

Selection of Technical Consultant

Request for Proposal (RFP)

**Evaluation of Decentralized
Procurement of Wheat & Paddy under
Minimum Support Price Scheme of
Department of Food & Public
Distribution**

**I-19011/70/2023-DMEQ
13th December 2024**

**December, 2024
Government of India**

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I-19011/70/2023-DMEO

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

Request for Proposal (RFP)

December, 2024

Subject: Request for Proposal (RFP) for Evaluation of Decentralized Procurement of Wheat & Paddy under Minimum Support Price Scheme of Department of Food & Public Distribution

The Development Monitoring and Evaluation Office (DMEO), National Institution for Transforming India (NITI) Aayog, Government of India, intends to engage a Consultancy Firm to support in the **Evaluation of Decentralized Procurement of Wheat & Paddy under Minimum Support Price Scheme** 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 **January 17, 2024**, 17:00 hours. Applicants can also refer to resources available on GeM (<https://gem.gov.in/support/sellers/?lang=english>) for further queries.

Shri Manish Gade

Economic Officer

Development Monitoring & Evaluation Office (DMEO)

Room No-431, NITI Aayog, Sansad Marg

New Delhi, 110001

Email: dmeoeval-niti@gov.in

Disclaimer

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.

This RFP is not an agreement and is neither an offer nor invitation 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. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. 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.

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.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

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.

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.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by

the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Glossary

Agreement	As defined in Schedule-2
Agreement Value	As defined in Clause 6.1.2 of Schedule-2
Applicable Laws	As defined in Schedule-2
Applicant	As defined in Clause 2.1.1
Associate	As defined in Clause 2.3.3
Authorized Representative	As defined in Clause 2.13.3
Authority	As defined in Clause 1.1.1
Bid Security	As defined in Clause 2.20.1
CACP	Commission of Agricultural Costs and Prices
CAPI	Computer Assisted Personal Interview
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.3.1
Consultancy	As defined in Clause 1.2
Consultancy Team	As defined in Clause 2.1.4
Consultant	As defined in Clause 1.2
CV	Curriculum Vitae
DBT	Direct Benefit Transfer
DCP	Decentralized Procurement
Deliverables	As defined in Clause 11 of Schedule-1
Documents	As defined in Clause 2.12
Effective Date	As defined in Clause 2.1 of Schedule-2
Eligible Assignments	As defined in Clause 3.1.5
FAQ	Fair Average Quality
FCI	Food Corporation of India
Final Evaluation Report	As specified in Clause 13 of Schedule-1
Financial Proposal	As defined in Clause 2.15.1
Form of Agreement	Form of Agreement as in Schedule-2

GEM	Government e-Marketplace
INR, Re, ₹	Indian Rupee(s)
Inception Report	As specified in Clause 11 of Schedule-1
Key Date	As defined in Clause 12 of Schedule-1
Key Personnel	As defined in Clause 2.1.4
KII	Key Informant Interview
KMS	Kharif Marketing Season
Lead Member	As defined in Clause 2.1.1
Legal entity	As defined in Clause 2.2.2 (A)
LMT	Lakh Metric Tonnes
LOA	Letter of Award as specified in clause 2.28
Member	As defined in Clause 1.1.1 of Schedule-2
MIS	Management Information Systems
MSP	Minimum Support Price
NFSA	National Food Security Act
Official Website	As defined in Clause 1.11.2
OOMF	Output Outcome Monitoring Framework
PDS	Public Distribution System
Personnel	As defined in Clause 1.1.1(m) of Schedule-2
Professional Personnel	As defined in Clause 2.14.6
Project	As defined in Clause 1.1.2
Project Manager	As defined in Clause 4.6 of Schedule-2
Proposal	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clauses 1.5 and 1.8
Resident Personnel	As defined in Clause 1.1.1(n) of Schedule-2
RFP	As defined in Disclaimer
RMS	Rabi Marketing Season
Selected Applicant	As defined in Clause 1.6

Selection Process	As defined in Clause 1.6
Services	As defined in Clause 1.1.1(o) of Schedule-2
Sole Firm	As defined in Clause 2.1.1
Statement of Expenses	As defined in Note 13, Form-2 of Appendix-II
Statutory Auditor	An Auditor appointed under Applicable Laws
Support Personnel	As defined in Clause 2.14.6
Team Leader	As defined in Clause 2.1.4
Technical Proposal	As defined in Clause 2.14.1
TOR	As defined in Clause 1.1.2
TPDS	Targeted Public Distribution System
US\$	United States Dollar
WG	Working Group

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

Interpretations

In this RFP and the associated Contract, except where the contrary intention is expressed:

- a. the singular includes the plural and vice versa, and a gender includes other genders;
- b. another grammatical form of a defined word or expression has a corresponding meaning;
- c. a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Contract, and a reference to this Contract includes any schedule or annexure;
- d. a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- e. a reference to rupee or Indian rupees to the Indian currency;
- f. a reference to time is to the time in the place where the obligation is to be performed;
- g. a reference to a party is to a party to this Contract, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;
- h. a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- i. if the Consultant is a Company/LLP/Society/Trust/ Association/ Consortium, the Consultant enters the Contract with warrant that it has the power to perform its obligations under this Contract;
- j. a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- k. a word or expression defined in the Companies Act has the meaning given to it in the Companies Act;
- l. the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- m. any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- n. any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- o. if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- p. headings are for ease of reference only and do not affect interpretation.

Invitation for Proposal

1. Introduction¹

1.1. Background

- 1.1.1. The Development Monitoring and Evaluation Office (DMEO) (the “**Authority**”) was constituted in September 2015 by merging of the erstwhile Programme Evaluation Office (PEO) and the Independent Evaluation Office (IEO). DMEO is an attached Office of NITI Aayog to fulfil the mandates of monitoring and evaluation assigned to NITI Aayog.
- 1.1.2. The Authority is conducting **Evaluation of Decentralized Procurement of Wheat & Paddy under Minimum Support Price Scheme.**
- 1.1.3. The Authority reserves the right not to go ahead with the RFP for the project mentioned above.
- 1.1.4. The Authority has decided to carry out the process for selection of a Technical Consultant for the **Evaluation of Decentralized Procurement of Wheat & Paddy under Minimum Support Price Scheme** (the “**Project**”) in accordance with the Terms of Reference specified at Schedule-1 (the “**TOR**”).

1.2. Request for Proposals

- 1.2.1. 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**”).
- 1.2.2. The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

1.3. Due Diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in [clause 1.10](#) of Invitation for Proposal.

1.4. Availability of RFP Document

The document can be downloaded from the Official Website of the Authority (<https://dmeo.gov.in/tenders>) and GEM - Government e-Marketplace (<https://gem.gov.in/>).

1.5. Validity of the Proposal

The Proposal shall be valid for a period of 90 days from the Proposal Due Date (the “**PDD**”) as specified in [clause 1.8](#) and [Clause 2.17](#).

1.6. Brief Description of the Selection Process

¹ Instructions for Applicants

Note 1: Blank spaces contain formats that are to be used by the Applicant after the RFP is issued. (See Appendix-III)

Note 2: Footnotes marked - “\$” in the relevant Clauses of the RFP and Schedules are for guidance of the Applicants. In case of Appendices, the footnotes marked - “\$” or in other non-numerical characters shall be omitted by the Applicants while submitting their respective Proposals. (See Appendix-III)

The Authority has adopted a two-stage selection process (collectively the “Selection Process”) for evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes.

In the first stage, a technical evaluation will be carried out as specified in [Clause 3.1](#). Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in [Clause 3.2](#). In the second stage, a financial evaluation will be carried out as specified in [Clause 3.3](#). Proposals will finally be ranked according to their combined technical and financial scores as specified in [Clause 3.4](#). The first ranked Applicant shall be selected for negotiation (the “**Selected Applicant**”).

1.7. Currency Conversion Rate and Payment

- 1.7.1. For the purposes of technical evaluation of Applicants, the currency conversion rate would be RBI Reference rate at prevailing rate on day of PDD.
- 1.7.2. All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and bear the exchange rate risk, if any, shall be borne by the Consultant.

1.8. Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

#	Event Description	Date
1.	Publication of RfP on GeM Portal	13/12/2024
2.	Last date for receiving queries/clarifications	27/12/2024
3.	Pre-Proposal Conference	27/12/2024
4.	Authority Response to queries	07/01/2025
5.	Proposal Due Date (PDD)	17/01/2025 at 17:00 hrs
6.	Opening of Proposals	20/01/2025
7.	Letter of Awards (LOA)	07/02/2025 (tentative)
8.	Signing of Agreement/Acceptance of LOA	14/02/2025 (tentative)
9.	Validity of Applications	90 days of Proposal Due Date

1.9. Pre-Proposal Queries

Prospective Applicants may address their queries clearly specifying “Evaluation of Decentralized Procurement of Wheat & Paddy under Minimum Support Price Scheme” in the subject line to the nodal officer specified below

Shri Manish Gade
Economic Officer

Development Monitoring & Evaluation Office (DMEO)
Room N0-431, NITI Aayog, Sansad Marg
New Delhi, 110001
Email: dmeoeval-niti@gov.in
Phone: 011 - 23096799

1.10. Pre-Proposal Conference

- 1.10.1. Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 1.10.2. During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process. The date, time and venue of Pre-Proposal Conference shall be:

Date: 27th December 2024

Time: 11:30 A.M

Venue: Room number 228, NITI Bhawan, NITI Aayog

Meeting Link:

<https://dmeo.webex.com/dmeo/j.php?MTID=maabc10daf37225e3bfc10f0d334bf74f>

Applicants may register for the same until a day prior to the Pre-proposal Conference by submitting the details of their representatives attending the pre-proposal conference at the below link:

Registration Link: <https://forms.gle/cNXX3vmWi6k1e5ki8>

1.11. Communications

- 1.11.1. All communications including the submission of Proposal should be addressed to:

Shri Manish Gade
Economic Officer

Development Monitoring & Evaluation Office (DMEO)
Room N0-431, NITI Aayog, Sansad Marg
New Delhi, 110001
Email: dmeoeval-niti@gov.in
Phone: 011 - 23096799

- 1.11.2. The Official Website of the Authority is: <https://dmeo.gov.in/>

Note: Please open <https://dmeo.gov.in/tenders> or GEM - Government e-Marketplace (<https://gem.gov.in/>) to access all the posted and uploaded documents related to this RFP.

- 1.11.3. All communications, including submission in original form of both, Power of Attorney ([as per Clause 2.13.3](#)) and Bid Security or Bid Security Declaration, as the case may be, ([as per Clause 2.20](#)), should have the following caption, marked at the top in bold letters:

**RFP for “Evaluation of Decentralized Procurement of Wheat &
Paddy under Minimum Support Price Scheme”**

2. Instructions to Applicants

A. General

2.1. Scope of Proposal

- 2.1.1. 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 firm 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. In case of a consortium, a maximum of four (4) consortium members (including the Lead Member) are allowed. The term applicant (the “**Applicant**”) means the Sole Firm or the Lead Member or Universities or Academic Institutions, as the case may be. The Authority only deals with the Lead Member of consortiums for all the purposes. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2. Applicants are advised that the selection of consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are final without any right of appeal whatsoever.
- 2.1.3. The Applicant shall submit its Proposal in the form and manner specified in this [Section 2 \(Instruction to Applicants\)](#) of the RFP. The Technical Proposal shall be submitted in the form at [Appendix-I](#) and the Financial Proposal shall be submitted in the form at [Appendix-II](#). Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at [Schedule-2](#). The responsibility related to the completion of study in terms of submission of deliverables and achievements of milestones, as prescribed in Terms of Reference, lies with the Applicant.
- 2.1.4. Sub-contracting by the Applicant is not permitted. However, for conducting field surveys the Applicant may engage field investigators or survey firms. The responsibility to maintain the highest quality of data collected by this study, in compliance with Clause 5.2.3 of Schedule 1 of this RFP, lies with the Applicant. The Applicant should submit the credentials² of such survey firms in conducting the field survey in the inception report.
- 2.1.5. **Key Personnel:**
- The Consultant shall form a multi-disciplinary team (the “**Consultancy Team**”) for undertaking this assignment. The Consultancy Team shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified below:

² Details of previous experience of the survey firm to be provided by the Applicant during the inception stage of the study: Name of Project, Project Undertaken for, total value of project, sample size involved, duration of project, date of completion of project. A maximum of 3 works can be highlighted

S. No.	Key Personnel	Responsibilities
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.</p> <ul style="list-style-type: none"> ● Overall execution of the consultancy assignment with DMEO. ● Accountable leadership providing guidance, problem solving support and leading discussions with senior stakeholders ● Ensure all deliverables and milestones are satisfactorily delivered ● Ensure high quality of data, analysis and report writing. ● Drive discussions with senior officials in the Government at Centre and State levels ● Defining the detailed work plan, and managing the team of consultants against the work plan ● Coordinating with the core team, survey team and other stakeholders ● Sending periodic updates to DMEO, highlighting challenges and potential solutions in project execution. ● Project management as per agreed activities, timelines and deliverables ● Act as the focal point of contact for the project related activities and would be responsible for presenting the findings and recommendations of the evaluation study in the high level meetings as per requirement. ● Any other project management and stakeholder communication related activities
2.	Monitoring and Evaluation Specialist (Project Manager)	<p>S/He will assist the Team lead in leading, coordinating and supervising the multidisciplinary team for the evaluation Study. S/He will be responsible for:</p> <ul style="list-style-type: none"> ● Lead the research activities and development of research tools, analysis plan, and training of the survey team. ● Designing the overall study approach to synthesize the analysis. ● Organizing and overseeing the use of qualitative and quantitative evaluation techniques

S. No.	Key Personnel	Responsibilities
		<ul style="list-style-type: none"> ● Designing a meta-analysis plan based on the secondary data. ● Developing the evaluation matrix to address all the evaluation objectives. Detailed mapping of each evaluation objectives with the analysis plan. ● Designing primary data collection tools like discussion guides for focus group discussions, agenda and interview guide for in- depth interviews, household-level survey questionnaires, facility survey guides and preparing a data analysis plan. ● Monitoring the field survey. ● Ensuring data quality of the primary data collected and the use of latest analytical tools for qualitative and quantitative data analysis ● Facilitating the data flow from the states and managing all field surveyors/field managers. ● Conduct econometric analysis of data
3.	Foodgrain Procurement Specialist	<p>S/he will be responsible for:</p> <ul style="list-style-type: none"> ● Providing foodgrain procurement sector inputs in terms of technology, process, costing, challenges/ gaps, best practices, etc. related to the study ● To prepare a research note on comparative analysis of the centralized vs. decentralized procurement including processes involved, and their relative pros and cons. Also, record all the best practices found in the sector. ● To finalize the cost-benefit analysis framework for both the centralized and decentralized procurement. ● Drive discussions with senior officials in the Government at Centre and State levels ● Providing analysis plan, questionnaire and discussion guide design, analysis of secondary and primary data. ● Inception, mid-term and final evaluation report review, sector-specific synthesis and recommendations, etc. among other ● The foodgrain procurement specialist will work closely with the agriculture specialist in the framing of the questionnaire, design the analysis plan and interpretation of the findings of the study.

S. No.	Key Personnel	Responsibilities
4.	Agriculture Specialist	<p>S/he will be responsible for:</p> <ul style="list-style-type: none"> ● Conduct research on emerging trends, challenges, and opportunities in the agricultural sector and stay updated with the latest developments in the field of agriculture and incorporate such relevant case studies/findings into the evaluation report. For such analysis, S/he should extensively use secondary data with regard to agricultural production (actual and estimated), optimal quantity of foodgrains, buffer stock requirement, calculation of economic cost, mark-ups etc. ● Providing specific inputs on agricultural production, productivity, and storage, of wheat and paddy or rice as a part of the study at the stages of analysis plan preparation, meta-analysis, questionnaire and discussion guide design, analysis of secondary and primary data, mid- term and final evaluation report review, etc. among others. ● The agriculture specialist will work closely with the foodgrain procurement specialist in the framing of the questionnaire, design the analysis plan and interpretation of the findings of the study.
5.	Statistician	<p>S/he will be responsible for:</p> <ul style="list-style-type: none"> ● Providing basic statistical rigor in developing methodology, including sampling, questionnaires, data analysis from primary and secondary sources. ● Monitoring the field survey ● Finalizing primary data collection tools like discussion guides for focus group discussions, agenda for in depth interviews and survey questionnaires and preparing a data analysis plan. ● Ensuring data quality of the primary data collected and the use of the latest analytical tools for qualitative and quantitative data analysis ● To oversee data collection in its initial phases to identify and resolve any issue pertaining to data collection and to manage any shortfall in sampled respondents.

S. No.	Key Personnel	Responsibilities
		<ul style="list-style-type: none"> Conduct statistical analysis of data
6.	Data Management and Analytics Expert	<p>S/He will be responsible for:</p> <ul style="list-style-type: none"> Lead Development of CAPI tool- configuring the questionnaire developed by M&E expert on CAPI Monitor and review the CAPI tools prepared for data collection. Making contingency plans to overcome issues related to technical problems of CAPI. Conducting meta-analysis and secondary research from different sources for the study. Produce a report based on detailed analysis of all the secondary data sets. Assisting in cleaning primary data, storage, analysis and management. Assisting other team members in research and analysis. Assist in designing research tools for quantitative and qualitative research Conduct detailed analysis and report writing
Other Professionals Personnel		
7.	Content Editor	<p>S/He will be responsible for ensuring:</p> <ul style="list-style-type: none"> High Quality of content including design and presentation of the reports Editing of reports to make them free from grammatical, language and spelling errors The content of the reports should not be repetitive in nature. Referencing in the report using citation elements such as Chicago, APA etc.

2.2. Conditions of Minimum Eligibility of Applicants

2.2.1. 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 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.

2.2.2. 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, business structure that is recognized as a distinct entity under law. It can be an incorporated Company or LLP under Indian Laws or Not-for-profit organizations registered as a Society or a Trust under Indian Laws or academic institutions. The Applicant should not have been debarred or blacklisted by the Central Government, any State Government, a Statutory Authority, or a Public-Sector Undertaking, from participating in any consulting assignment.
- B. **Technical Capacity:** The Applicant shall have, **over the past 5 (five) financial years** preceding the PDD, undertaken **a minimum of 2 (two) Eligible Assignments** as specified in [Clause 3.1.5](#).
- C. **Financial Capacity:** The Applicant shall have a minimum annual total revenue of ₹ **5 (five)** crore per annum during any of the 3 (three) financial years out of preceding 5 (five) financial years (FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24).³
- D. **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (E) below.
- E. **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

S. No.	Key Personnel	Minimum Educational Qualifications ⁴	Length of Professional Experience	Minimum Length of Relevant Experience
1.	Team Leader	Master's Degree (or equivalent)	15 years	At least 5 years of experience in agriculture or related sector
2.	Monitoring and Evaluation Specialist (Project Manager)	Master's Degree (or equivalent)	10 years	At least 5 years of experience in evaluation/assessment/research/surveys/projects
3.	Foodgrain Procurement Specialist	Bachelor's Degree (or equivalent)	8 Years	At least 3 years of experience in foodgrain procurement

³ In case Applicant is a University, total revenue implies income of the university from all sources including grants of all types (recurring etc.)

⁴ 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 [Clause 2.2.2\(E\)](#).

S. No.	Key Personnel	Minimum Educational Qualifications ⁴	Length of Professional Experience	Minimum Length of Relevant Experience
				or related sector.
4.	Agriculture Specialist	Master's Degree (or equivalent) in agriculture related fields	8 years	At least 3 years of experience in agriculture sector related to wheat and paddy (or rice)
5.	Statistician	Master's Degree (or equivalent) in Statistics	8 years	At least 3 years of relevant experience in use of statistical tools.
6.	Data Management and Analytics Specialist	Bachelor's Degree (or equivalent) in any field with Degree/ Diploma/ Certificate course in Data Science/ Data Management/ Data Analytics or related field(s).	8 years	At least 5 years of experience in quantitative and qualitative data management and analysis.
Other Professionals Personnel ⁵				
7.	Content Editor	Master's Degree in English, Journalism and Mass Communication or related fields	5 years	At least 2 years of experience in content editing roles

2.2.3. The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors⁶ stating its Annual Total Revenue in any of the 3 (three) financial years out of preceding 5 (five) financial years i.e., FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24). In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

⁵ Other Professional Personnel will not be subject to the scoring in the technical evaluation of the proposal.

⁶ 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 in respect of [clause 2.2.3](#).

- 2.2.4. The Applicant should submit a Power of Attorney (POA) as per the format at [Form-4 of Appendix-I](#); provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant 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. will be considered.

- 2.2.5. Any entity which has been barred by the Central Government, any State Government, a statutory authority, or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.6. An Applicant or its Associate should have, during the last three years, neither 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 or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.7. 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. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3. Conflict of Interest

- 2.3.1. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). 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.
- 2.3.2. The Authority requires that the Consultant provides 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 shall 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.
- 2.3.3. Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the [Guidance Note](#) on conflict of interest at **Schedule-3**.

2.4. Number of Proposals

No Applicant or its Associate shall 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, their applications shall be rejected.

2.5. 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.

2.6. 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.

2.7. Acknowledgement by Applicant

2.7.1. It shall be deemed **that by submitting the Proposal, the Applicant has:**

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority; or relating to any of the matters referred to in [Clause 2.6](#) above;
- (d) satisfied itself about all matters, things and information, including matters referred to in [Clause 2.6](#) herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2. The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8. Right to reject any or all Proposals

2.8.1. 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.

2.8.2. Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation 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.

B. Documents

2.9. Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Amendment issued in accordance with [Clause 2.11](#):

Request for Proposal

1. Introduction
2. Instructions to Applicants
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Miscellaneous

Schedules

1. **Terms of Reference**
2. **Form of Agreement**
 - Annex-1: Terms of Reference
 - Annex-2: Deployment of Personnel
 - Annex-3: Estimate of Personnel Costs
 - Annex-4: Cost of Services
 - Annex-5: Payment Schedule
 - Annex-6: Bank Guarantee for Performance Security
3. **Guidance Note on Conflict of Interest**

Appendices

Appendix-I: Technical Proposal

- Form-1: Letter of Proposal
- Form-2: Particulars of the Applicant
- Form-3: Statement of Legal Capacity
- Form-4: Power of Attorney
- Form-5: Financial Capacity of Applicant
- Form-6: Particulars of Key Personnel
- Form-7: Proposed Methodology and Work Plan

Form-8: Eligible Assignments of the Applicant

Form-9: Deployment of Personnel

Form-10: Other Implementation Support Team Members

Form-11: Bid Security Declaration Form

Form-12: Letter of Intent for Technical Collaboration

Appendix-II: Financial Proposal

Form-1: Covering Letter

Form-2: Financial Proposal

Form-3: Estimate of Personnel Costs

Appendix-III: List of Bid-Specific Provisions

Appendix-IV: References

2.10. Clarifications

- 2.10.1. Applicants requiring any clarification on the RFP may submit their queries online to the Authority through GeM portal (<https://gem.gov.in/>) by logging in through their registered email id before the date mentioned in the Schedule of Selection Process at [Clause 1.8.](#)

The Authority shall endeavour 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 will post the reply to all such queries on the Official Website/GeM portal without identifying the source of queries.

- 2.10.2. The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.11. Amendment of RFP

- 2.11.1. At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, modify the RFP document by the issuance of Amendment and posting it on the Official Website.

- 2.11.2. 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.

- 2.11.3. 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 Date⁷§.

C. Preparation and Submission of Proposal

2.12. Language

⁷ § 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.

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13. Format and signing of Proposal

2.13.1. The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2. The Applicant shall submit its bid in the electronic form on or before the date and time as mentioned in the Schedule of Selection Process at [Clause 1.8.](#)

2.13.3. Bids along with all the scanned copies of the document should be submitted in the electronic form only through the GEM e-tendering system as mentioned above. Before the bid documents are uploaded, all attached documents should be signed using digital signatures of the authorised representative (the “**Authorised Representative**”) as detailed below:

(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 authorised person holding the Notorised Power of Attorney, in case of a Limited Company or a corporation; or

(d) by the Authorised Representative of the Lead Member, in case of consortium.

A Notorised copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form-4) shall be uploaded along with the Proposal.

2.13.4. The following documents shall be sent separately to the Authority in original through Speed Post/Registered Post or delivered by hand to the person specified in the Clause 1.11.1 in a sealed envelope:

a) Notorised Power of Attorney as required under Clause 2.13.3 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 2.20.](#) 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 no later than 5 (five) working days after the bid opening (Opening of Proposals).

Kindly note that, the proposal shall be rejected if hard copy of the Bid security or Bid Security Declaration is not submitted no 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 specified in this Clause 2.13.4 shall clearly bear the following identification:

RFP for “Evaluation of Decentralized Procurement of Wheat and Paddy under Minimum Support Price Scheme”

If this envelope is not sealed and marked as instructed above, NITI Aayog assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any suffered by the bidder.

Please note that, if the above documents are not submitted in original (hard copy) form as above, or if there is any discrepancy found between the above documents submitted in original (hard copy) form and that submitted on the GeM Portal, the award of this Consultancy may be liable to cancellation and the bid security shall be forfeited or the action shall be taken as per the bid security declaration, as the case may be, against the Consultant.

- 2.13.5. Applicants should note the Proposal Due Date, as specified in [Clause 1.8](#), 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 [Clause 2.17.1](#). 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. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of [Clause 2.24](#).
- 2.13.6. The Authority is neither a party nor a principal in the relationship between the Applicant and the organisation hosting the e-procurement portal (hereinafter called the Portal). Applicants must comply with the rules, regulations, procedures, and implied conditions/agreements of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. Consultants shall settle clarifications and disputes, if any, regarding the Portal directly with them.

2.14. Technical Proposal

- 2.14.1. Applicants shall submit the technical proposal online in the formats at [Appendix-I](#) (the “**Technical Proposal**”).
- 2.14.2. 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 prescribed signatories;
 - (c) Power of Attorney, if applicable, is executed as per Applicable Laws;
 - (d) Duly signed CVs of all **Key Personnel** and **other professional personnel**;

- (e) Key Personnel and other professional personnel have been proposed only if they meet the Conditions of Eligibility laid down at [Clause 2.2.2 \(E\)](#) of the RFP;
 - (f) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
 - (g) The CVs have been recently signed and dated in blue ink or digitally signed by the respective Personnel, and digitally countersigned by the Applicant. A copy of the CV signed by respective Key Personnel, duly digitally countersigned by the authorised signatory, shall be accepted. If 50%, i.e. 2 out of 4 CVs are not signed by the key personnel, the evaluation should be carried without considering these unsigned CVs and, if this Consultant is still a winner, the signed CVs should be submitted by the Selected Consultant before the award of contract. The replacement of such key personnel would not be allowed before the award of the contract unless such key personnel are found to be ineligible as per the [Clause 2.25.1](#). If 75%, i.e. 3 out of 4 of the CVs are not signed by the respective proposed key personnel, the proposal should be termed as non-responsive and rejected at the technical evaluation stage.
 - (h) The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
 - (i) Professional Personnel proposed have good working knowledge of English language;
 - (j) Key Personnel would be available for the period indicated in the TOR;
 - (k) The proposal is responsive in terms of [Clause 2.22.3](#).
- 2.14.3. Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.4. If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) year. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.
- 2.14.5. The Technical Proposal shall not include any financial information relating to the Financial Proposal. If done so, the bidder is liable to be rejected.
- 2.14.6. The proposed team shall 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 [Clause 2.1.5](#) shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at [Form-6 of Appendix-I](#).

- 2.14.7. 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.
- 2.14.8. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, the Authority reserves the right to take action as per the Bid Security or Bid Security Declaration for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15. Financial Proposal

- 2.15.1. Applicants shall submit online the financial proposal in the formats at Appendix-II (the “**Financial Proposal**”, clearly indicating the total cost of the Consultancy ([Item \[F\] of Form-2 of Appendix-II](#)) in both figures and words, in Indian Rupees (INR or ₹), and signed by the Applicant’s Authorised Representative. 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.
- 2.15.2. While submitting the Financial Proposal, the Applicant shall 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 shall 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 shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
 - (iii) Costs (including breakdown of costs) shall be expressed in INR.

2.16. Submission of Proposal

- 2.16.1. The Applicants shall submit electronically the Proposal with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be digitally signed by the Authorised Representative of the Applicant as per the terms of the RFP. 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 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.
- 2.16.2. The proposal shall need to be submitted online on the GeM Portal itself; manual/offline bids shall not be accepted under any circumstances. Also, the applicant shall have to separately send Bid Security or Bid Security Declaration and Notorised Power of Attorney in original hard copy to the Authority as specified in the [Clause 2.13.4](#)
- 2.16.3. The Technical and Financial bids must be submitted online in their respective folders, one clearly marked “**Technical Proposal**” and the other clearly marked “**Financial Proposal**”. The folder marked —Technical Proposal shall contain:
- (i) Application in the prescribed format ([Form-1 of Appendix-I](#)) along with Forms 2 to 13 of Appendix-I and supporting documents; and
 - (ii) Scanned copy of Bid security Declaration or Bid Security Declaration as specified in [Clause 2.20.1](#)
- The folder marked —Financial Proposal shall contain the Financial Proposal in the prescribed format (Forms 1, 2 & 3 of [Appendix-II](#)).
- 2.16.4. All pages of the Technical Proposal and Financial Proposal must be numbered and digitally signed by the Authorised Representative of the Applicant.
- 2.16.5. The complete Proposal must be submitted online on or before 17:00 hours on the Proposal Due Date specified in [Clause 1.8](#). Proposals submitted by post, fax, telex, telegram, in-person or e-mail shall not be entertained.
- 2.16.6. The Proposal shall be made in the Forms specified in this RFP. 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 entertained.
- 2.16.7. The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Consultancy by the Authority and discharge of all obligations of the Consultant under the Agreement.

2.17. Proposal Due Date

- 2.17.1. Proposal should be submitted online on the GEM portal, on or before 17:00 hours on the Proposal Due Date specified in [Clause 1.8](#) in the manner and form as detailed in this RFP. The Applicant is advised to retain the acknowledgement of the online submission of the bid for future reference.

- 2.17.2. The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with [Clause 2.11](#) uniformly for all Applicants.

2.18. Late Proposals

Proposals submitted after the due date will not be accepted by the GeM portal and hence will automatically be rejected. DMEO will in no case be responsible if the bid is not submitted online within the specified timelines.

2.19. Modification/ substitution/ withdrawal of Proposals

- 2.19.1. The Applicant may modify, substitute, or withdraw its proposal by logging into the GEM portal prior to the proposal due date and time.
- 2.19.2. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.
- 2.19.3. Any request for alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date shall be disregarded.

2.20. Bid Security

- 2.20.1. The Applicant shall furnish as part of its Proposal, a **bid security of ₹ 6.5 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 Nationalised/ Scheduled Banks in India in favour of PAO, NITI Aayog payable at New Delhi, except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department [or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)].
- 2.20.2. Bid security is returnable not later than 30 (thirty) days from PDD except in case of the two highest ranked Applicants as required in [Clause 2.25.1](#). In the event that the first ranked Applicant commences the assignment as required in [Clause 2.30](#), the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case later than 120 (one hundred and twenty) days from PDD. After the award of the contract, the Selected Applicant 's Bid Security shall be returned within 30 (thirty) days on receipt of the performance security in accordance with the provisions thereof. Bid securities of the unsuccessful bidders during first stage i.e. technical evaluation, would be returned within 30 days of declaration of results of the technical evaluation. In case of government owned universities/academic institutions, the Applicant shall furnish, as part of its Proposal, a Bid Security Declaration (instead of bid security) as per format specified in [Appendix-I Form-11](#). Universities/academic institutions (hereunder referred to as universities/institutions) should be recognized by University Grant Commission or any State or the Central Government.
- 2.20.3. 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
- 2.20.4. The authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

- 2.20.5. 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 4 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 Applicant 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 2.25.1](#);
 - e. In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in [Clauses 2.29](#) and [2.30](#) respectively; or
 - f. If the Applicant is found to have a Conflict of Interest as specified in [Clause 2.3](#).

2.21. Performance Security

- 2.21.1. 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
- 2.21.2. An amount equal to 3% (three per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof. 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.
- 2.21.3. Bid security shall be refunded to the successful bidder on receipt of Performance Security.

D. Evaluation Process

2.22. Evaluation of Proposals

- 2.22.1. 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.
- 2.22.2. Proposals withdrawn prior to proposal due date shall not be considered for evaluation in accordance with [Clause 2.19](#).
- 2.22.3. 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 may be considered responsive if:

- a. The Technical Proposal is received in the form specified at [Appendix-1](#): (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 2.17](#);
 - c. It is accompanied by the Bid Security or Bid Security Declaration Form as specified in [Clause 2.20.1](#).
 - d. It is digitally signed, numbered and submitted as stipulated in [Clauses 2.13](#) and 2.16;
 - e. It is accompanied by the Power of Attorney as specified in [Clause 2.2.4](#);
 - f. It contains all the information (complete in all respects) as requested in the RFP;
 - g. It does not contain any condition or qualification; and
 - h. It is not non-responsive in terms hereof.
- 2.22.4. 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.
- 2.22.5. The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at [Clause 1.6](#) and the criteria set out in Section 3 of this RFP.
- 2.22.6. After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of [Clause 3.2](#) 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 3.3](#) and [3.4](#).
- 2.22.7. 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.
- 2.22.8. 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.
- 2.22.9. Deviations/Omissions: During the evaluation of proposals, the following definitions apply:
- a. "Deviation" is a departure from the requirements specified in the RFP document;
 - b. "Omission" is failing to submit part or all of the information or documentation required in the RFP Document;

The decision of the Authority shall be final in this regard.

2.23. 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.

2.24. Clarification

- 2.24.1. 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.
- 2.24.2. If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. Appointment of Consultant

2.25. Negotiations

- 2.25.1. The Selected Applicant may, if necessary, be invited for negotiations. 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 under [Clause 2.2.2 \(E\)](#) shall be replaced by the Applicant with better candidate (s) to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to forfeit the bid security or Bid security declaration of the Applicant in accordance with the provisions of [Clause 2.20.5](#).
- 2.25.2. 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.
- 2.25.3. 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 competent officer 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.

- 2.25.4. As a pre-requisite to the negotiations, the Selected Applicant shall confirm the availability of all Key Personnel included in the Proposal. Failure to confirm the Key Personnel availability may result in the Applicant's Proposal being declared non-responsive and the Authority proceeding to negotiate the Contract with the next-ranked responsive applicant. 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 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. Authority reserves its right to seek during negotiations the replacement of the Key Personnel, subject to the maximum limit of two, who are found to be ineligible
- 2.25.5. The negotiations are 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.

2.26. Substitution of Key Personnel

- 2.26.1. 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 permitted if the Key Personnel is not available for reasons of medical incapacity or death, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 2.26.2. The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of medical incapacity or death. 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. Such deduction from the remuneration specified for the original Key Personnel shall be deducted from the date of the replacement till 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. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.
- 2.26.3. Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

- 2.26.4. 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. This substitution will also be subject to payment deductions as described in Clause 2.26.2.

2.27. Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.28. Award of Consultancy

After selection, a 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 by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, reserves the right to take action as per the Bid Security or Bid Security Declaration of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA.

2.29. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, the Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.30. Commencement of Assignment

The Consultant shall commence the Services within 7 (seven) days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the Bid Security of the Consultant shall be forfeited or action shall be undertaken by the Authority as per the Bid Security Declaration in accordance with the provisions of [Clause 2.20.4.](#)

2.31. Proprietary Data

Subject to the provisions of [Clause 2.23](#), all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority. The Consultant shall make suitable arrangements for the preservation of data collected during the study, such as filled in schedules, tabulation or working sheets, reports, photographs etc., relating to the Project in electronic form and this shall be shared with the Authority at the time of submission of Final report. The ownership of all such data shall remain with the Authority. All raw data compiled during the consultancy assignment shall be transferred to the authority. No data collected in context of the study may be destroyed or otherwise disposed of or given to any other organization/individual, unless so approved by the Authority.

3. Criteria for Evaluation

3.1. Evaluation of Technical Proposals

- 3.1.1. In the first stage, the Technical Proposal will be evaluated based on Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience and qualifications of the proposed 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.
- 3.1.2. A Proposal shall be rejected if three or more Key Personnel are not eligible. In case the Selected Applicant has one or two Key Personnel who is/are not eligible, she/ they would have to be replaced during negotiations, with better candidate (s) who, in the opinion of the Authority, would be eligible as per the [Clause 2.2.2 \(E\)](#). However, if the team leader is found not eligible then the proposal will be rejected.
- 3.1.3. And, technical score (S_T) is calculated by considering the highest Technical Proposal (T_{Max}) will be given a technical score (S_T) of 100 points. The technical scores of other proposals will be computed as follows:

$$S_T = 100 \times T / T_{Max}$$

(T = absolute score of Technical Proposal)

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

S. No.	Parameter	Maximum Marks	Criteria
1.	Relevant Experience of the Applicant⁸	30	<p>Maximum 10 eligible assignments can be submitted by the applicant.</p> <p>a. Sample size of eligible assignments of the applicant (max 10 marks). The marks will be allocated based on the following: Each eligible assignment with survey sample size of:</p> <ul style="list-style-type: none"> ● 750 - 1000: 0.8 mark ● 1001-1200: 0.9 mark ● 1201 and above: 1 mark⁹ <p>b. Average annual total revenue of the applicant (max 10 marks)</p> <ul style="list-style-type: none"> ● ₹5 crore to ₹ 6 crores: 8 marks ● Above ₹6 crore to ₹ 7 crores: 9 marks ● Above ₹ 7 crores: 10 marks <p>c. Value of Eligible Assignments (10 marks) The marks will be allocated based on the following: Each eligible assignment with value:</p> <ul style="list-style-type: none"> ● ₹ 0.4 crore to ₹ 1.0 crore: 0.8 marks ● Above ₹ 1 crore to ₹ 1.5 crore: 0.9 marks ● Above ₹ 1.5 crore: 1 marks
2.	Proposed Methodology and Work Plan	40	<p>Evaluation will be based on the quality of submissions, as per Appendix-I Form-7, and the presentation made by the Applicant¹⁰</p> <p>*10% of the maximum marks of Proposed Methodology and Work Plan¹¹ are to be awarded for collaboration / consortium / partnership with academic institutions¹².</p>
3.	Experience of Proposed Key Personnel of the Applicant	30	<p>Marks shall be awarded for the relevant experience based on the years of relevant experience</p> <p>3.1. Team leader (Maximum 6 marks)</p>

⁸ With respect to the Scoring Criteria mentioned in Clause 3.1.4 (1 (a) and 1 (c)), it is clarified that while considering the 10 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. To avoid ambiguity, 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.

⁹ Consultation includes interviews, focus group discussions, primary surveys etc. Sample size includes both qualitative and quantitative data collection

¹⁰ The presentation shall be made by all key personnel in-person for their respective part of the presentation. In case of absence of Team leader and M&E expert during presentation, the proposal may be rejected by the Authority.

¹¹ To avoid ambiguity, this 10% is per cent of the marks assigned to sub-category of methodology and work plan in technical scoring.

¹² Letter of Intent needs to be submitted for each collaboration at the technical proposal submission stage and hard copies to be submitted prior to award of the contract.

S. No.	Parameter	Maximum Marks	Criteria
3.1	Team Leader	6	<ul style="list-style-type: none"> ● 5-7 years: 4 marks ● Above 7 years to 9 years: 5 marks
3.2	Monitoring and Evaluation Specialist (Project Manager)	6	<ul style="list-style-type: none"> ● Above 9 years: 6 marks <p>3.2. Monitoring and Evaluation Specialist (Project Manager) (Maximum 6 marks)</p> <ul style="list-style-type: none"> ● 5 years to 7 years: 4 marks ● Above 7 years to 9 years: 5 marks
3.3	Foodgrain Procurement Specialist	5	<ul style="list-style-type: none"> ● Above 9 years: 6 marks <p>3.3. Foodgrain Procurement Specialist (Maximum 5 marks)</p> <ul style="list-style-type: none"> ● 3 years to 5 years: 3 marks
3.4	Agriculture Specialist	5	<ul style="list-style-type: none"> ● Above 5 years to 7 years: 4 marks ● Above 7 years: 5 marks <p>3.4. Agriculture Specialist (Maximum 5 marks)</p>
3.5	Statistician	4	<ul style="list-style-type: none"> ● 3 years to 4 years: 4 marks ● Above 4 years: 5 marks
3.6	Data Management and Analytics Specialist	4	<p>3.5. Statistician (Maximum 4 marks)</p> <ul style="list-style-type: none"> ● 3 years to 4 years: 3 marks ● Above 4 years: 4 marks <p>3.6. Data management and analytics Specialist (Maximum 4 marks)</p> <ul style="list-style-type: none"> ● 5 years to 6 years: 3 marks ● Above 6 years: 4 marks
Total		100	

3.1.5. 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**”):

- Assessment and research/evaluation study in the agricultural sector conducted for the Union/State Government, regulatory commission, tribunal, bilateral agencies, multilateral agencies, statutory authorities, public sector entities in India covering a minimum sample size of **750** respondents.
- Provided that the Eligible Assignments have been completed in the 5 (five) financial years preceding the PDD,
- Provided that the Applicant firm claiming credit for an Eligible Assignment shall have value of at least Rs **40** lakhs for such assignment.

- 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.

3.2. Shortlisting of Applicants

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

3.3. Evaluation of Financial Proposals

- 3.3.1. In the second stage, the financial evaluation will be carried out as per [Clause 3.3](#). The financial score (S_F) for the applicant will be arrived at based on the formula given in [clause 3.3.3](#).
- 3.3.2. For financial evaluation, the total cost indicated in the Financial Proposal will be considered
- 3.3.3. 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 (F_{Min}) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_{Min}/F$$

(F = amount of Financial Proposal)

3.4. Combined and Final Evaluation

- 3.4.1. Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

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

- 3.4.2. 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 2.20.5](#), in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in [Clauses 2.25, 2.29](#) and [2.30](#), as the case may be.

4. Fraud and Corrupt Practices

- 4.1. 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. 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 Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- 4.2. Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, anti-competitive practice, conflict of interest, obstructive practice or anti-competitive practice, conflict of interest, obstructive practice or coercive practice, during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such 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 such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, anti-competitive practice, conflict of interest, obstructive practice or anti-competitive practice, conflict of interest, obstructive practice or coercive practice, as the case may be.
- 4.3. 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

- (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

5. Miscellaneous

- 5.1.** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.2.** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 5.3.** It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 5.4.** All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 5.5.** The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

Schedules

Schedule-1: Terms of Reference

(See [Clause 1.1.4](#))

TERMS OF REFERENCE

FOR

**Evaluation of Decentralized Procurement of Wheat & Paddy under
Minimum Support Price**

SCHEDULE-1
(See [Clause 1.1.4](#))

Terms of Reference (TOR)

for

**Evaluation of Decentralized Procurement of Wheat and Paddy under
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14. Indicative Report Structure
15. Reporting
16. Meetings
17. Miscellaneous
- Annexure-I
- Annexure-II

1. Background

The scheme of Decentralized Procurement (DCP) for procurement of wheat and paddy under Minimum Support Price (MSP) was introduced in 1997-98 with a view to enhance the efficiency of procurement and Public Distribution System (PDS). Under the scheme, the state governments themselves undertake the responsibility of procurement of food grains (wheat and paddy), their scientific storage and distribution under National Food Security Act (NFSA) and other welfare schemes. This differs from the Centralized Procurement System where procurement of food grains (wheat and paddy) is undertaken either by Food Corporation of India (FCI) directly or through state government agencies that handover the stocks to FCI for storage; FCI subsequently issues the stocks against GoI allocations to states. Hon'ble Finance Minister in her 2016 Budget Speech 2016 stated that "...remaining states will be encouraged to take up Decentralized Procurement of food grains.....This will usher in transparency and convenience to the farmers through prior registration and monitoring of actual procurement....". At present, 17 Indian states have adopted Decentralized Procurement of wheat or paddy.

The Scheme of Decentralised Procurement (DCP) has the objective to ensure that Minimum Support Price (MSP) is passed on to the farmers, to enhance the efficiency of procurement and to encourage procurement in non-traditional states (the states where limited production of the food grain used to take place), thereby extending the benefits of MSP to local farmers as well as to save on transit losses and costs. This also enables procurement of food grains more suited to local taste for distribution under the TPDS.

2. Mechanism of Decentralized Procurement

- i. **Planning:** The estimates for procurement of wheat and paddy are finalised by the Government of India in consultation with State Governments and Food Corporation of India, before the commencement of each marketing season based upon estimated production, marketable surplus, and agricultural crop pattern.
- ii. **Minimum Support Price:** Before the harvest during each Rabi/Kharif crop season, the Government of India announces the minimum support prices (MSP) for procurement based on the recommendations of the Commission of Agricultural Costs and Prices (CACP) which along with other factors, takes into consideration the cost of various agricultural inputs and the reasonable margin for the farmers for their produce¹³.
- iii. **Establishment of Purchase Centres:** To facilitate procurement of food grains, FCI and various state agencies in consultation with the State Governments establish a large number of purchase centers throughout the state. The number of centers and their locations are decided by the State Governments, based on various parameters, so as to maximize the MSP operations. For instance, for wheat procurement 21,106 procurement centers in 2021-22 (Rabi Market Season) & 74,684 procurement centers for procurement of paddy in Kharif Marketing Season (KMS) 2020-21 were operated.
- iv. **Procurement of food grains:** State Government or its agencies procure wheat & paddy within the stipulated period with prescribed Fair Average Quality (FAQ)

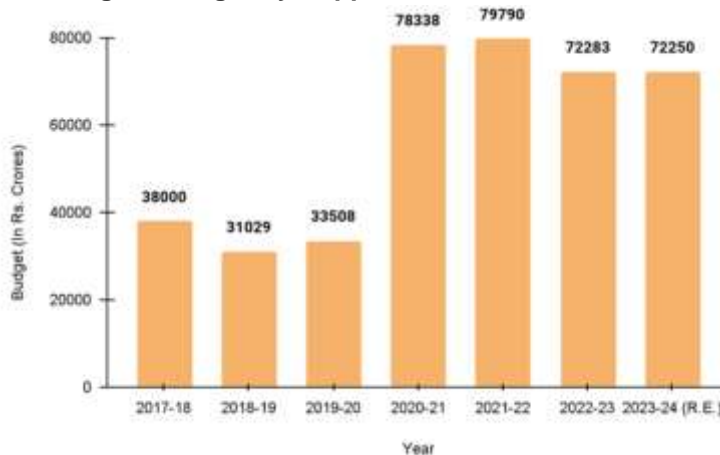
¹³ The factors considered by CACP for fixing MSP include cost of production, domestic and international prices, demand-supply conditions, inter-crop price parity and the terms of trade between agricultural and non-agricultural sectors. MSP ensures a profit of at least 50% over the cost of production for the farmers.

specification at Minimum Support Price (MSP) for Central Pool. If the farmers get prices better than the support price from other buyers such as traders / millers etc., the farmers are free to sell their produce to them. FCI and the State Government/its agencies ensure that the farmers are not compelled to sell their produce below support price.

In RMS 2023-24, 262.02 LMT wheat was procured and ~ 21 lakh wheat farmers have been benefited with the highest number of beneficiaries from Punjab and Madhya Pradesh. In KMS 2022-23 (upto 31.08.2023), 569.42 LMT rice was procured and 1.25 crore paddy farmers have been benefited with the highest number of beneficiaries from Chhattisgarh and Telangana. The surplus foodgrain procured by DCP states, in excess of their Targeted Public Distribution System (TPDS) requirement is handed over to Food Corporation of India (FCI) for the Central Pool Stocks. Deficit, if any, is met by FCI.

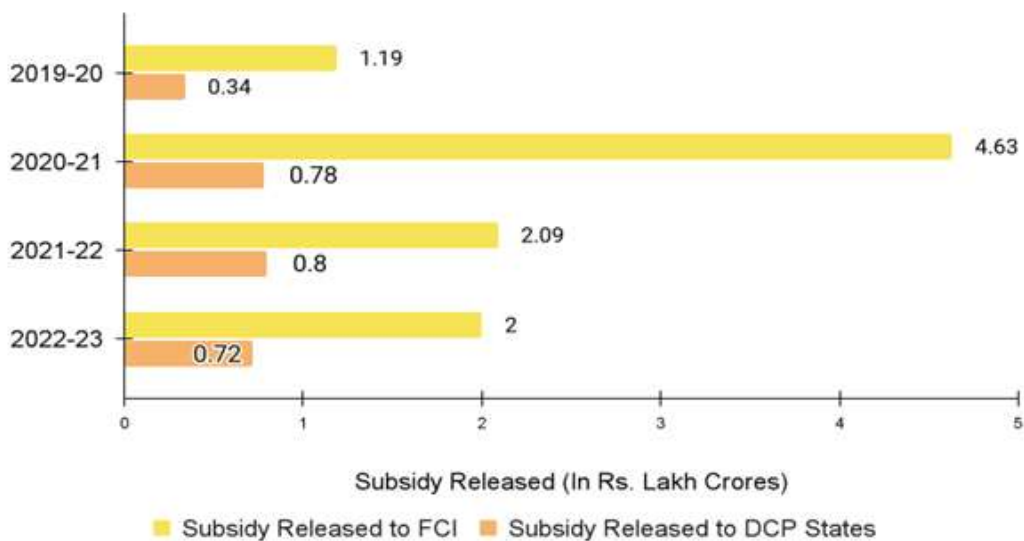
- v. **Storage:** Food Grains (wheat and rice) are packed in gunny bags and scientifically stored for distribution. State governments cannot utilize these stocks for any other state level schemes.
- vi. **Distribution:** Issue of foodgrains is done only from base godowns or designated depots as approved by the Central Government. State Governments verify the distributed quantities against their allocations made by Gol.
- vii. **Monitoring:** The Central Government monitors the quality of foodgrains procured under the scheme and reviews the arrangements made to ensure that the procurement operations are carried on smoothly.
- viii. **Payment to State Governments:** The Central Government undertakes to meet the entire expenditure incurred by the State Governments on the procurement operations as per the approved costing. Food subsidy is directly released to the DCP state governments for the quantity of foodgrains distributed by them. Direct Benefit Transfer (DBT) Scheme to provide food subsidy directly to the beneficiaries' bank account is one of the various methods to check leakages and diversion of foodgrains.
- ix. **Carryover of Undistributed Stock to Next Financial Year:** If any stock procured for distribution under NFSA/TPDS and other welfare schemes remains undistributed after end of any particular year, then stock will be valued at the rates applicable for the year and added to the stocks procured during the next year.

Fig. 1: Budgetary Support towards the Scheme



Source: www.indiabudget.gov.in

Fig. 2: Comparison of Centralized and Decentralized Subsidy for Procurement of Rice and Wheat



Source: Department of Food and Public Distribution, Ministry of Consumer Affairs, Food & Public Distribution (<https://dfpd.gov.in/food-subsidy-fci-dcp.htm>)

3. Key Stakeholders

The key stakeholders involved in the implementation of DCP scheme are enlisted below:

Table 1: Key Stakeholders at National and State Level

Level	Stakeholder	Role
National	<ul style="list-style-type: none"> Department of Food and Public Distribution (DFPD), Ministry of Consumer Affairs, Food and Public Distribution 	<ul style="list-style-type: none"> Implementing Department
	<ul style="list-style-type: none"> Food Corporation of India 	<ul style="list-style-type: none"> Accounts for excess/deficit food grains (wheat and paddy) stock Involved in planning, procurement, distribution, monitoring and making payments to the state governments.
	<ul style="list-style-type: none"> Commission for Agricultural Costs and Prices (CACP) 	<ul style="list-style-type: none"> Recommends Minimum Support Price (MSP) for wheat and paddy

Level	Stakeholder	Role
State	<ul style="list-style-type: none"> State Food Departments 	<ul style="list-style-type: none"> Involved in planning, procurement, storage and distribution of food grains under DCP scheme.
	<ul style="list-style-type: none"> State Agencies 	<ul style="list-style-type: none"> Involved in procurement, storage and distribution of food grains under DCP scheme.
	<ul style="list-style-type: none"> State Transport Departments 	<ul style="list-style-type: none"> Involved in finalizing transport charges under DCP scheme.

4. Objectives of DCP Scheme¹⁴

The Scheme of Decentralised Procurement (DCP) was introduced with the following objectives:

- i. To ensure that Minimum Support Price (MSP) is passed on to the farmers.
- ii. To enhance the efficiency of procurement and to **encourage procurement in non-traditional States**, thereby saving on transit losses and costs.

5. Objectives of the Evaluation Study

The study objectives are as below:

- i. To understand the modus operandi of decentralized and centralized procurement of rice (paddy) and wheat, and document the key differences and similarities in the two modes of procurement;
- ii. To assess the efficiency of decentralized procurement relative to centralized procurement of rice (paddy) and wheat;
- iii. To compare the economic cost and benefit of the two modes of procurement¹⁵;
- iv. To carry out an in-depth study of the procurement process followed by the states to understand the cost-effectiveness of operations, the ease of selling the produce by farmers, transparency in the whole process, the level of satisfaction of different stakeholders, and mechanism for reimbursement of subsidy to various stakeholders under decentralized procurement;
- v. To understand the impact of decentralized procurement scheme on state finances among DCP states relative to non-DCP states;
- vi. To understand arrangements for post-procurement operations like storage, packaging, transportation and milling;
- vii. To study the quality control measures in place;
- viii. To examine the supervision and monitoring mechanism in place;

¹⁴ <https://pib.gov.in/newsite/printrelease.aspx?relid=133255>

¹⁵ *The economic cost of the two modes of procurement may be compared using Factor Analysis. The non-cost factors (e.g. non-receipt of timely payments) may be compared in both modes of procurement.*

- ix. To suggest good practices and technological innovations from within or outside the country to improve the procurement processes with a view to rationalize the food subsidy outgo, and from international negotiations perspective.

The evaluation study objectives have been mapped to the proposed instruments to be used for the study, and the same is given at [Annexure-I](#).

6. Methodology

The evaluation methodology will follow a mixed-methods approach, utilizing both quantitative and qualitative methods to collect and analyse data. Primary research and secondary research to be undertaken by the consultant is detailed out in the Scope of Services section.

7. Sampling

i. 7.1 Indicative Sampling for Primary Survey

This evaluation study takes into account procurement of rice (paddy) and wheat only. Rice (paddy) and wheat are procured through Centralized and Decentralized routes. Out of 28 states and 8 UTs, procurement of rice and wheat (either through centralized or decentralized route) is carried out in 21 states and 4 UTs.

Table 2: DCP and Non-DCP States/UTs for Procurement of Rice and Wheat

S. No.	Rice		Wheat	
	DCP	Non-DCP	DCP	Non-DCP
1.	Andhra Pradesh	Assam	Bihar	Chandigarh
2.	Bihar	Chandigarh	Chhattisgarh	Delhi
3.	Chhattisgarh	Delhi	Gujarat	Haryana
4.	Gujarat	Haryana	Himachal Pradesh	Jammu & Kashmir
5.	Himachal Pradesh	Jammu & Kashmir	Madhya Pradesh	Rajasthan
6.	Jharkhand	Puducherry	Maharashtra	Uttar Pradesh
7.	Karnataka	Punjab	Punjab	
8.	Kerala	Rajasthan	Uttarakhand	

S. No.	Rice		Wheat	
	DCP	Non-DCP	DCP	Non-DCP
9.	Madhya Pradesh	Uttar Pradesh	West Bengal	
10.	Maharashtra			
11.	Odisha			
12.	Tamil Nadu			
13.	Telangana			
14.	Tripura			
15.	Uttarakhand			
16.	West Bengal			

State Selection:

It is proposed to select states based on the Procurement Proportion of rice and wheat (2022-23)¹⁶. The indicator is henceforth denoted by 'p'.

In case of a DCP state,

$$p = \text{Procurement in a state} / \text{Procurement in all DCP States}$$

In case of a non-DCP state,

$$p = \text{Procurement in a state} / \text{Procurement in all non-DCP States}$$

The states/UTs are categorized as High, Medium and Low Procurement states/UTs based on below mentioned criteria:

- High Procurement States/UTs ($p > 10\%$)
- Medium Procurement States/UTs ($4\% < p < 9.99\%$)
- Low Procurement States/UTs ($1\% < p < 3.99\%$)

The procurement States/UTs lying below the threshold of 1% are excluded from the survey. States with high and medium procurement proportions of the foodgrains are selected taking into

¹⁶ Data Source: Food Corporation of India.

account geographical representation. This exercise resulted in the selection of 12 states/UTs for the sample (7 DCP states + 4 non-DCP states + Punjab =12).

Table 3: States Selected Based on Procurement Proportion of Rice and Wheat (2022-23)

S. No.	Rice	
	States	Procurement Level
DCP States		
1.	Telangana	High
2.	Chhattisgarh	High
3.	Odisha	High
4.	Madhya Pradesh	Medium
5.	Andhra Pradesh	Medium
6.	Maharashtra	Low
Non-DCP States		
7.	Punjab	High
8.	Uttar Pradesh	High
9.	Haryana	High
10.	Assam	Low

S. No.	Wheat	
	States	Procurement Level
DCP States		
1.	Punjab	High
2.	Madhya Pradesh	High
3.	Bihar*	Low
Non-DCP States		
4.	Haryana	High
5.	Uttar Pradesh	Medium
6.	Rajasthan*	Low

*States included despite lying below the 1% threshold to ensure geographic representation.

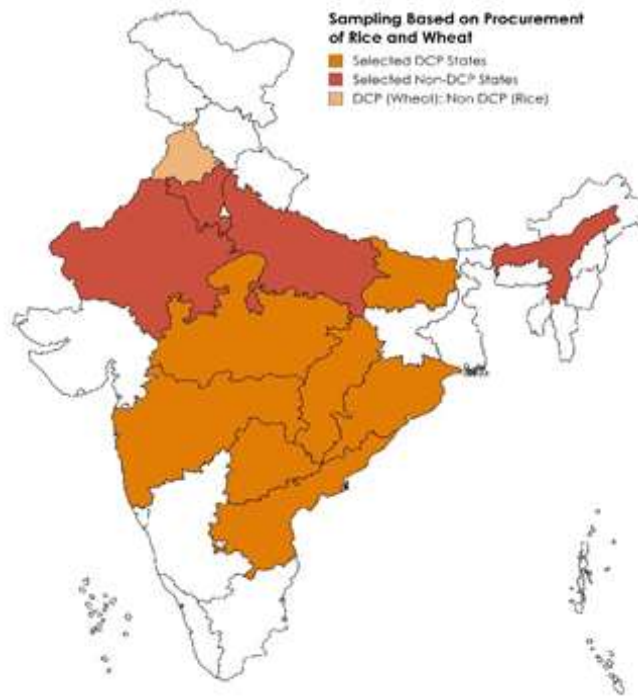
The detailed tables on procurement proportion of rice and wheat in DCP and non-DCP states/UTs are placed at [Annexure-II](#).

District Selection: From each state, 4 districts will be selected randomly from each quartile based on the procurement quantities. Procurement data will be taken from FCI for this purpose.

Block Selection: Two (2) blocks will be selected from each of the districts randomly from among the blocks where rice and wheat have been procured by the state govt./ agency under DCP.

Village Selection: From each block, 2 villages will be selected randomly.

Fig. 3: States Selected Based on Procurement Proportion of Rice and Wheat (2022-23)



Farmer Selection in DCP States:

- **Farmer Beneficiary Selection:** From each selected village, 20 beneficiary farmers will be selected who have sold rice/wheat at MSP rate at the procurement centre/mandi in the previous procurement season. In case of the non-availability of the required numbers, additional farmers will be selected from the adjacent village.
- **Non-Beneficiary Farmer Selection:** From each selected village, 5 non-beneficiary farmers (who have not sold rice & wheat in MSP rate at the mandi, but have sold surplus rice/wheat in open market either above or below the MSP rate) will be selected on a random basis.

Farmer Selection in non-DCP States: 10 farmers will be selected on a random basis.

The proposed sample size for the primary survey with farmers is 3,840.

Table 4: Detailed Table on Sample Size

Unit	Numbers	Remarks
States (DCP, Non-DCP and Hybrid States)	12 (7+4+1)	7 DCP States 4 Non-DCP States 1 Hybrid State
District	48	4 per state
Blocks	96	2 per district

Unit	Numbers	Remarks
Village	192	2 per block
Beneficiary farmers - DCP States & Hybrid State	2,560	20 per village
Non-beneficiary farmers - DCP States & Hybrid State	640	5 per village
Farmers from non-DCP States	640	10 per village
Total Farmers	3,840	

ii. 7.2 Indicative Sampling for Key Informant Interviews

Apart from the primary survey, key stakeholders along the entire procurement chain will be identified and interviewed through Key Informant Interviews (KIIs). KIIs will be done with officials from the Department of Food and Public Distribution, Food Corporation of India, State Food Departments, agencies, etc.

Indicative list of stakeholders to be consulted for the KIIs and their respective indicative sample size has been provided below:

Table 5: Indicative Sampling for KIIs

Stakeholder	Indicative Inquiry Areas	Recommended Sample Size
DoFPD Officials	Implementation of Scheme; procedures, opportunities, challenges involved therein at the national level.	2
FCI Officials from Financing	Procurement (Centralized & Decentralized), Storage, Distribution, Monitoring and Payments to State Governments	2

State Food Departments	Implementation of Scheme; procedures, opportunities, challenges involved therein at the state level.	24 (2 per state)
State Transport Departments	Implementation of Scheme; procedures, opportunities, challenges involved therein at the state level.	12 (1 per state)
Procurement Centres	Implementation of Scheme; procedures, opportunities, challenges involved therein at the district level.	48 (1 per district)
State Agencies for Storage	Storage protocols, challenges involved therein at the district level.	48 (1 per district)
Representatives from local government	Implementation of Scheme; procedures, opportunities, challenges involved therein at the village level.	48 (1 per district)
Total No. of KIIs		184

It may be noted that the sampling strategy is indicative only. Consultant may, as per their own expertise and discretion, recommend their own sampling strategy to fulfill the study's evaluation objectives. Such a strategy will be subject to DMEO's approval and must be representative of the population being studied.

8. Data Quality

In order to maintain the accuracy and integrity of data collected and analyzed, the following must be taken into consideration:

a. Training and Screening Mechanism:

The field investigators to be engaged for conducting the survey & key informant interviews should have at least 3 years of experience in conducting similar surveys/interviews. 2-step training (classroom and then on-the-field training) should be conducted by the consultant for all field investigators. The consultant should put in place adequate screening mechanisms, so that only those surveyors who attain a certain level of understanding of the questionnaire would be deployed for the field survey.

b. Pilot for Survey:

It is recommended that pilots should be conducted on at least 2% of the sample size for both Survey and KIIs to fine tune the inquiry tools. Similarly, pilot must be conducted for an adequate number of Key Informant Interviews/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 DMEO.

c. Adequate deployment of manpower:

The consultant should ensure that an adequate number of surveyors are deployed as a team for smooth collection of data in a particular district/block/village.

d. Data Validation:

100% data collected should be validated using a validation checklist. Missing data points should be recollected. Data must also be collected in an ethical manner, i.e, in consideration of the respondents' privacy.

e. Data Verification:

In the case of a survey, the consultant should ensure that at least 5% data verification is conducted physically. The consultant may additionally conduct back checks telephonically. The back checks and verifications should be evenly spread across the study area.

The supervisors are required to undertake surprise checks of the beneficiary surveys and confirmation from select KIIs about conduct of the interview (could be done telephonically).

f. Use of CAPI and Tracking System:

Use of mobile-based (CAPI), near real-time and geo-tagged data collection and validation tools should be done to ensure efficiency and accuracy in data collection. Access to tools and data should be provided to the authority.

9. Scope of Services

a. Reference Period: The survey will relate to the latest procurement season for rice (paddy) and wheat preceding the survey. Secondary information (including but not limited to financial and other relevant information on scheme implementation) collected at different levels should be collected since the inception of the scheme.

b. Primary Research

Primary research in the form of field study will be conducted using data from the beneficiaries and non-beneficiaries of the scheme and administrative stakeholders. The following methods will be utilized for data collection:

- i. **Farmer's Survey:** A selected sample of beneficiary and non-beneficiary farmers of the scheme will be surveyed using a questionnaire to assess its performance.
- ii. **Key Informant Interviews (KIIs):** KIIs using interview guides will be with ministry/department personnel at national level, state-level implementing bodies, district and block level officials, procurement centres and other stakeholders at the village level. KIIs will have both quantitative and qualitative information on the implementation of the scheme depending on the level at which those are administered.
- iii. **Structured Questionnaire & Datasheet:** Structured questionnaires and datasheets will be sent to the sampled states for sharing information on the procurement process followed by them.
- iv. Qualitative notes on the procurement processes, best practices adopted, etc.

The consultant will ensure the following activities for the primary research:

- i. Drafting the research tools and finalising the same based on a pilot with approval of DMEO team.

- ii. Deployment of appropriate secure data collection and management tools for collection and maintaining confidential financial information.
- iii. Conduct of stakeholders' consultations during the course of the study in accordance with the ToR.
- iv. Adherence to ethical protocols and data confidentiality norms.

c. Secondary Research

Data collected from primary sources will be supported with a desk review of relevant secondary data and information. Secondary research will be conducted using the following data sources:

- i. National and State level DCP scheme guidelines, MoUs and associated documents;
- ii. Financial data on allocation and expenditures on the scheme;
- iii. Annual reports of the Department of Food and Public Distribution;
- iv. Annual progress reports and implementation documents to assess the institutional arrangements;
- v. FCI reports and administrative datasets, including Annavitran portal, National Procurement Portal for Food grains, Depot Online System Dashboard, etc.;
- vi. Available evaluation reports;
- vii. Articles/research papers of peer-reviewed journals;
- viii. MIS/Dashboards/Admin Data/Evaluation reports of any other scheme that directly/indirectly affects the outcome of DCP scheme.

DMEQ will facilitate the collection of any additional information/data from the Department of Food and Public Distribution as and when required by the consultant, if the same is readily available. However, it is the sole responsibility of the consultant to ensure complete collection of data for a comprehensive analysis. DMEQ can only facilitate such data collection.

Steps for conducting Secondary Research:

I. Design

Literature review (Need and gap analysis)

- What is the specific purpose and research question(s) this review will be addressing? (Derived from objectives of the evaluation study)
- Identification of existing body of knowledge on objectives of study
- What is the search strategy for this specific review? (including search terms, databases, inclusion and exclusion criteria, etc.)
- What is an appropriate format for collating key information from the searches? (See table below)

Table 6: Tabular format for gathering resources for secondary research

Title of the article	Author, Journal	Year of publication	Problem statement/ Research question	Data and Methodology	Key Findings and Recommendation s/ Way forward

- Selection of relevant articles, documentation of search process
- Quality of search process and the selection of articles to be assessed.

Data

- Identification of Sources of data from the literature review
- Unpublished – data to be received various government sources (administrative data)
- Data analysis plan – Justification of data to be used, theoretical and empirical framework, and methods and software(s) used to conduct data analysis.

II. Analysis

Literature review

- What type of information needs to be abstracted to fulfill the purpose of the specific review?
- What type of information is needed to conduct the specific analysis?
- How will the reviewer ensure the quality of this process and plagiarism?
- How will this process be documented and reported?

Data analysis

- Suitable software to be used for qualitative and quantitative analysis
- Meta-analysis and data analysis (synthesis of secondary data)

III. Writing the review

- Align with the objectives of the Evaluation Study
- Synthesis of existing body of knowledge
- Results need to be clearly presented and explained

IV. Result to recommendation

- Secondary research should be corroborated by primary research recommendations
- Recommendations should be able to address higher order policy issues/challenges (macro level)
- Recommendation should follow deductive reasoning and, i.e., whole to part approach
- Recommendation must follow the concept of relevance in totality and should provide course correction, if any.

d. Data Analysis, Synthesis and Report writing

- I. Preparation of Inception report including analysis and data collection plan
- II. Submission of fortnightly progress reports
- III. Incorporation of DMEO's concurrent feedback into the workflow
- IV. Data analysis and submission of cross-tabulations/summarizations
- V. Conducting stakeholder consultations
- VI. Preparation of draft report and presentation
- VII. Submission of final report, with detailed recommendations along with presentation and dissemination of the key findings
- VIII. Dissemination of key findings to the concerned stakeholders through debriefing sessions.

- e. **Use of Computer-Assisted Personal Interview (CAPI) for Field Survey:** Collection of the survey data and asset quality assessment to be done in digital format through hand-held devices with geo-tagged images.

10. Responsibilities of the Consultant

- I. Conduct a thorough literature review and secondary data analysis.
- II. Finalise the approach, methodology, sampling design, tabulation, and objective-wise analytical plan, with the approval of DMEO.
- III. Finalise field plan, survey tools and CAPI with the approval of DMEO.
- IV. Deployment of field personnel including enumerators and supervisors.
- V. Comprehensive training of enumerators along with a training manual and setting up a process for selection of final enumerators.
- VI. Conduct the pilot survey and revise the survey tools based on experience from the pilot.
- VII. Conduct full fieldwork including farmer survey, KIIs, assessment and State level qualitative notes.
- VIII. Submission of data quality assurance plan that include potential risk and ways to mitigate the same (such as physical back-checks, physical spot-checks, telephonic confirmation etc.).
- IX. Submitting raw and clean survey data (in soft Copy such as .xls, .dta and do files, if any), tabulations, draft report and final report.

11. Deliverables and Timelines

The key deliverables are detailed in the table below:

Table 7: Major Deliverables

S. No.	Deliverables	Broad Topics (Indicative)
1.	Inception Report (maximum 40-50 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 development ○ Data/ information analysis software for both quantitative and qualitative research ● Detailed report structure
2.	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)	<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.

S. No.	Deliverables	Broad Topics (Indicative)
3.	Draft evaluation report (maximum 90 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 ● Study Approach & Methodology (Brief discussion in the main report. The details would go in the appendix) ● Findings <ul style="list-style-type: none"> ○ Secondary data analysis ○ Primary data analysis ● Observations & Recommendations (state insights and comparisons including case studies) ● Conclusions ● References & Appendices
4.	Final evaluation report (maximum 90 pages excluding annexures and references) and presentation after incorporation of inputs from all concerned stakeholders	
5.	Presentations and sub-reports on primary data collection, data quality check, secondary research, best practices compendia, etc. as and when requested by DMEQ	

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 12 of TOR).

The duration of this evaluation study is **six months** from the date of award of contract.

12. Payment Schedule

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

Table 9: Payment against Deliverables

Key Deliverable	Description of Deliverable	Payment
KD1	Inception report approved by the Authority	20%

Key Deliverable	Description of Deliverable	Payment
KD2	Mid-Term Report approved by the Authority	30%
KD3	Draft Evaluation Report approved by the Authority	30%
KD4	Final evaluation reports approved by the Authority	20%
Total		100%

All the reports are required to be submitted in hard copy (10 copies) and in soft copy, together with relevant intermediate work products like excel sheets, data sets, and financial models developed. An executive summary of the Final Evaluation Report is also required to be submitted separately. In addition to the reports, for further analysis, verified raw data in soft copy should also be shared with DMEO, NITI Aayog. This will include detailed transcripts of Key Informant Interviews.

13. Indicative Report Structure

The Final Evaluation Reports should be crisp and should cover the following aspects:

- i. Executive Summary
- ii. Sector and scheme Overview
- iii. Study Objectives
- iv. Study Approach & Methodology (Brief discussion in the main report. The details would go in the appendix)
- v. Findings
 - a. Secondary data analysis
 - b. Primary data analysis
- vi. Observations & Recommendations (state insights and comparisons including case studies)
- vii. Conclusions
- viii. 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 DMEO.

14. Reporting

The Consultant will work closely with the Authority. The Authority may establish a Working Group (the “WG”) to enable conduct of this assignment. A designated Project Director of the Authority will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant’s outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.

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.

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 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.

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, and occasional physical meetings.

15. Meetings

The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held at the Authority's office. No TA/DA is applicable at the part of the Authority.

16. Miscellaneous

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

Annexure-I

1. Mapping of Evaluation Study Objectives with Proposed Instruments

S. No.	Objectives of the Evaluation Study	Proposed Instruments
1.	To understand the modus operandi of decentralized and centralized procurement of rice (paddy) and wheat, and document the key differences and similarities in the two modes of procurement;	<ul style="list-style-type: none"> ● Primary Survey ● Secondary analysis
2.	To assess the efficiency of Decentralised procurement relative to centralised procurement of foodgrains (wheat and paddy).	<ul style="list-style-type: none"> ● Primary Survey ● Secondary analysis
3.	To compare the economic cost and benefit of the two modes of procurement;	<ul style="list-style-type: none"> ● Primary Survey ● Secondary data on cost of various points of procurement ● The economic cost of the two modes of procurement may be compared using Factor Analysis. The non-cost factors (e.g. non-receipt of timely payments) may be compared in both modes of procurement.
4.	To carry out an in-depth study of the procurement process followed by the states to understand the cost-effectiveness of operations, the ease of selling the produce by farmers, transparency in the whole process, the level of satisfaction of different stakeholders, and mechanism for reimbursement of subsidy to various stakeholders under decentralized procurement;	<ul style="list-style-type: none"> ● Primary Survey (Farmers' structured questionnaire, KIIs with the stakeholders at the State Level including procurement centres). ● Secondary data on cost of various points of procurement
5.	To understand the impact of decentralized procurement scheme on state finances among DCP states relative to non-DCP states;	<ul style="list-style-type: none"> ● Primary Survey including KIIs with state officials ● Secondary Data Analysis

S. No.	Objectives of the Evaluation Study	Proposed Instruments
6.	To understand arrangements for post-procurement operations like storage, packaging, transportation and milling;	<ul style="list-style-type: none"> ● Primary Survey (KIIs with FPOs, Millers, Transporters, etc.)
7.	To study the quality control measures in place;	<ul style="list-style-type: none"> ● KIIs with all stakeholders
8.	To examine the supervision and monitoring mechanism in place;	<ul style="list-style-type: none"> ● Secondary data (MIS, OOMF etc.) ● Guidelines ● KIIs
9.	To suggest good practices and technological innovations from within or outside the country to improve the procurement processes with a view to rationalize the food subsidy outgo, and from international negotiations perspective.	<ul style="list-style-type: none"> ● Literature review ● Secondary data analysis ● KIIs with relevant stakeholders at national and state level

Annexure-II

B1. Detailed Table on Procurement of Rice in DCP and Non-DCP States

Group	State	DCP / Non-DCP	Rice Procured (LMT)	Rice Procurement Proportion
High Procurement	Telangana	DCP	88.4	24.6%
	Chhattisgarh	DCP	58.7	16.4%
	Odisha	DCP	53.8	15.0%
Medium Procurement	Madhya Pradesh	DCP	31.0	8.6%
	Bihar	DCP	28.2	7.9%
	Andhra Pradesh	DCP	27.6	7.7%
	Tamil Nadu	DCP	23.0	6.4%
	West Bengal	DCP	21.8	6.1%
Low Procurement	Maharashtra	DCP	12.4	3.5%
	Uttarakhand	DCP	6.0	1.7%
	Kerala	DCP	5.0	1.4%
Below 1% Threshold	Gujarat	DCP	1.2	0.3%
	Jharkhand	DCP	1.2	0.3%
	Tripura	DCP	0.3	0.1%
	Karnataka	DCP	0.1	0.0%
	Himachal Pradesh	DCP	0.1	0.0%
High Procurement	Punjab	Non-DCP	122.0	58.2%
	Uttar Pradesh	Non-DCP	43.9	20.9%
	Haryana	Non-DCP	39.8	19.0%
Low Procurement	Assam	Non-DCP	4.0	1.9%
Below 1% Threshold	Jammu & Kashmir	Non-DCP	0.2	0.1%
	Chandigarh	Non-DCP	0.1	0.1%
	Rajasthan	Non-DCP	0.0	0.0%
	Puducherry	Non-DCP	0.0	0.0%
	Delhi	Non-DCP	0.0	0.0%

B2. Detailed Table on Procurement of Wheat in DCP and Non-DCP States

Group	State	DCP / Non-DCP	Wheat Procured (LMT)	Wheat Procurement Proportion
High Procurement	Punjab	DCP	96.45	67.7%
	Madhya Pradesh	DCP	46.03	32.3%
Below 1% Threshold	Bihar	DCP	0.04	0.0%
	Himachal Pradesh	DCP	0.03	0.0%
	Uttarakhand	DCP	0.02	0.0%
	West Bengal	DCP	0.00	0.0%
	Maharashtra	DCP	0.00	0.0%
	Gujarat	DCP	0.00	0.0%
	Chhattisgarh	DCP	0.00	0.0%
High Procurement	Haryana	Non-DCP	41.86	92.3%
Medium Procurement	Uttar Pradesh	Non-DCP	3.36	7.4%
Below 1% Threshold	Rajasthan	Non-DCP	0.10	0.2%
	Chandigarh	Non-DCP	0.03	0.1%
	Jammu & Kashmir	Non-DCP	0.00	0.0%
	Delhi	Non-DCP	0.00	0.0%

Schedule 2: Form of Agreement

(See [Clause 2.1.3](#))

AGREEMENT

FOR

**Evaluation of Decentralized Procurement of Wheat & Paddy under
Minimum Support Price Scheme**

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AGREEMENT

Consultancy for Evaluation of Decentralized Procurement of Wheat & Paddy under Minimum Support Price Scheme

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 of Decentralized Procurement of Wheat & Paddy under Minimum Support Price Scheme** (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;
 - (d) “**Confidential Information**” shall have the meaning set forth in [Clause 3.3](#);
 - (e) “**Conflict of Interest**” shall have the meaning set forth in [Clause 3.2](#) read with the provisions of RFP;
 - (f) “**Dispute**” shall have the meaning set forth in [Clause 9.2.1](#);

- (g) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to [Clause 2.1](#);
- (h) “**Government**” means the Government of
- (i) “**INR, Re. or ₹**” means Indian Rupees;
- (j) “**Member**”, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and “**Members**” means all of these entities;
- (k) “**Party**” means the Authority or the Consultant, as the case may be, and **Parties** means both of them;
- (l) “**Personnel**” means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
- (m) “**RFP**” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (n) “**Services**” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (o) “**Third Party**” means any person or entity other than the Government, the Authority, the Consultant.

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

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

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award.

1.2. **Relation between the Parties**

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

1.3. **Rights and obligations**

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

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

1.4. Governing law and jurisdiction

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

1.5. Language

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

1.6. Table of contents and headings

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

1.7. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in [Clause 1.10](#) or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in [Clause 1.10](#) or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and

- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8. Location

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

1.9. Authority of Member-in-charge

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

1.10. Authorised Representatives

1.10.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2. The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

.....
.....
Tel:
Mobile:
Email:

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

.....
.....
Tel:
Mobile:
Email:

1.11. Taxes and duties

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

1.12. Communications

All communications under the agreement shall be served by the parties to each other in writing, in the agreement's language, and served in a manner customary and acceptable in business and commercial transactions. The effective date of such

communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later. No communication shall amount to an amendment of the terms and conditions of the agreement, except a formal letter of amendment of the agreement expressly so designated.

2. Commencement, Completion and Termination of Agreement

2.1. Effectiveness of Agreement

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

2.2. Commencement of Services

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

2.3. Termination of Agreement for failure to commence Services

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

2.4. Expiry of Agreement

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

2.5. Entire Agreement

2.5.1. This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2. Without prejudice to the generality of the provisions of [Clause 2.5.1](#), on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6. Modification of Agreement

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

2.7. Force Majeure

2.7.1. Definition

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

2.7.2. No breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3. Measures to be taken

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

2.7.4. Extension of time

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

2.7.5. Consultation

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

2.8. Suspension of Agreement

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

2.9. Termination of Agreement

2.9.1. By the Authority

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

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to [Clause 2.8](#) hereinabove, within 21 (twenty-one) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to [Clause 9](#) hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2. By the Consultant

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

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

2.9.3. Cessation of rights and obligations

Upon termination of this Agreement pursuant to [Clauses 2.3](#) or [2.9](#) hereof, or upon expiration of this Agreement pursuant to [Clause 2.4](#) hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in [Clause 3.3](#) hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in [Clause 3.6](#), as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant they shall proceed as provided respectively by [Clauses 3.9](#) hereof.

2.9.5. Payment upon Termination

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

- (i) remuneration pursuant to [Clause 6](#) hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to [Clause 6](#) hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of [Clause 2.9.1](#) hereof, reimbursement of any reasonable cost incidental to the

prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in [Clause 2.9.1](#) or in [Clause 2.9.2](#) hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to [Clause 9](#) hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Consultant

3.1. General

3.1.1. Standards of Performance

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

3.1.2. Terms of Reference

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

3.1.3. Applicable Laws

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

3.2. Conflict of Interest

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

3.2.2. Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of one and a half years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance

of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3. Prohibition of conflicting activities

Neither the Consultant nor its Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4. Consultant not to benefit from commissions, discounts, etc.

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

3.2.5. The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, anti-competitive practice, conflict of interest, obstructive practice. Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine 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.

3.2.6. Without prejudice to the rights of the Authority under [Clause 3.2.5](#) above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7. For the purposes of [Clauses 3.2.5](#) and [3.2.6](#), the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means making an offer, solicitation or acceptance of a bribe, reward or gift or any material benefit in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process
- (b) **“fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a Procurement Process or to secure a Contract, or in the execution of the agreement;
- (c) **“coercive practice”** means harming or threatening to harm persons or their property to influence their participation in the Procurement Process or affect the execution of the agreement
- (d) **“Anti-competitive practice”** means any collusion, Proposal-rigging or 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
- (f) **“Obstructive practice”** means materially impede Authority’s investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or concealing evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding the Authority’s rights of an audit or access to information.

3.3. Confidentiality

The Consultant, and its Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, and its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (**“Confidential Information”**), without the prior written consent of the Authority.

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

- (i) was in the public domain prior to its delivery to the Consultant, and its Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, and its Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (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.

3.4. Liability of the Consultant

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

3.5. Insurance to be taken out by the Consultant

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

3.6. Accounting, inspection and auditing

The Consultant shall:

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

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

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

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

3.8. Reporting obligations

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

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

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

Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10. Providing access to Project Office and Personnel

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

3.11. Accuracy of Documents

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

4. Consultant's Personnel

4.1. General

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

4.2. Deployment of Personnel

4.2.1. The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in [Annex-2](#) of this Agreement. The estimate of Personnel costs and person day rates are specified in [Annex-3](#) of this Agreement.

4.2.2. Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned [Annex-3](#) may be made by the Consultant by written notice to the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in [Clause 6.1.2](#) of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.

4.3. Approval of Personnel

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

4.3.2. If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form

provided at [Appendix-I \(Form-6\)](#) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4. Substitution of Key Personnel

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

4.5. Working hours, overtime, leave, etc.

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

4.6. Team Leader and Project Manager

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

5. Obligations of the Authority

5.1. Assistance in clearances etc.

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

- (a) provide the Consultant, its Personnel with work permits and such other documents as may be necessary to enable the Consultant, and its Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and

- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2. Change in Applicable Law

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

5.3. Payment

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

6. Payment to the Consultant

6.1. Cost estimates and Agreement Value

- 6.1.1. An abstract of the cost of the Services payable to the Consultant is set forth in Annex-4 of the Agreement.
- 6.1.2. 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.)

6.2. Currency of payment

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

6.3. Mode of billing and payment

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

- (a) No mobilisation Advance shall be paid to the consultant. The payment shall be made as per the Annexure 5 Payment Schedule of the RFP.
- (b) The Consultant shall be paid for its services as per the Payment Schedule at Annex-5 of this Agreement, subject to the Consultant fulfilling the following conditions:
 - (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
 - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- (c) The Authority shall cause the payment due to the Consultant to be made within 45 (forty-five) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**Due Date**”).

- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- (e) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (f) 30% (thirty per cent) of the Agreement Value has been earmarked as Final Payment to be made to the Consultant upon completion of Services. In the event of non-completion of Services within 2 (two) years of the Effective Date, the Final Payment shall not become due to the Consultant, save and except the costs incurred for meeting its reimbursable expenses during the period after expiry of 24 (twenty-four) months from the Effective Date, including travel costs and personnel costs, at the agreed rates.
- (g) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. Liquidated Damages and Penalties

7.1. Performance Security

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

7.2. Liquidated Damages

7.2.1. Liquidated Damages for error/variation

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

7.2.2. Liquidated Damages for delay

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

7.2.3. Encashment and appropriation of Performance Security

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

7.3. Penalty for deficiency in Services

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

8. Fairness and Good Faith

8.1. Good Faith

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

8.2. Operation of the Agreement

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

9. Settlement of Disputes

9.1. Amicable settlement

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

9.2. Dispute resolution

9.2.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in [Clause 9.3](#).

9.2.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3. Conciliation

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

9.4. Arbitration

9.4.1. Any Dispute which is not resolved amicably by conciliation, as provided in [Clause 9.3](#), shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.

9.4.2. There shall be a sole arbitrator whose appointment or an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment¹⁷ shall be made in accordance with the Rules.

9.4.3. The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this [Clause 9](#) shall be final and binding on the Parties as

¹⁷ 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.

from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

9.4.4. The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

9.4.5. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED		SIGNED, SEALED AND DELIVERED	
For and on behalf 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)

Annex-3: Estimate of Personnel Costs

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

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

Annex-4: Cost of Services

(Refer [Clause 6.1](#) of Schedule II Form of Agreement)

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

Annex-5: Payment Schedule

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](#))

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.

Schedule 3: Guidance Note on Conflict of Interest

(See [Clause 2.3.3](#))

1. This Note further explains and illustrates the provisions of [Clause 2.3](#) of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and consultants:
 - (i) Potential consultant should not be privy to information from the Authority which is not available to others;
 - (ii) Potential consultant should not have defined the project when earlier working for the Authority;
 - (iii) Potential consultant should not have recently worked for the Authority overseeing the project.
 - (b) Consultants and contractors:
 - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential contractor save and except relationships restricted to project-specific and short-term assignments; or
 - (ii) no consultant should be involved in owning or operating entities resulting from the project; or
 - (iii) no consultant should bid for works arising from the project.

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

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them. The principle of *Uberrimae Fidei* will be applicable to the voluntary disclosure of the applicant regarding conflict of interest which has to ensure the highest standard of good faith during the disclosure of all material facts that could influence the decision of the other party.
5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution.

As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built-in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest but should also report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.
9. Without limiting the generality of the above and Section 2.3, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

(a) **Conflicting Associations:**

- directly or indirectly controls, is controlled by or is under common control with another Applicant; or
- receives or has received any direct or indirect subsidy/ financial stake from another Applicant; or
- has the same correspondence address or same legal representative/ agent as another applicant for purposes of this proposal; or
- has a relationship with another applicant, directly or through common third parties, that puts it in a position to have access to information about or influence the Proposal of another applicant or influence the decisions of the Authority regarding this Procurement Process; or

(b) **Unfair Competitive Advantage and Conflicting Activities:** had (or any of its Affiliates) been engaged by the Authority to provide goods, works, or services for a project, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or services. Conversely, a firm (or any of its Affiliates) hired to provide consulting services for the preparation or implementation of a project shall be disqualified from subsequently providing goods or works or services resulting from or directly related to the consulting services for such preparation or implementation or

(c) **Conflicting Assignments:** would (including its Experts or any of its Affiliates) be or are providing consultancy services in another assignment for the same or another Authority that, by its nature, may conflict with this assignment.

- (d) **Commissions and Gratuities:** The Applicant shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of the resulting Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.; or
- (e) **Conflicting Relationships:** has close business/ family relationship with a staff of the Authority who are/ would be directly/ indirectly involved in any of the following activities:
- i. Preparation of the RFP document or ToR of the procurement process
 - ii. Evaluation of Proposals or Award of Contract, or
 - iii. Implementation/supervision of the resulting contract
- (f) For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the “**Associate**”).As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.
- (g) Conflict of interest, for the process of determination, shall include presence of conflict, potential or actual, during one year preceding the last date of bid submission and shall include the factual conspectus related to the personnel specifically indicated as the lead professional of the project team termed as Team Lead/Principal Investigator.

Appendices

Appendix-I: Technical Proposal

(See [Clause 2.1.3](#))

Form-1:

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Subject: Consultancy Services for Evaluation of Decentralized Procurement of Wheat & Paddy under Minimum Support Price Scheme

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 2.3](#) 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 4.3](#) 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 4 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 2.8](#) 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.¹⁸
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.

¹⁸ § 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.

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-I

Form-2:
Particulars of the Applicant

1.1	<p>Title of Consultancy: Evaluation Study for Government Scheme/Program</p>
1.2	<p>Title of Project: Evaluation of Decentralized Procurement of Wheat & Paddy under Minimum Support Price Scheme</p>
1.3	<p>State whether applying as Sole Firm or Lead Member of a consortium:</p>
1.4	<p>State the following:</p> <p>(i) Details of the Applicant Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business</p> <p>(ii) Details of the Authorized Representative of the Applicant Name: Designation: Company: Address: Phone No.: 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: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business.</p>

1.6	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address(es) in India.</p> <p>(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>(iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant 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? 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? 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? 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 style="text-align: right;">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 style="text-align: right;">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 style="text-align: right;">(Signature, name and designation of the authorised signatory) For and on behalf of</p>
--	--

APPENDIX-I

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 of Decentralized Procurement of Wheat & Paddy under Minimum Support Price Scheme

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 Proposal¹⁹), 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

.....

¹⁹ \$ Please strike out whichever is not applicable

APPENDIX-I

Form-4: **Power of Attorney**

(Refer to [Clause 2.2.4](#) and [Clause 2.13.3](#))

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 of Decentralized Procurement of Wheat & Paddy under Minimum Support Price Scheme** 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-I

**Form-5:
Financial Capacity of the Applicant**

(Refer [Clause 2.2.2 \(C\)](#))

S. No.	Financial Year	Annual Revenue (₹)
1.		
2.		
3.		

Certificate from the Statutory Auditor^{20§}

This is to certify that _____ (name of the Applicant) has the annual revenue shown above against the respective years.

Name of the audit firm:
Seal of the audit firm
Date:

(Signature, name and designation of the authorised signatory)

Note: Please do not attach any printed Annual Financial Statement. In case relevant extracts of duly audited Annual Financial Statements containing the requisite details are provided, duly countersigned by the authorised signatory, a separate certification by statutory auditors would not be necessary in respect of [clause 2.2.3](#).

^{20§} 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.

APPENDIX-I

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

A) Details of Key Personnel

1	Designation	
2	Name	
3	Date of Birth	
4	Nationality	
5	Educational Qualification (Clearly mentioning the subject)²¹	

6	Employment Record/ Professional experience <i>(Starting with present position, list in reverse chronological order every employment held)</i>			
S No	Name of Firm	Designation	Start Date	End Date
1				
2				
3				
..				
..				

7	Details of Relevant Experience					
S No	Name of Firm	Designation	Start Date (MM/YY)	End Date (MM/YY)	Role (in not more than 1000 characters)	Sector
1						
2						

²¹ *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 [Clause 2.2.2 \(E\)](#).

7 Details of Relevant Experience						
S No	Name of Firm	Designation	Start Date (MM/YY)	End Date (MM/YY)	Role (in not more than 1000 characters)	Sector
3						
..						
..						

Certification:

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

Place.....

(Signature and name of the Key Personnel)

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

APPENDIX-I

Form-7: **Proposed Methodology and Work Plan**

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

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

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

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

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

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

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

The Applicant will submit on how it plans to involve and collaborate with academic institutions while designing and delivering on the Project. The idea is to strengthen industry-academia-government linkages and foster a collective culture of research, innovation and advancement of knowledge.

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

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

APPENDIX-I
Form-8:
Eligible Assignments of the Applicant^{22§}
(Refer [Clause 3.1.5](#))

A) Eligible Assignments of the Applicant

S No	Name of the Assignment	Brief Description of the Assignment <i>(in not more than 1000 characters)</i>	Is the Assignment a study related to the agriculture sector in India ?	Is the research/evaluation study for Union/State Government/ government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc (Yes/No)	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 <i>(in ₹)</i>	Start Date of the Assignment	End Date of the Assignment	Description of Services performed by the applicant <i>(in not more than 1000 characters)</i>
(1)	(2)	(3.1)	(3.2)	(3.3)	(3.5)	(4.1)	(4.2)	(5)	(6)	(8)	(9)	(10)
1												
...												

^{22*} 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.

APPENDIX-I

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

S.No.	Designation	Name	Person Days (PD)		Person-Days by Week Numbers																					
			On-field	In Office	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
1.																										
2.																										
3.																										
4.																										
5.																										
6.																										
7.																										
8.																										
9.																										
Total Person days																										

APPENDIX-I

**Form-10:
Support Personnel**

S.No.	Item of Work/ Activity	To be carried out by		Person-Days by Week Numbers																				
		Name	Designation	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
1.																								
2.																								
3.																								
4.																								
5.																								
6.																								
7.																								
8.																								
9.																								

APPENDIX-I

Form-11²³: Bid Security Declaration Form

(On Applicant's letter head)

(Date and Reference)

To,

.....
.....
.....

Subject: Bid Security Declaration for Evaluation of Decentralized Procurement of Wheat & Paddy under Minimum Support Price Scheme

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)

²³ Applicable as per Clause [2.20.2](#)

APPENDIX-I

Form-12²⁴:

Letter of Intent for Technical Collaboration

(On Applicant's letter head)

(Date and Reference)

To,

.....
.....

Subject: Agreement for technical collaboration for Evaluation of Decentralized Procurement of Wheat & Paddy under Minimum Support Price Scheme

Dear Sir,

With reference to your RFP Document dated _____, I/ we, have entered into a technical partnership for the **Evaluation of Decentralized Procurement of Wheat & Paddy under Minimum Support Price Scheme**. I/we, hereby, agree to collaborate and ensure direct involvement of the university/institution in carrying out the activities²⁵.

- | | |
|---------|---------|
| 1. | 4. |
| 2. | 5. |
| 3. | 6. |

Details of Previous Experience of the academic institution²⁶ (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 partnership as well as updates during the implementation of the primary survey.

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)

²⁴ Separate signed LOIs to be submitted for each collaboration prior to award of contract.

²⁵ 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.

²⁶ 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.

**Appendix-II:
Financial Proposal**

**Form 1:
Covering Letter**

(On Applicant's letter head)

(Date and Reference)

To,

.....
.....
.....

Dear Sir,

Subject: Consultancy Services for Evaluation of Decentralized Procurement of Wheat & Paddy under Minimum Support Price 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.

APPENDIX-II

(See [Clause 2.1.3](#))

**Form-2:
Financial Proposal**

Item No.	Description	Amount (₹)
A.	PERSONNEL COSTS	
I.	Remuneration for Professional Personnel (inclusive of all personal allowances)	
II.	Remuneration for Support Personnel (inclusive of all personal allowances)	
	Subtotal (A):	
B.	LOCAL COSTS	
I.	Office Rent	
II.	Office Consumables like stationery, communication etc.	
III.	Office Furniture and Equipment (Rental)	
IV.	Reports and Document Printing	
V.	Surveys & Investigations	
VI.	Miscellaneous Expenses	
	Subtotal (B):	

Item No.	Description	Amount (₹)
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.

APPENDIX-II

**Form-3:
Estimate of Personnel Costs**

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

APPENDIX-III

Appendix-III: List of Bid-Specific Provisions²⁷ \$

A. Clauses with currency-based footnotes

1. Introduction.
2. [Clause 2.2.2](#): Conditions of Eligibility of Applicants.
3. [Clause 2.11.3](#): 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.

²⁷ \$ 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

Appendix-IV: References

(Please refer to <https://apastyle.apa.org/style-grammar-guidelines/references/examples>)