

REQUEST FOR PROPOSAL FOR SELECTION OF FIRM/INSTITUTE/NGO FOR COMPREHENSIVE IMPACT ASSESSMENT OF WATERSHED PROJECTS

Government of India Ministry of Rural Development Department of Land Resources

Government of India

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Department of Land Resources Ministry of Rural Development Government of India

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of Department of Land Resources, 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 Department of Land Resources to the prospective of 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.

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. Department of Land Resources also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this RFP.

Department of Land Resources may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Department of Land Resources is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and Department of Land Resources 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 Department of Land Resources or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and Department of Land Resources 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.

Section 1 – Letter of Invitation

No. M-12013(2)2014-M&E
Department of Land Resources,
Ministry of Rural Development,
Government of India
(Monitoring & Evaluation Unit)
Block No. 11, C.G.O. Complex, Lodhi Road,

New Delhi-110003, dated- 20.03.2015

То

As per the list attached.

Subject: - Request for Proposal (RFP) for Comprehensive Impact Assessment of Watershed Projects sanctioned during 2005 to 2008.

Dear

The Department of Land Resources (hereinafter called "Employer") has requested for proposal to assign the Comprehensive Impact Assessment of Watershed Projects sanctioned during 2005 to 2008 to the firm/Institute/NGO. The detailed terms & conditions prescribed for submission of RFP may be seen at Department's website- http://dolr.nic.in.

- 2. The employer had invited an Expression of Interest (EOI) to empanel the firms/Institutes/NGOs for Comprehensive Impact Assessment of Watershed Projects sanctioned during 2005 to 2008. More details in this regard are provided under **Terms of Reference** in this RFP document. Your firm has been short-listed amongst others for issuing Request for Proposal to carry out the Comprehensive Impact Assessment of Watershed Projects sanctioned during 2005 to 2008 and is now invited to submit its proposal as per the RFP document available on our departmental website. Separate proposals (technical and financial) should be submitted.
- 3. The proposal duly completed in all respect should be addressed to 'Under Secretary (M&E), Department of land Resources, Room No. 601, 6th Floor, Block No. 11, CGO Complex, Lodhi Road, New Delhi-110003 in the sealed cover superscripted as "Proposal Comprehensive Impact Assessment of Watershed Projects sanctioned during 2005 to 2008." and the envelope should contain two separate envelopes each for Technical Bid (TB) & Financial Bid (FB) duly sealed. It should reach this office on or before 17th June, 2015 (5.30 PM). The proposals received after due date will not be entertained in any circumstance and this Department shall not be held responsible for any type of postal delay. A pre-bid meeting will be held on 2nd April, 2015 at 11.00 A.M. in the conference hall of the department at N.B.O. Building, Nirman Bhawan, New Delhi.

Kindly confirm that you have received this letter of invitation and you are intend to submit a Proposal.

Yours sincerely,

(P. C. Meena)
Under Secretary to the Govt. of India
Tel: - 011-24306612

Section 2- Instructions to the Consultants - Part-I

2. Introduction

- 2.1 Department of Land Resources invites application from short-listed consultants for carrying out Comprehensive Impact Assessment of Watershed Projects sanctioned during 2005 to 2008.
- 2.2 The name of the assignment/ job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described under the Terms of Reference in Section 5.
- 2.3 The date, time and address for submission of the proposal have been given in Part II Data Sheet.
- 2.4 The short-listed Consultants are invited to submit their Proposal, for Consultancy assignment/ job named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.5 Consultants can download the RFP document from Department's website www.dolr.nic.in for preparing their Proposals. To obtain first-hand information on the assignment/ job, consultants are encouraged to meet the representative of the Employer. If any clarification is required on any clause/condition of the RFP, the same may be forwarded within the prescribed time period to the Contact person of the Department and may attend the pre-bid meeting. However, attending the pre-bid meeting is optional.
- 2.6 The Employer shall provide at no cost to the Consultants the inputs and facilities specified in the Part II Data Sheet, assist the Consultants to carry out the Assignment/ job, and make available relevant project data and reports.
- 2.7 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to award of the Contract without thereby incurring any liability to the Consultants.

3. Clarification and Amendment of RFP Document

- 3.1 Consultants may request a clarification on any clause of the RFP document within the timeframe indicated in the Part II Data Sheet. Any request for clarification must be sent in writing or e-mail to the Employer's address indicated in the Part II Data Sheet. The Employer will respond in writing or by e-mail and post all such clarifications on the website of the Department of Land Resources.
- 3.2 At any time before the submission of proposals, the Employer may amend the RFP by issuing an addendum in writing or by announcing it through its website. The addendum shall be binding on all Consultants. Consultants shall acknowledge receipt of all such amendments. To give the Consultants reasonable time in which to take an amendment into account in their proposals, the Employer may, if the amendment is substantial, extend the deadline for the submission of proposal.

4 Conflict of Interest

- 4.1 The Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other assignment/ jobs or their own corporate interest and act without any consideration for future work.
- 4.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting Activities: A firm/NGO or any of its affiliates, selected to provide consulting assignment/ job for this project, shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this project.

Conflicting Assignment/ job: A Consultant (including its affiliates) shall not be hired for any assignment/ job that, by its nature, may be in conflict with another assignment/ job of the Consultant to be executed for the same or for another Employer.

Conflicting Relationships: A Consultant that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

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

5. Unfair Advantage

5.1 If a short-listed Consultant derives any undue advantage by using unfair means in their activities which are not defined in para 4 above, that would be treated as 'unfair advantage'.

6. Proposal

6.1 Short-listed Consultants shall submit only one proposal for each Region if a Consultant submits or participates in more than one proposal for a region, such proposals shall be disqualified.

7. Proposal Validity

7.1 Part II Data Sheet indicates how long Consultant's proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of professional staff nominated in the proposal and also the financial proposal unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise; however, the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for award of the contract. Consultants who do not agree have the right to refuse to extend the validity of their Proposals. Under such circumstance, the Employer shall not consider such proposal for further evaluation.

8. Preparation of Proposal

- 8.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer shall be written in **English/Hindi** language, unless specified otherwise.
- 8.2 Depending on the nature of the assignment/ job, Consultants are required to submit a Technical Proposal (TP) in forms provided in **Section-3** as depicted in Part II Data Sheet.
- 8.3 Proposal being deemed non-responsive.
- (a) A brief description of the consultant's organization and in the case of a consortium / joint venture, description of each partner, will be provided in technical forms (Form Tech 1-Section 3). In the same form, the Consultant and in the case of consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposal assignment / job as per the TOR.
- (b) Comments and suggestions on the Terms of Reference (ToR) including workable suggestions that could improve the quality / effectiveness of the assignment/job. (Form Tech-4 Section 3).
- (c) A description of the approach, methodology and work plan for performing the assignment/ job be provided in the respective Technical Form (TECH-5 of Section 3).
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks to be provided in (Form TECH-2 of Section 3).

- **(e)**CVs of the Professional staff as mentioned in para (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH- 3 of Section 3).
- 8.4 The Technical Proposal shall not include any financial information. Technical Proposal containing financial information may be declared non-responsive.

8.5 **Financial Proposals:**

- a) The Financial Proposal shall be prepared using the prescribed Forms (**Section 4**) be submitted in INR inclusive of all.
- b) The price must be quoted region-wise as mentioned in Appendix-C of the RFP.
- **9. Taxes** -The Consultant shall fully familiarize themselves about the applicable domestic duties and taxes on amounts payable by the Employer under the Contract. All such duties and taxes must be included by the consultant in the financial proposal.
- **10. Currency** Consultants shall express the price of their Assignment/ job in Indian Rupees (INR) only.

11. Performance Guarantee

The selected consultant shall be required to furnish a Performance Bank Guarantee (format as prescribed under as Appendix-B) equivalent to the 1st Instalment (Advance Payment) of the Contract Value rounded off to the nearest thousand Indian Rupees in the form of an unconditional and irrevocable bank guarantee from a scheduled commercial bank in India in favour of 'Drawing & Disbursing Officer, Department of Land Resources, Ministry of Rural Development, Government of India, New Delhi' for the period of contract with 90 days claim period. The bank guarantee must be submitted after award of contract but before signing of consultancy contract. The successful bidder has to renew the bank guarantee on same terms and conditions for the period up to contract including extension period, if any. Performance Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/ recovering any dues recoverable/ payable from/ by the Consultant on any account under the contract.

12. Submission, Receipt and Opening of Proposal

- 12.1 The original proposal, both Technical and Financial Proposal shall contain no Interlineations or overwriting. Submission letters for both Technical and Financial Proposals should be in the format of TECH of Section 3, and FIN-1 of Section 4 respectively.
- 12.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

- 12.3 The original and three copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the project. The envelopes containing the Technical Proposals, Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, and reference number clearly marked "DO NOT OPEN BEFORE {time and date of the opening indicated in the Data sheet"}. The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This may lead to rejection of the Proposal. If the Financial Proposal is not submitted in a sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 12.4 The Proposals must be submitted in person to the addressee indicated in the Data sheet and received by the Employer not later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the Employer after the deadline for submission shall not be considered.

13. Proposal Evaluation

13.1 Evaluation of Technical Proposals: The CEC shall evaluate the Technical Proposals on the basis of the evaluation criteria as detailed below:-

Criteria	% Weightage
A)Technical Criteria	100%
Relevant experience of team in respective technical areas cited in the scope of work and no. of staff exclusively available for the task.	25
Available logistic and infrastructure with the Agency	
	25
Relevant experience of delivering similar programs in India	25
Quality of the proposal (demonstrated understanding of objectives, completeness and coherence of response: work plan and timing, operational and management, deliverables)	25
Total	100

- B- The financial bid of the firms who have scored a minimum of 60% during the technical evaluation by CEC based on the above criteria will only be opened. C- The decision of CEC will be final.
- 13.2 After opening of financial proposals the L-1 consultant will be declared eligible for award of the contract. This selected consultant will then be invited for negotiations, if considered necessary.

14. Negotiations

14.1 Financial negotiations: Negotiations, if considered necessary, shall be held only with the Consultant who shall be placed as L-1 bidder. Representatives conducting negotiations on behalf of the Consultant must have the written authority to negotiate and conclude the Contract.

15. Award of Contract

- 15.1 After completing negotiations the Employer shall issue a **Letter of Intent** to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.
- 15.2 The consultant will sign the contract after fulfilling all the formalities/preconditions Mentioned in the form of contract in Section-6, within 15 days of issuance of the letter of intent.
- 15.3 The Consultant is expected to commence the assignment/ job on the date specified in the Part II Data Sheet.

16. Confidentiality

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

17. Payment Terms

- (a) The payment schedule would be linked with the deliverables in ToR-Inception report
- (b) State-wise status report on mid-term evaluation of watershed projects.
- (c) National Level consolidated comprehensive study report on watershed project and mid-term performance

SUMMARISED PAYMENT SCHEDULE

Sr. No.	Condition for Payment	% of Total	
	-	Value of contract	
1.	Upon signing of contract and submission of	25	
	Bank Guarantee (Advance)		
2.	Submission and Acceptance of Inception	15	
	Report		
3.	Submission of State wise Report	25	

4.	Submission of Consolidated Comprehensive	25
	Study Report.	
5.	Acceptance of the Consolidated Report	10
Total		100

INSTRUCTIONS TO CONSULTANTS Part-II

DATA SHEET (PROJECT SPECIFIC INFORMATION)

Ola I	<u> </u>	Daniel Laure (Date Olive)
Clause		Particulars of Data Sheet
No.		Name of the Franciscon Department of Land Description
1.		Name of the Employer: Department of Land Resources,
		Ministry of RD, Government of India
2.		Name of the Assignment/job Comprehensive Impact Assessment
		of Watershed Projects sanctioned during 2005 to 2008
3.	Data	A pre-bid meeting will be held on:
	Date	<u>02.06.2015</u>
	Time:	11.00 AM
	Venue:	Committee Room, 1st Floor, N.B.O. Building, Nirman Bhawan,
		New Delhi – 110011 (venue subject to change)
4.		Last Date & Time and Address for submission of Proposal:
	Date	<u>17.06.2015</u>
	Time	15.00 hours
	Address	Under Secretary (M&E), Department of Land Resources,
		Min. of Rural Development, Room No. 601, 6th Floor,
		11th Block, CGO Complex, Lodhi Road, New Delhi-110003
		Technical Proposals will be opened on 18.06.2015 at 1530
		hours at Room No. 601, 6th Floor, 11th Block, CGO Complex,
		Lodhi Road, New Delhi-110003.
5.		The Employer's Representative:
		Mr. Surinder Singh, Economic Advisor, Deptt. of Land
		Resources, MoRD.
	Address	Room No. 601, 6 th Floor, 11 th Block, CGO Complex, Lodhi
		Road, New Delhi-110003
	Telephone	011-24362396 / <u>surinder-pc@nic.in</u>
	/Email	
6.		Proposals must remain valid for 90 days after the last date of
		submission, i.e., <u>15-09-2015</u>
7.		Clarifications may be requested within 7 days of issue of the RFP
		The address for requesting clarifications is:
		Mr. P.C. Meena, Under Secretary, Deptt. of Land Resources,
		MoRD, Room No. 601, 6 th Floor, 11 th Block, CGO Complex,
		Lodhi Road, New Delhi-110003
	E-mail	prakash.meena@nic.in
8.		The formats of the Technical Proposal to be submitted are:
		Format for Letter of Proposal submission
		Form Tech 1 : DESCRIPTION OF CONSULTANT'S
		ORGANIZATION
		Form Tech 2: Human Resource
		Form Tech 3: Consultant's Experience In M&E
		Form Tech 4: Comments And Suggestions On ToR
		Form Tech 5: Description Of Approach, Methodology & Work Plan
9.		Consultant should state the cost in Indian Rupees (INR).

10.		Consultant must submit the original, 3 (Three) hard copies and one soft copy of the Technical Proposal, and the original of the Financial Proposal.				
11.		The Employer would provide consultants the necessary support considered necessary for progress of the Project. The employer will interact with the Consultant for exchange of documents/information and discussion.				
12.	Evaluation Criteria	Criteria				100 %
				f team in respective ted		
				of staff exclusively avai		25 25
				rastructure with the Ag delivering similar progr		25 25
		4. Quali	ty of the proposal oleteness and cohe	(demonstrated understarence of response: we ment, deliverables)	anding of objectives, ork plan and timing,	25
13.	Evaluation	Criteri	Description	Minimum	Sub Criteria for	
	Sub- criteria	а		Eligibility	Evaluation & Mar	ks
		1	Key Persons with requisite experience and qualification	10 KP	10 KP = 15 M 11 to 15 KP= 18 M 16 to 20 KP = 20 M 21 & above KP= 25 I	М
		2	Logistic & Infrastructure	i. 5OBR= Own Bldg with 05 Rooms ii. 1 MTH= Modern Training Hall With 40-50 Trainees Capacity. iii. 10 Systems I= 10 Computers with Internet. iv. 10 DEO= Data Entry Operator v. 5 vehicle (4W)	5OBR+1MTH+10S+5\ 8OBR+1MTH+10S+8\ 10 BR+2MTH+15S+8\ 15BR+2MTH+20S+10	'= 18 /= 20
		3	Relevant Experience Of Similar Nature	05 Projects.	5 to 10 Projects = 15 11-15 Projects =18 16-20 Projects = 20 21 & above Projects	
		4	Quality	Approach, Methodology & Work Plan Coherent with ToR.	Coh. With innovative I	ques= Good= 20

Section 3

Technical Proposal – Forms

LETTER OF PROPOSAL SUBMISSION (Separate proposal for each region)

{Location, Date}

To
The Under Secretary,
Deptt. of Land Resources,
MoRD, Room No. 601,
6th Floor, 11th Block,
CGO Complex, Lodhi Road,
New Delhi-110003

Dear Sir,

We, the undersigned, offer to provide the Consultancy assignment/ job for undertaking the Comprehensive Impact Assessment of Watershed Projects sanctioned during 2005 to 2008 in accordance with your Request for Proposal dated [*Insert Date*]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby undertake that, our organization has not been working as Project Implementing Agency/ Monitoring, Evaluation and Learning agency for IWMP in the State /District falling in the region for which we have applied to be appointed as the Consultant for Comprehensive Impact Assessment of Watershed Projects sanctioned during 2005 to 2008.

We further undertake that our agency has its own establishment containing sufficient logistic and infrastructure.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the RFP, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations. We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Signature
Authorized Signatory: [in full]:
Name and Title:
Name of Firm:
Address:-

FORM TECH - 1

DESCRIPTION OF CONSULTANT'S ORGANIZATION

Name of the Firm/NGO	
Address	
Website	
Name of Contact Person	
Address of CP	
Tel./Fax Nos.	
Email of CP	

2. Human Resource:-Format 2 (i) :-

Sr. No.	Human Resource	In Head Office
1.	No. of permanent staff in Technical fields	
2.	No. of hired/part time staff in Technical fields	
3.	No. of permanent staff in Administration/ Management	
4.	No. of hired staff/part time in Administration/Management	
5.	No. of permanent staff in Finance	
6.	No. of hired staff/part time in Finance	

Format 2 (ii) :- Available logistic and infrastructure with the Agency

Sr. No.	Office Area (in Sq. Mtr.)	No. of Rooms and Modern Training Halls	Other Infrastructure
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Format 2 (iii):- CVs of Key Personnel (CVs to be separately attached as per Form Tech 2.1)

Sr.No.	Name (D.O.B.	Educational Qualification	Field of Expertise	No. of years of experience in the field (preferably in the field of Study & Evaluation)	Date of joining Agency	Position held in the Agency	Regular <u>or</u> Part time

FORM TECH - 3

3. CONSULTANT'S EXPERIENCE IN M&E

Sr. No.	Name of the Watershed Project	Name of Implementing Agency	Period	Enclose documents in support of claim

FORM TECH - 4

4. COMMENTS AND SUGGESTIONS ON TOR.

Sr. No.	Relevant Provision in ToR	Comments/Suggestion

5. DESCRIPTION OF APPROACH, METHODOLOGY & WORK PLAN.

Sr. No.	Description	Approach
1.	Technical Approach	
2.	Methodology	
3.	Work Plan	

Section - 4

Financial Proposal – Forms

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To

Under Secretary (M&E), Deptt. of Land Resources, MoRD, Room No. 601, 6th Floor, 11th Block, CGO Complex, Lodhi Road, New Delhi-110003

Dear Sir.

We, the undersigned, offer to provide the Consultancy assignment/ job for undertaking the Comprehensive Impact Assessment of Watershed Projects sanctioned during 2005 to 2008 in accordance with your Request for Proposal dated [Insert Date]. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures] for region. This amount is inclusive of all taxes and duties. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal. We hereby undertake that, our organization has not been working as Project Implementing Agency/ Monitoring, Evaluation and Learning agency for IWMP in the State /District falling in the region for which we have applied to be appointed as the Consultant for Comprehensive Impact Assessment of Watershed Projects sanctioned during 2005 to 2008.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., before the date indicated in Part II Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [*In full and initials*]: Name and Title of Signatory:

Name of Firm:

Address:

FINANCIAL PROPOSAL

-For each region, please submit separate quotation. Delete whichever is not applicable-

Name of the Region	
(Please see Appendix-C of RFP)	

Table 1: Financial bid

Name of the	No. of Projects	Total Area	Cost INR (Inclusive of all
Region	-	(Mh)	Taxes etc.)
North	Appendix-C	Appendix-C	
South.	-do-	-do-	
West	-do-	-do-	
East.	-do-	-do-	
North East	-do-	-do-	

Table 2: (A) For Lead Agency (Expenditure)

SI. No.	Item of Expenditure	Amount (Rs)
1.	(a) Human Resource / Manpower (b) Travel	
	Sub Total	
2.	Organizing Workshop	
3.	Communication	
4.	Institutional Charges (if any)	
5.	Misc. Expenditure (not above 5% of total)	
6.	Tax (as applicable)	
	Total (A)	

Table 2: (A) For Collaborating Agency

SI. No.	Item of Expenditure	Amount (Rs)
1.	(a) Human Resource/ Manpower (b) Travel cost	
	Sub Total	
2	Organizing Workshop (lump sum)	
3.	Communication	

4.	Report preparation
5.	Institutional Charges (if any)
6.	Misc. Expenditure
7.	Tax (as applicable)
	Total (B)
	Grand Total of Table (A + B)

(Si	iar	nat	ur	e)
, – .	Э.		٠.	ς,

Authorized Signatory: Name:

Designation:

Name of firm:

Address:

Section - 5

Terms of Reference

Terms of Reference (ToR) for Comprehensive Impact Assessment of Watershed Projects sanctioned during 2005 to 2008

1. Background:

Over the past several decades, the challenges of arid region cultivation is effectively managed through Watershed Programmes. These programmes are focused mainly on soil & water conservation activities with a mix of technical innovations with top down as well as participatory approaches. These programmes have allowed for holistic approach with policy adoptions over these years, bringing in new methodologies, with greater community participation and social inclusiveness.

During these decades the watershed programmes were mainly implemented as special area development programmes viz. Desert Development Programmes (DDP), Drought Prone Area Programme (DPAP) and Integrated Watershed Development Programme (IWDP) across the country, as various approaches towards the common goal of Rainfed area development.

An evaluation of projects was carried out as per the suggestion of Parliamentary Standing Committee for Rural Development. The period of coverage was with respect to Watershed Programmes sanctioned during April 1998 to March 2002. In this study the DoLR has carried out assessments of impact of the projects by involving NIRD Hyderabad and other reputed institutions. An earlier study assessing impact of project sanctioned during April 1995 to March 1998 was commissioned by the MoRD in March 2001, associating several institutions across the country. These studies have helped in understanding the contribution of programme to the development of natural resources as well as socio-economic impact of the programme area.

Continuing with the Impact assessments studies carried out earlier, DoLR, propose to carry forward the process to its logical end. Accordingly it is proposed to study the impact of last batch of pre-2009 (pre-IWMP) projects implemented across the country. There are 7417 Projects sanctioned during this period. The programme wise break up is DDP 4484, DPAP 2516 & IWDP 417. It is proposed to study the impact of these projects at the national level with following specific objectives.

2. Objectives:

i) To record the changes observed in **natural resources** in the project area. This include change in Land use & Land cover, Bio-mass, reclamation of waste-land,

change in irrigated areas, change in ground water & surface water profiles and change in soil profiles (quality & reduction in run-off).

- ii) To assess the **change in agriculture sector** i.e. change in cropping pattern, area expansion, production, productivity of major crops, cropping intensity and diversity.
- iii) To assess **the change in economy** of the watershed community—i.e. change in Income, Employment, Skill enhancement if any & Expenditure Patterns.
- iv) To assess the **level of people's participation** in the project and its implications.
- v) To assess the **level & pattern of fund utilization** by states and explore reasons for huge unspent balances or low spending along with suggestions for improvement.
- vi) To assess the extent of development & level of **impact on common property** resources development and the system of sharing of usufructs there-off.
- vii) To assess the **post project maintenance of assets & institutions** generated under the project and suggest policy option for their sustenance.
- viii) To assess the **overall impact of the project** on the beneficiaries including the spill over effects (i.e. externalities & social impacts).
- ix) Provide an **overall national level summary** of findings and document the best practices observed. Indicate the lessons learnt with policy suggestions for future improvement.

3. Methodology:

(a) Sample size & area coverage :

- i) Impact study desired by the Ministry of Rural Development will be confined to the watershed projects implemented under the support of the DoLR funds.
- ii) The study will cover watersheds in all the 29 states and 20 % of the projects will be selected in proportionate to the sanctioned ones between 1stApril 2005 to 31stMarch 2008.
- iii) State wise sampling will be in proportion to the number of projects (DDP, DPAP, and IWDP) sanctioned under each scheme.
 - iv) The study will cover 20% of households from the sample villages.
- v) No less than 90 households will be covered from each of sub-watersheds/micro watersheds for statistical analysis purposes.

- vi) From each sub-watershed/micro three villages representing ridge, Middle and Valley portion will be selected for household surveys. From each village at least 30 households would be covered.
- vii) In addition to the above samples about 50% of samples households to be considered from outside the watersheds area, with similar topography & socioeconomic features.
- viii) A comparative analysis of with & without project scenario (i.e. 45 households from untreated similar area).

(b) The analytical framework:

The study would follow the following analytical frame work:-

- i)Natural resources analysis: Covering Land use, Land cover, Bio-mass, Hydrological & Soil profiles.
- ii) Agriculture sector analysis: Area Production & productivity analysis, analysis
 of allied sectors like live stocks, horticulture etc.
- iii) Economic Analysis-Including Cost Benefit Ratio Analysis and Internal Rate of Return (IRR) Analysis. (Covering Income, Employment, Debt & Migration Analysis).
- iv) Institutional Analysis Community Based Organizations (CBOs) & Project Implementation Agencies (PIAs), Non-Government Organizations (NGOs), Community at Large, other stakeholder if any.
- v) Systemic & Financial flow Analysis: Administrative arrangement system analysis of fund flow analysis.
- vi) Community Involvement analysis: How far the project is community driven than merely community centered.
- vii) Gender sensitivity and equity analysis: i.e. Women Involvement in Planning and Implementation of the project & Distribution of investment returns by class, caste & gender.
- viii) Over all Analysis- A conclusive overall impact analysis of all the above sectors. Interlinking the Watershed Community & Natural Environment.

Ideally the analysis to be carried out in comparison with related baseline values (i.e. before the project status) collected during the initiation of project. In case of non-availability of such data, the analysis should be made in comparison with related normal values of the region. However in case of natural resource analysis i.e. for land use, land cover and bio-mass changes use of Remote Sensing Technology would be adopted for a pre & post project situational analysis. The

analysis of natural resources, agricultural & allied sectors, and economic analysis should include both before and after and with & without, comparative analysis.

(c) Chapter Scheme of Contents:

The final report should contain the following:-

- i) Executive summary
- ii) Introduction, detailing the background of scheme & methodology of study, sample size & analytical frame work.
- iii) Impact on Natural Resources
- iv) Impact on Agriculture and Allied Sectors.
- v) Impact on Economic Aspects
- vi) Impact on Institutional Systems
- vii) Impact on the Society especially with Gender & Equity Analysis.
- viii) Over-all Impact- A summary of analysis.
- ix) Best practices, Limitation if any & lessons learnt with suggestions for future alternative policy linkages.

4. Qualifications for empanelment of Evaluating Agency:-

The requisite qualifications for empanelment of the Evaluating Agencies as circulated by this Department to SLNAs (in addition to the provisions in ToR) would be as under:-

- a. The names of leading and reputed organizations (including NGOs) with required infrastructure, expertise and experience should only be included.
- b. Project implementing Agencies (PIA) should not be empaneled for the State in which it is working as PIA.
- c. As per the common guidelines, the panel is to include only institutions and agencies- not individuals.
- d. The individual evaluators or officials deputed by the enlisted organizations/NGOs, should have academic qualification of graduation in any of the discipline namely agriculture, soil sciences, forestry, rural development and related areas or have undergone specialized training in any these discipline and have worked for a minimum period of ten years in related disciplines in any Organization of repute or under the Central/State/Government in the concerned Departments.

5. Institutional Arrangements for the study:-

The agency to be deployed for the purpose would take a premier lead role in coordinating the task at the National Level. The agency would also be responsible for the preparation of consolidated report at the national level. The responsibility to compile or coordinate the state level reports would also be with this agency. The agency would in turn could sub-contract separate institutes/agencies for carrying out the studies & preparation of report at the state level, as per the need and operational requirement. The lead agency at the national level would be of reputed credentials with established infrastructure facilities to facilitate supervise and coordinate the work.

A) National Agency (NA):-

The Lead National Agency will anchor the study. DoLR will be coordinating the study along with this agency. The role of National Agency would be:

- (a) Organizing National Workshop for;
 - I) Evolving a standard format for reporting and identify key indicator for comprehensive study of impact of investment.
 - II) Developing the financial norms for the study.
 - III) Planning for overall impact evaluation strategy.
- **(b)** Scrutiny and consolidation of study findings and suggestions of policy implication.
- **(c)** Coordinating and supervising the state-wise comprehensive studies.
- **(d)** Organize National sharing workshop (Sharing of lesson and draw up strategies for better result).
- **(e)** Bring out the consolidated report.

B) Collaborating Institutions:-

For the collaborating institutional arrangement, preference will be given to Govt. institutions having requisite experience in the field to be selected as collaborating institutions. In the absence of the same, leading academic/research institutions and Non-Government Organizations (NGOs) of repute and experience also can be considered. These organizations will perform the following tasks:

(a) Assist National Agency in Carrying out the comprehensive study of impact of investment in watershed projects as per the design, indicators, tools and instruments

developed by national Institute. State Level Agency would carry-out field surveys and prepare a comprehensive study report based on the common minimum framework developed by National Institute.

- (b) Organize regional workshops to share the findings of the study and incorporate the feedback.
- (c) Collection and documentation of best practices.
- (d) Any other work assigned by National Agency related to the study.

6. Deliverables

- (a) Inception report
- (b) State-wise status report on impact of investment in watershed projects.
- (c) National consolidated comprehensive study report on watershed project and performance

7. Time Duration of the Project

The project to be completed within 9 months from the date of initiation/contract.

8. The coverage of the study:

(a) The study covers projects sanctioned during the period 2005- 2008. The breakup of projects sanctioned and completed are as follows.

Name of the Scheme	No. of Projects Sanctioned (2005 to Feb, 2009)	No. of Projects Sampled (20%)
Integrated Wastelands Development Programme (IWDP)	417	83
Desert Development Programme (DDP)	4484	897
Drought Prone Area Programme (DPAP)	2516	503
Total	7417	1483

9. BUDGET

A detailed budget would be prepared by the Lead National Agency, including the following items:-

A. For Lead Agency

SI. No.	tem of Expenditure	Amount (Rs)
1.	(c) Human Resource / Manpo (d) Travel	wer
	Sub Total	
2.	Organizing Workshop	
3.	Communication	
4.	Institutional Charges (if any)	
5.	Misc. Expenditure (not above 5% of total)	
6.	Tax (as applicable)	
	Total (A)	

B. Detailed Cost Estimation of per Watershed cost (for collaborating agencies):-

SI. No.	Item of Expenditure	Amount (Rs)
1.	(a) Human Resource/ Manpower (b) Travel cost	
	Sub Total	
2	Organizing Workshop (lump sum)	
3.	Communication	
4.	Report preparation	
5.	Institutional Charges (if any)	
6.	Misc. Expenditure	
7.	Tax (as applicable)	
	Total (B)	
	Grand Total of Table (A + B)	

10. An Indicative list of Indicators to be considered for Impact Assessment is provided as Annexure (Annexure-1).

Annexure 1

Indicators to be considered for Impact Assessment (An Indicative List)

1. Natural resource Indicators

- Increase in the crop yield: Increase in the cropped area Adoption of new package of practices Soil & moisture conservation measures
- Cropping pattern diversified: Change in the cropping pattern and diversification Changes into commercial, food, fodder, crops Change over to agro-horticulture, agroforestry Mono-cropping to intercropping / mixed cropping
- Ground water recharged: Increase in the cropping intensity Changes in the cropping pattern Diversified into high Value crops Increase in the irrigated area.
 Improvement in the Ground water level and yield
- Productivity in Non-arable: Extent of reduction in wastelands / degraded lands
 Extent of forest cover/ plantations / silvipasture Improvement in biodiversity / canopy
 cover Fallow lands brought under cultivation
- Soil erosion reduced: Reduction in soil loss & run off Soil erosion and silt deposition reduced Positive changes with respect to soil nutrients and salinity Extent of crop failure
- Livestock improvement: Increase in no. of improved cattle, buffaloes, etc. Increased milk production / dairy activities Fuel wood and fodder self sufficiency
- CPR's / Gomals: Fodder development / silvipasture
- Surface /Ground Water resources: Increase in number of water bodies Increased surface water supply Level and quality of ground water Seasonal to perennial transformation of water levels in surface water.
- Environmental Aspects: Extent of use of pastures/forests/other common properties Industrial activity (including mining) Rare/endemic/endangered species of Flora and Fauna.
 - Indigenous knowledge, artifacts, traditional values, Indigenous people. Wild life sanctuary, National park, Cultural Heritage/archaeological important site.

2. SOCIAL:

- Literacy rate, reduction in school dropouts, increase in girl's enrolment in schools
- Housing pattern (with or without electricity, sanitation, furnishing, toilets, kitchen, pukka-hut, etc.
- Drinking water facilities, time spent in fetching water
- Participation of women, landless and weaker sections in project.
- Reduction in migration, impact on landless families
- Employment opportunities On farm and off farms
- Impact of trainings, awareness of the program, shramadan

- Women Empowerment Decision making, capacity, collective decisions
- Self-sufficiency Food, fodder, fuel, drinking water etc.
- Peoples' participation in planning and implementation of their choice Soil & water conservation, structures, IGA, etc.
- Initiation, implementation of agro based / income generating activities
- Involvement in CPR development Planning, implementation, monitoring and O&M
- Control on free grazing, tree felling, disputes, alcoholism
- Health centres, dispensaries, Vet clinics, Family planning, Mortality rates

3. ECONOMIC:

- Household Income Sources of Income, expenditure, savings, investments, etc.
 Improvement in housing pattern, household assets
- Living Standards Poverty level, Food Consumption, Food security
- Increase in wage rates, No of working days, etc.
- Changes in land prices
- Economic assets Plantations, agro-forestry,
- Improved farming inputs, equipments, fertilizers / pesticides usage
- Increased savings of SHG members
- Increased access to credit / government grants / subsidies etc.
- Changes in crop production (agricultural crops, horticulture, floriculture, etc), yield/ha
- Income generating activities, type, alternative occupational programmes
- Livestock, dairy activities, kitchen garden, Market facilities, agricultural produce,
 Storage facilities

4. INSTITUTIONAL:

- Formation & Functioning of CBOs (SHGs/CIGs/AGs/UGs/VWCs) Numbers, Member composition, Activities, Involvement in decision making, Book keeping, etc.
- NGO, Staff Status Functioning, Sensitization and mobilization, Formation of CBOs and facilitation for better functioning, Role in Entry Point Activities, Action Plan preparation, Approval and Implementation, Collection of baseline survey data, Beneficiary Selection, Capacity building / Training programmes, etc.
- IGA programmes Credit linkages, micro enterprises
- Line department role, activities and their linkages ZP, TP, GP, RMKs
- Linkages among different groups viz., SHGs, AGs, UGs, VWCs, CIGs, etc.
- Convergence with other Developmental Programmes (MNREGA, JSYS, etc.)
- Role, responsibility and cooperation among Govt., NGOs, and other institutions.

Section 6

Form of Contract

CONTRACT FOR CONSULTANTS" SERVICES

Between

[President of India acting through EA, DoLR]

And

[Name of the Consultant]

Dated:

1. Contract

This CONTRACT (hereinafter called the "Contract") is made the ------ day of the month of ------ 2015, between the President of India acting through Economic Adviser, Department of Land Resources, Ministry of Rural Development, Government of India, 6th Floor, Block No. 11, CGO Complex, New Delhi (hereinafter called the "Employer"), of the First Part and, [name of Consultant] (hereinafter called the "Consultant") of the Second Part.

WHEREAS-

- (a) The Consultant, having represented to the "Employer" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the RFP dated **19.05.2015** issued by the Employer.
- (b) The "Employer" has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

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

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
- I. General Conditions of Contract;
- II. Appendix "A & B".
- 2. The mutual rights and obligations of the "Employer" and the "Consultant" shall be as set forth in the Contract, in particular:
- (a) The Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and
- (b) The "Employer" shall make payments to the Consultant in accordance with the provisions of the Contract.

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

- 1. In presence of (Witnesses)
- **(I)**
- (ii)
- 2. For and on behalf of [name of Consultant]

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

[Authorized Representative]

3. For and on behalf of each of the Members of the Consultant. [name of member]

[Authorized Representative]

4. [Name of member]

In presence of (Witnesses) (i)

(ii)

1 -General Conditions of Contract

- i. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.
- **ii.** A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- iii. The Services shall be performed at such locations as the "Employer" may approve.
- iv. In case the Consultant consists of a joint venture/consortium/consortium of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the "Employer" under this Contract, including without limitation the receiving of instructions and payments from the "Employer". However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.
- v. The Consultant, Sub-Consultants and Personnel shall pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.
- vi. The consultants should avoid the following-
 - "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of
 anything of value to influence the action of a public official in the selection process or in
 contract execution; "Fraudulent practice" means a misrepresentation or omission of
 facts in order to influence a selection process or the execution of a contract;
 - "Collusive practices" means a scheme or an arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
 - "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- vii. The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation.
- viii. This Contract shall come into force and effect on from the date (the "Effective Date") of signing of this Contact.
 - ix. Force Majeure: In the event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about Force Majeure clause will be applied.
 - x. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in carrying out of its obligations hereunder.
 - **xi.** Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.
- xii. The Employer may terminate the Contract in case the Consultant do not fulfil the obligations by giving not less than thirty (30) days' show cause notice and not being satisfied with the reply.

- xiii. Conflict of Interests: The Consultant shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.
- xiv. Confidentiality: Except with the prior written consent of the "Employer", the Consultant and the personnel shall not at any time communicate to any person or entity any information acquired in the course of the services, nor shall the Consultant and its personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- xv. Consultant's Actions Requiring Employer's Prior Approval: The Consultant shall obtain the Employer's prior approval in writing before taking any of the following actions:
 - Any change or addition to the personnel.
 - Subcontracts: The Consultant may subcontract work relating to the services to an extent and with such experts and entities as may be approved in advance by the "Employer".
- **xvi.** The Consultant shall employ and provide such qualified and experienced personnel as are required to carry out the Services and as listed in its proposal in response to RFP.
- xvii. If the "Employer" (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultant shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer".

xviii. PAYMENTS TO THE CONSULTANT-

- The total cost of the Services payable is set forth as per the Consultant's proposal to the Employer and as negotiated thereafter.
- All payments shall be made in Indian Rupees.
- The Cost would be inclusive of all taxes etc.
- The payments shall be made as per the payment schedule subject to satisfaction of the Employer.
- Final Payment: The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Employer". Thereafter, the Performance Guarantee/Bank Guarantee shall be released after adjusting the payable amount to the Consultant.
- All payments under this Contract shall be made to the accounts of the Consultant.

xix. Liquidated Damages -

• In case any error or variation is detected in the 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 Employer in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Contract Value.

- In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% of the Contract Value per day, subject to a maximum of 10% (ten percent) of the Contract 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, the Employer may agree to grant suitable extension of time.
- xx. The Employer 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 Contract or for recovery of liquidated damages.

	Binding signature of Employer signed b)y
	(for and on behalf of the P	President of India
	Binding signature of Cons	ultant signed by
(for and on behalf of _	duly authorized vide Resolution N	lo
Datedpresence of	of the Board of Directors of) In the
(Witnesses)		
1.		

2.

2. Appendices

APPENDIX A

(i) - FORMAT FOR UNDERTAKING

TO WHOM IT MAY CONCERN

I,on behalf of the consultant, hereby undertake not been working as PIA/MEL&D agency with the State/District falling we have applied to be appointed as a consultant for monitoring and one of the consultant, hereby undertake not been working as PIA/MEL&D agency with the State/District falling we have applied to be appointed as a consultant for monitoring and one of the consultant, hereby undertake not been working as PIA/MEL&D agency with the State/District falling we have applied to be appointed as a consultant for monitoring and one of the consultant for mo	g in the region for which
(for and on behalf of	Authorized Signatory duly authorized)
APPENDIX A (ii) - FORMAT FOR UNDERTAKI	NG
TO WHOM IT MAY CONCERN	
I,on behalf of the consultant, hereby undertake having its own establishment containing sufficient logistic and infra State falling in the region for which we have applied to be appoint monitoring and evaluation under IWMP.	structure in each of the
(for and on behalf of	Authorized Signatory duly authorized)

FORMAT FOR PERFORMANCE BANK GUARANTEE

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П	г	,	`
			,

The President of India

WHEREAS
(Name and Address of the Consultant) (Hereinafter called "the Consultant") has undertaken,
in pursuance of contract no dated to provide
Consultancy services for "Comprehensive Impact Assessment of Watershed Projects
sanctioned during 2005 to 2008" implemented to the Department of Land Resources,
Ministry of Rural Development. AND WHEREAS it has been stipulated by you in the said
contract that the Consultant shall furnish you with a bank guarantee by a scheduled
commercial recognized by you for the sum specified therein as security for compliance with
its obligations in accordance with the contract:

AND WHEREAS we have agreed to give the Consultant such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of Rs.---- (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed hereunder or of any of the contract documents which may be made between you and the Consultant shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of Department of Land Resources, in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

This guarantee shall be valid until the day of, 2015
(Signature of the authorized officer of the Bank)
Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

APPENDIX C

Projects sanctioned during 2005 to 2008 under IWDP, DPAP & DDP

. No.	Region/ State	IWDP	DPAP	DDP	Total	20%
	SOUTH					
1	Andhra Pradesh	42	765	392	1199	59.95
2	Tamil Nadu	22	237		259	12.95
3	Karnataka	43	176	584	803	40.15
4	Kerala					
	NORTH					
5	Punjab	2			2	0.01
6	Haryana	4		317	321	16.05
7	J & Kashmir	4	0		4	0.02
8	M.P.	45	771		816	40.8
9	H.P.	28	17		45	2.25
10	Uttarakhand	17	0		17	0.85
11	Uttar Pradesh	60	227		332	16.6
	EAST					
12	West Bengal	1	0		1	0.05
13	Odisha	40	6		46	2.3
14	Bihar	2	0		2	
15	Jharkhand	1	0		1	
16	Chhattisgarh	22	31		53	
	WEST					
17	Rajasthan	40	134	2360	2534	
18	Gujarat	21	144	831	996	
19	Maharashtra	23	8		31	
20	Goa#					
21	Arunachal					
22	Assam					
23	Manipur					
24	Meghalaya					
25	Mizoram					
26	Nagaland					
27	Sikkim					
28	Tripura					
	Grand Total	417	2516	4484	7417	