisha	0	4453	0	2265	0	2265	219	8169	4343
Madhya Pradesh	0	245662	0	163256	0	163256	0	325293	224367
Tamil Nadu	0	4189	55	3387	55	3387	582	7476	4783
Telangana	0	33885	0	9127	0	9127	58852	21269	33065

PSS Procurement	2022		2021		2020		2019		Cumulative of both seasons
Andhra Pradesh	0	29689	726	4963	726	4963	52495	12520	26521
Bihar	0	0	0	4	0	4	0	0	2
Total									1071811

Source: NAFED (2023) for number of beneficiaries to be surveyed

Table A8 Count of state-wise beneficiaries to be surveyed and FGDs to be conducted

S. No	States/ UT	Minimum number of FGDs to be covered	Number of beneficiaries to be surveyed					Total
			Price Support Scheme (PSS)	Price Stabilization Fund (PSF)	Decentralized Procurement Scheme (DCP)	Market Intervention Scheme (MIS)	National Animal Disease Control Programme (NADCP)	
1	Andhra Pradesh	10	43	43	20	20	5	131
2	Arunachal Pradesh	5	9	9	4	4	1	27
3	Assam	5	22	22	10	10	3	67
4	Bihar	20	86	86	39	39	11	261
5	Chhattisgarh	10	34	34	16	16	4	104
6	Gujarat	10	43	43	20	20	5	131
7	Haryana	5	9	9	4	4	1	27

S. No	States/ UT	Minimum number of FGDs to be covered	Number of beneficiaries to be surveyed					
			Price Support Scheme (PSS)	Price Stabilization Fund (PSF)	Decentralized Procurement Scheme (DCP)	Market Intervention Scheme (MIS)	National Animal Disease Control Programme (NADCP)	Total
8	Himachal Pradesh	5	9	9	4	4	1	27
9	Jammu & Kashmir	5	17	17	8	8	2	52
10	Jharkhand	5	22	22	10	10	3	67
11	Karnataka	15	22	22	10	10	3	67
12	Kerala	5	22	22	10	10	3	67
13	Madhya Pradesh	10	43	43	20	20	5	131
14	Maharashtra	20	86	86	39	39	11	261
15	Odisha	10	43	43	20	20	5	131
16	Punjab	10	17	17	8	8	2	52
17	Rajasthan	20	86	86	39	39	11	261
18	Tamil Nadu	10	65	65	29	29	8	196
19	Telangana	10	34	34	16	16	4	104
20	Uttar Pradesh	25	108	108	49	49	13	327

S. No	States/ UT	Minimum number of FGDs to be covered	Number of beneficiaries to be surveyed					
			Price Support Scheme (PSS)	Price Stabilization Fund (PSF)	Decentralized Procurement Scheme (DCP)	Market Intervention Scheme (MIS)	National Animal Disease Control Programme (NADCP)	Total
21	Uttarakhand	5	43	43	20	20	5	131
22	West Bengal	10	43	43	20	20	5	131
	Grand Total	230	906	906	415	415	111	2753

Table A9: List of Stakeholders to be covered.

Level	Key Informant Interviews
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National	<p>Relevant officials from Central Apex Committee such as Secretary, Ministry of Agriculture and farmer's welfare, officials of Ministry of Cooperation, Head, Director General of Foreign Trade, Ministry of Commerce and Industry etc.</p> <p>Management Committee of NAFED such as Managing Director NAFED, Vice Chairman and Members, NAFED, Head of NAFED state centers, JS Dept of Fisheries, Animal Husbandry and Dairying, JS Dept. Of Financial Services, JS Dept of Consumer Affairs, JS Food and Public Distribution, Officials of NCCF, Managing Director KRIBHCO and IFFCO etc.</p> <p>Relevant verticals of NITI Aayog.</p> <p>Eminent academicians or researchers from think- tanks, Civil Society representatives.</p> <p>Relevant Research institutes include IIFM institutes etc.</p>
State	<p>Head of NAFED state and sub-centers, relevant officials from State Level Coordination and Monitoring Committee (SLCMC) such as Secretaries of Rural Development, Finance, Directors of states agriculture departments.</p> <p>Officials of State Project Management Unit (PMU); Representatives from State Nodal departments.</p> <p>Officials of State-Level Agriculture & Commodity Federations.</p>
District	<p>Officials from District level Coordination and Monitoring Committee (DLMC) such as District Collector, officials, Agriculture, NIC and Revenue formations.</p> <p>Officials from District Project Management Unit (PMU) such as professionals from accounting, marketing, IT and social sector etc.</p>
Block	<p>Officials of Primary Procurement Agencies such as Primary Cooperative Societies/Processing societies/ Mahila Samities/ self-help groups (SHGs) formed in the blocks.</p> <p>Officials for supplying the agri-products/ vaccines in the block such as retail owners (NAFED Bazaars), Organic products shops, pashu sakhis/prani mitras.</p>

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APPENDIX 2

Details of Responsibilities of Key personnel and Expectations from DMEQ

S. No.	Key Personnel	Responsibilities	Expectations of DMEQ
1.	Team Leader	<p>S/He will lead, co- ordinate and supervise the multidisciplinary team for preparation of the Evaluation Study, and act as a focal point to the Authority throughout the duration of the Consultancy. S/He will be responsible for:</p> <ul style="list-style-type: none"> • Overall execution of the consultancy assignment and project management as per agreed activities, timelines and deliverables <p>Accountable leadership providing guidance, problem solving support and leading discussions with senior stakeholders</p> <ul style="list-style-type: none"> • Defining the detailed work plan, and managing the team of consultants against the work plan • Coordinating with the team and other stakeholders • Provide strategic guidance, leadership and problem-solving support to consultant team • Oversee overall research design, 	<ul style="list-style-type: none"> • Serve as primary point of contact for DMEQ for all communications. • Inform DMEQ of the project execution plan, including timelines, and promptly communicate any subsequent revisions • Send periodic updates, highlighting challenges and potential solutions in project execution • Share field movement plan in advance for approvals/information • Ensure mandatory attendance at all DMEQ review meetings. • Coordinate timely and quality submission of deliverables to DMEQ. • Respond promptly to all DMEQ queries and requests.

S. No.	Key Personnel	Responsibilities	Expectations of DMEQ
		<p>fieldwork and data analysis</p> <p>Ensure high quality of data, analysis and report writing and provide insights from experience in sector projects.</p>	
2.	Supply chain Management Specialist	<p>S/He will be responsible for:</p> <ul style="list-style-type: none"> • Providing subject-matter expertise and sectoral and implementation-level insights on technical and operational aspects of NAFED • Managing secondary research, literature reviews, and meta-analysis to provide contextual and comparative insights. • Developing and refining the overall evaluation framework and methodology to address ToR objectives. • Assisting the Team lead in leading, coordinating and supervising the multidisciplinary team for the evaluation Study. 	<ul style="list-style-type: none"> • Provide DMEQ with regular status briefs on technical and sectoral issues • Participate in all DMEQ meetings for sector - specific discussions. • Provide timely clarifications on technical aspects of data, methodology, and findings. • Ensure technical accuracy of deliverables shared with DMEQ. <p>Serve as the technical liaison between DMEQ and the evaluation team for all sector-related matters.</p>

S. No.	Key Personnel	Responsibilities	Expectations of DMEQ
		<ul style="list-style-type: none"> Driving discussions with senior officials in the Government at Centre and State levels Leading KII's with officials, identifying gaps and challenges in issues related to operations, management and development of pumps and power plants. Conducting thematic analysis of qualitative data and triangulating it with quantitative findings. <p>Coordinating with the team to synthesize findings into coherent conclusions and evidence-based recommendations.</p>	
3.	Agricultural Economist / Economist/ Policy/ Governance Expert	<p>S/He will be responsible for:</p> <ul style="list-style-type: none"> Providing economic and financial analysis of NAFED's agricultural marketing and procurement operations. Conducting cost-benefit analysis of NAFED's interventions, schemes, and support services. <p>Analysing price support, market trends ds, and policy implications for NAFED's role in agricultural marketing.</p>	<ul style="list-style-type: none"> Share the economic and financial analysis framework of NAFED's agricultural marketing and procurement operations with DMEQ for review and concurrence. Submit cost-benefit analysis models of NAFED's interventions, schemes, and services to DMEQ for validation before finalisation. <p>Share the proposed</p>

S. No.	Key Personnel	Responsibilities	Expectations of DMEQ
		<ul style="list-style-type: none"> • Designing the statistical framework and data analysis plan for primary and secondary data. • Conducting modelling and simulations with available data where required. • Applying advanced statistical and econometric techniques to analyse data, assess relationships, and estimate impacts. • Interpreting quantitative results in economic terms, linking them to policy and operational implications. • Ensuring methodological rigour in sampling, weighting, and statistical inference. • Working closely with the team to integrate financial and economic insights into the evaluation framework. Preparing evidence-based policy recommendations for improving NAFED's financial and economic effectiveness. farmers, cooperatives, and other grassroots stakeholders for smooth data 	<p>Statistical framework and data analysis plan (covering both primary and secondary data) with DMEQ before fieldwork initiation.</p> <ul style="list-style-type: none"> • Submit draft quantitative data collection tools (e.g., structured questionnaires, survey modules) to DMEQ for review and feedback. • Share modelling and simulation outputs With DMEQ, including assumptions and datasets, for technical discussion and refinement. • Maintain transparent documentation of assumptions, formulas, and datasets used, and share these with DMEQ. • Attend all DMEQ review and technical meetings to discuss statistical methodology, data quality or data analysis. validation, and field supervision processes for DMEQ's review • Participate in DMEQ's review and technical meetings to discuss field protocols, data quality, and fieldwork findings.

S. No.	Key Personnel	Responsibilities	Expectations of DMEQ
		<p>collection.</p> <ul style="list-style-type: none"> Leading the design and testing of qualitative tools (e.g., KII and FGD guides) and ensuring alignment with the evaluation framework. 	
4.	Organizational Behaviour expert	<p>S/He will be responsible for:</p> <ul style="list-style-type: none"> Analyzing organizational culture, leadership, and employee motivation in NAFED's operations. Assessing team dynamics, collaboration, and change readiness across schemes. Examining staff engagement and behavioural factors in agricultural marketing. Designing behavioural frameworks and qualitative analysis plans for human dynamics data. Applying OB theories to evaluate group relationships and impacts. Interpreting results for policy and operational recommendations. Ensuring rigour in qualitative sampling and thematic analysis. 	<ul style="list-style-type: none"> Sharing OB frameworks with DMEQ for review and concurrence. Submitting diagnostic models to DMEQ for validation. Sharing analysis plans before fieldwork. Submitting draft tools for DMEQ feedback. Documenting assumptions and sharing outputs with DMEQ. Attending DMEQ meetings on methodology, data quality, and findings.

S. No.	Key Personnel	Responsibilities	Expectations of DMEQ
		<ul style="list-style-type: none"> Integrating human insights into the evaluation framework. Engaging stakeholders for data on trust and motivation. Leading design of KII/FGD tools on leadership and culture. 	
5.	Junior researcher	<p>S/He will be responsible for:</p> <ul style="list-style-type: none"> Conducting meta-analysis and secondary research from different sources for the study Assisting in data cleaning, storage, analysis and management Assisting other team members in research and analysis, Assist in designing research tools for quantitative and qualitative research. Conduct analysis and report writing 	

Note: If team members are unable to execute their responsibilities effectively, a penalty shall be imposed based on the Terms of Agreement of this RfP.

Schedule 2
Form of Agreement (See [Clause 2.1.3](#))

AGREEMENT FOR

Evaluation Study of _____

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AGREEMENT

Consultancy for Evaluation Study

of

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the day of the month of 20..., between, on the one hand, the

President of India acting through Development Monitoring & Evaluation Office (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

WHEREAS

(A) The Authority vide its Request for Proposal for conducting an Evaluation Study (hereinafter called the “**Consultancy**”) for the **Evaluation Study** of _____(hereinafter called the “**Project**”);

(B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and

(C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the “**LOA**”); and

(D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. General

1.1. Definitions and 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; **“Confidential Information”** shall have the meaning set forth in Clause 3.3;
- (d) **“Conflict of Interest”** shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (e) **“Dispute”** shall have the meaning set forth in Clause 9.2.1;
- (f) **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (g) **“Government”** means the Government of ;
- (h) **“INR, Rs. or ₹”** means Indian Rupees;
- (i) **“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;
- (j) **“Party”** means the Authority or the Consultant, as the case may be, and **Parties** means both of them;
- (k) **“Personnel”** means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
- (l) **“RFP”** means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (m) **“Services”** means the work to be performed by the Consultant

pursuant to this Agreement, as described in the Terms of Reference hereto;

- (n) “**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 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. Authorised Representatives

1.9.1. 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.

1.9.2. 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:

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

.....

.....

Tel:

Mobile:

Email:

1.10. 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

1.11. 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. Commencement, Completion and Termination of Agreement

1.12. Effectiveness of Agreement

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

1.13. 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.

1.14. 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.

1.15. 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.

1.16. Entire Agreement

1.16.1. 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.

1.16.2. 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.

1.17. 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.

1.18. Force Majeure

1.18.1. 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.

1.18.2. 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.

1.18.3. 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.

1.18.4. 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.

1.18.5. 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.

1.19. 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.

1.20. Termination of Agreement

1.20.1. 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; the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (c) 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;
- (d) 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;

- (e) 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
- (f) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

1.20.2. 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.

1.20.3. 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.

1.20.4. 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.

1.20.5. 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.

1.20.6. 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.

2. Obligations of the Consultant

2.1. General

2.1.1. 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.

2.1.2. 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.

2.1.3. 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.

2.2. **Conflict of Interest**

2.2.1. The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

2.2.2. 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.

2.2.3. 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: during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;

- (a) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (b) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

2.2.4. 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. .

2.2.5. 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 pre-estimated 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.

2.2.6. 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.

2.2.7. 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 anti- competitive 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

2.3. **“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. 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
- (iv) 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.

2.3.1. Liability of the Consultant

The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

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.

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.

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.

2.4. Insurance to be taken out by the Consultant

- 2.4.1. 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.

2.5. 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 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.

2.6. 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.

2.7. 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.

2.8. Documents prepared by the Consultant to be property of the Authority

- 2.8.1. 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.

2.8.2. 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.

2.8.3. 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.

2.9. 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.

2.10. 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.

3. Consultant's Personnel

3.1. General

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

3.2. Deployment of Personnel

- 3.2.1. 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.
- 3.2.2. 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.

3.3. Approval of Personnel

- 3.3.1. 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.
- 3.3.2. 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.

3.4. 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.

3.5. 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.

3.6. 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.

4. Obligations of the Authority

4.1. 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.

4.2. 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.

4.3. 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. Payment to the Consultant

4.4. Cost estimates and Agreement Value

- 4.4.1. An abstract of the cost of the Services payable to the Consultant is set forth in Annex-4 of the Agreement.
- 4.4.2. Except as may be otherwise agreed under Clause 2.6, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is ₹ (Rupees.)

4.5. 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.

4.6. 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.

5. Liquidated Damages and Penalties

5.1. Performance Security

5.1.1. 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.

5.2. 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. Liquidated Damages

5.2.1. 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.

5.2.2. 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.

5.2.3. 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.

5.3. 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.

6. Fairness and Good Faith

6.1. 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.

6.2. 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.

7. Settlement of Disputes

7.1. 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.

7.2. Dispute resolution

7.2.1. 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.

7.2.2. 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.

7.3. 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.

7.4. Arbitration

- 7.4.1. 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.
- 7.4.2. 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 appointment¹⁴ shall be made in accordance with the Rules.
- 7.4.3. The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9

¹⁴ 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.

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.

7.4.4. 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.

7.4.5. 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 of		For and on behalf of	
Consultant:		Authority	
	(Signature)		(Signature)
	(Name)		(Name)
	(Designation)		(Designation)
	(Address)		(Address)
In the presence of:			
1.		2.	

Annex 1: Terms of Reference

(Refer [Clause 3.1.2](#) of Schedule 2 Form of Agreement)

(Reproduce Schedule-1 of RFP)

Annex 2: Deployment of Personnel

(Refer [Clause 4.2](#) of Schedule 2 Form of Agreement)

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

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

(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](#))

To

[The President of India /Governor of _____]

acting through

.....

.....

.....

In consideration of acting on behalf of the [President of India/Governor of _____] (hereinafter referred as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to _____ , having its office

at (hereinafter referred as the “**Consultant**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. dated valued at ₹ (Rupees _____), (hereinafter referred to as the “**Agreement**”) the assignment

for consultancy services in respect of the _____ Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to ₹ (Rupees _____) to the Authority for performance of the said Agreement.

We, (hereinafter referred to as the “**Bank**”) at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding

₹ (Rupees _____) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake

to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding ₹ (Rupees).

3. We, (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

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.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to ₹ crore (Rupees crore) only. The Bank

shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or

before [..... (indicate the date falling 365 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, theday 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.

Appendix 3: Technical Proposal

(See Clause 1.2.2)

Form-1:

Letter of Proposal

(On Applicant's letterhead)

(Date and Reference)

To,

.....

.....

.....

Subject: Consultancy Services for "Evaluation Study of
_____"

Dear Sir/Madam,

With reference to your RFP Document dated , I/ we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the Project. The proposal is unconditional and unqualified.

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.^[1]\$
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)

Appendix 4

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:

	<p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business</p> <p>(ii) Details of the Authorized Representative of the Applicant</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>E-mail address:</p>
1.5	<p>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:</p> <p>(i) Name of Firm:</p> <p>(ii) Legal Status and country of incorporation</p> <p>Registered address and principal place of business. is not eligible for this consultancy assignment.</p>
1.7	<p>(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?</p>

	<p>Yes/No</p> <p>(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?</p> <p>Yes/No/Not Applicable</p>
	<p>(iii) 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?</p> <p>Yes/No</p> <p>(iv) 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?</p> <p>Yes/No/Not Applicable</p>
1.8	<p>(i) Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</p> <p>Yes/No</p> <p>(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?</p> <p>Yes/No/Not Applicable</p>

	<p>(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?</p> <p>Yes/No/Not Applicable</p> <p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.</p> <p>(Signature, name and designation of the authorised signatory) For and on behalf of</p>
--	---

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^[2]\$), 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, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing

at , who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the **Consultant for Evaluation Study of**

..... sector proposed to be developed by the (the “**Authority**”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

.....

(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.*

Appendix 7

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^{\$}

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.**

[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 pre- qualification hereunder.

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

Appendix 8

Form -6 : Particulars of Key Personnel

A) Details of Key Personnel

1	Designation			
2	Name			
3	Date of Birth			
4	Nationality			
5	Educational Qualification¹³ (clearly mentioning the subject)			
6	Employment Record/ Professional experience (<i>Starting with present position, list in reverse chronological order every employment held</i>)			
S N o	Name of Firm	Designation	Start Date	End Date
1				
2				
3				
..				
..				

¹³ *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 (<i>in not more than 1000 charact ers</i>)	Sector
1						
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.....
of the Key Personnel)

(Signature and name

(Signature and name of the authorized signatory of the
Applicant)

Appendix 9

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 10

Form – 8 : Eligible Assignments of the Applicant

(Refer Clause 4.2)

A) Eligible Assignments of the Applicant *

S N o	Name of the Assignment	Brief Description of the Assignment (in not more than 1000 characters)	Is the Assignment a study related to standard of living parameters (including but not restricted to _____ _____? (Yes/No)	Is the research/evaluation study for Union/State Government / government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc	Sample size of the assignment (No. of respondents)	Name of the Client & Address	Client Category (as defined in Clause 3.1.5)	Name & Telephone no. of Client's representative	Value of assignment as per the contract/ work order/ agreement of the Assignment (in ₹)	Start Date of the Assignment	End Date of the Assignment	Description 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

[illegible]

	Total Person days
--	--------------------------

Form - 10: Support Personnel

[illegible]

Form -11¹⁵: 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)

¹⁵ Applicable as per Clause 1.16.2

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)

(Date and Reference)

To,

.....

.....

.....

Subject: Agreement for technical collaboration for Evaluation Study of

Dear Sir,

With reference to your RFP Document dated I/ we, have entered into a technical partnership for the **Evaluation Study of** scheme. I/we, hereby, agree to collaborate and ensure direct involvement of the university/institution in carrying out the following activities^[2]:

1.

.....
.....

2.

.....
.....

4.

.....
.....

5.

.....
.....

3.

.....

.....

6.

.....

.....

Details of Previous Experience of the academic institution^[3] (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
(i)						
(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 15 Financial Proposal Form-1:

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Dear Sir,

Subject: Consultancy Services for Evaluation Study of scheme

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 (₹)
A.	PERSONNEL COSTS	
1.	Remuneration for Professional Personnel (inclusive of all personal allowances)	
2.	Remuneration for Support Personnel (inclusive of all personal allowances)	
	Subtotal (A):	
B.	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	

Item No.	Description	Amount (₹)
	Subtotal (B):	
C.	SUBTOTAL OF A+B	
D.	OVERHEAD EXPENSES @. % of (C)	
E.	GOODS AND SERVICES TAX	
F.	TOTAL (including taxes) (C+D+E) (in ₹) In Indian Rupees (in figures) (in words)	

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					

Appendix 16

List of Bid-Specific Provisions^[4]

A. Clauses with currency-based footnotes

1. Introduction.
2. Clause 1.4.1: Conditions of Eligibility of Applicants.
3. Clause 1.11: 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