



REQUEST FOR PROPOSAL
FOR
SELECTION OF CONSULTANT
FOR
MONITORING, EVALUATION & LEARNING
(ME&L)
UNDER IWMP IN SOUTH & EAST REGION

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 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. 15-3/2015-TE(WM)
Government of India
Ministry of Rural Development
Department of Land Resources
Block No. 11, 6th Floor, CGO Complex, Lodhi Road,

New Delhi-110003
Dated: 26.10.2015

Subject: Request for Proposal (RFP) for selection of consultants for "Monitoring, Evaluation and Learning" under IWMP in South & East Region.

To

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Dear

The Department of Land Resources (hereinafter called "Employer") has proposed to assign the M&E task under IWMP to external independent agencies. This is to ensure objectivity in the field of M&E. Third party monitoring would enhance the transparency and credibility of the programme. This would specifically help to inculcate a learning process during the project cycle enabling the adopting of corrective measures.

2. The employer had invited an Expression of Interest (EOI) to seek responses to provide consultancy services for Monitoring, Evaluation & Learning (ME&L) under IWMP through open advertisement in leading national daily on 26.6.2015. More details on the consultancy services are provided under **Terms of Reference** in this RFP document. Your firm has been short-listed for the region/s for the issue of RFP for the project, and is now invited to submit its proposal as per the RFP document available on our departmental website www.dolr.nic.in. Separate proposals for each region (technical and financial) should be submitted. Each technical proposals should have separate team of experts.

3. The proposal duly completed in all respect should be addressed to 'Assistant Commissioner (TE), Department of land Resources, Block No. 11, 6th Floor, CGO Complex, Lodhi Road, New Delhi, 110003' in the sealed cover superscripted as "**Proposal for Assignment of Consultant for Monitoring, Evaluation & Learning under IWMP**" 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 November, 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 3rd November, 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,

(Pritam Singh)
Assistant Commissioner
Tel:- 011-24306633

Section 2- Instructions to the Consultants – Part-I

INSTRUCTIONS TO CONSULTANTS

Part I

1. Definitions

- (a) **“Employer or DoLR”** means the Department of Land Resources, Ministry of Rural Development, Government of India who have invited the bids for consultancy services for the ME&L work under IWMP and with whom the selected Consultant signs the contract for the Services and to whom the selected consultant shall provide services as per the terms and conditions and Terms of Reference of the contract.
- (b) **“Consultant”** means any firm who has been short-listed to submit their proposals that may provide the services to the Employer under the Contract.
- (c) **“Contract”** means the Contract signed by the Parties (employer & consultant) for this project.
- (d) **“Contract Value”** means total value of the contract include applicable taxes.
- (e) **“ME&L”** means Monitoring Evaluation & Learnings.
- (f) **“Terms of Reference” (TOR)** means the document included in the RFP which shows the objectives, scope of work, activities, tasks to be performed, responsibilities of the Employer and the Consultant, and expected deliverables of the assignment / job.
- (g) **“Government”** means the Government of India.
- (h) **“Instructions to Consultants”** means the document which provides short-listed consultants with all information needed to prepare their proposals.
- (i) **“LOI”** means the Letter of Invitation being sent by the Employer to the short-listed consultants.
- (j) **“Personnel”** means professionals and support staff provided by the Consultant and assigned to perform the services or any part thereof.
- (k) **“Project”** means the watershed development program sanctioned for a sub-watershed of approx 5000 ha under the IWMP.
- (l) **“Proposal”** means the Technical Proposal and the Financial Proposal.
- (m) **“RFP”** means the Request for Proposal prepared by the Employer for the selection of Consultants.
- (n) **“Assignment / job”** means the work to be performed by the Consultant pursuant to the Contract

2. Introduction

- 2.1 Department of Land Resources invites application from short-listed consultants for providing consultancy for Monitoring, Evaluation & Learnings (ME&L) for IWMP.
- 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 The RFP document can be downloaded from the DoLR website www.dolr.nic.in for preparing 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.
- 8.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 8.2 While preparing the Technical Proposal, Consultants must give particular attention to the following:-
- (a) The estimated number of Professional staff-months for the Assignment/ job is as shown in the Part II Data Sheet. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the proposal, the consultant must ensure the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.
 - (b) Alternative professional staff shall not be proposed and only one curriculum - vitae (CV) may be submitted for each position mentioned.

- 8.4 Depending on the nature of the assignment/ job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section-3. Part II Data Sheet in Section-2 indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.
- (a) A brief description of the consultant's organization and in the case of a consortium / joint venture, of each partner, will be provided in technical form (Section 3). In the same form, the Consultant and in the case of a consortium / joint venture, each partner will provide details of experience of assignments which are similar to the proposal assignment / job as per the TOR. For each assignment/ job, the outline should indicate the names of Professional staff who participated, nature and duration of the assignment/ job, contract amount, and consultant's involvement. Information should be provided only for those assignment/ jobs for which the Consultant was legally contracted by an employer as a corporation or as one of the major firms within a joint venture. Assignment/ jobs completed by individual professional staff working privately or through other consulting firm cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.
 - (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality / effectiveness of the assignment/ job. (Form 1.2-iii of Section 3).
 - (c) A description of the approach, methodology and work plan for performing the assignment/ job covering the following: technical approach and methodology, work plan, project organization and availability of experts, and transfer of knowledge/ training. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 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-1.2-iii of Section 3.

(e) CVs of the Professional staff as mentioned in para 8.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH- 1.2-iv of Section 3).

(f) A detailed description of the proposed methodology for transfer of knowledge/ training to the Watershed staff should be given in Form TECH-4 of Section 3.

8.5 The Technical Proposal shall not include any financial information. Technical Proposal containing financial information may be declared non-responsive.

8.6 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 batch wise (year wise) because the quantum of work will be decreased in accordance with the completion of work as per time frame. For eg. for 2009 batch the work is in all most completion stage in which case only final evaluation to be undertaken.

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. Earnest Money Deposit (EMD), Bid processing Fee and Performance Guarantee.

11.1 Earnest Money Deposit

(a) An EMD of **Rs. 5,00,000 /- (Rs. Five Lakh only)**, per region in the form of a Demand Draft drawn in favor of **Pay & Accounts Officer, Department of Land Resources, Ministry of Rural Development, Government of India, New Delhi** and payable at New Delhi must be submitted along with the Proposal.

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

(c) No interest shall be payable by the Employer for the sum deposited as EMD.

- (d) The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.
- (e) No bank guarantee will be accepted in lieu of the EMD.

11.2 Forfeiture of EMD

The EMD shall be forfeited by the Employer in the following events:

- (a) If the proposal is withdrawn during the validity period or any extension agreed by the Consultant thereof.
- (b) If the proposal is varied or modified in a manner not acceptable to the Employer after opening of proposal during the validity period or any extension thereof.
- (c) If the consultant tries to influence the evaluation process.
- (d) If client observes that the information provided and statements made in the proposal are incorrect and false
- (e) If the client learns that the consultant is engaged as MEL&D/PIA agency in the State /District falling in the region for which it has applied to be appointed as the Consultant for monitoring and evaluation under IWMP contrary to the undertaking given by the consultant at the time of submission of RFP.

11.3 Bid Processing Fee

No bid processing fee would be collected to process the documents by DoLR.

11.4 Advance Payment

The selected consultant shall be eligible for an advance of 10% of the total contract value which will be adjusted from the scheduled payment at the end of first and second year as per para 17. The selected consultant shall also be required to furnish a Bank Guarantee (format as prescribed under as Appendix B) against the advance **equivalent to 10% 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. The Bank Guarantee on account of advance would be returned only after the advance is fully adjusted against scheduled payments as in para 17.

11.5 Performance Guarantee

The selected consultant shall be required to furnish a Performance Bank Guarantee (format as prescribed under as Appendix D) **equivalent to 5% 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. On submission of performance guarantee and after signing of the contract, EMD would be returned.

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-ii 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, EMD and Bid Processing Fee 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 in accordance with para 3.2 above. Any proposal received by the Employer after the deadline for submission shall not be considered. Technical Proposals will be opened on the date and time indicated in Part II Data Sheet in the presence of the representatives of the Consultants who wish to attend.

13. Proposal Evaluation

- 13.1 From the time the Proposals are opened to the time the contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of contract may result in the rejection of the Consultants' Proposal.
- 13.2 The Employer has constituted a Consultancy Evaluation Committee (CEC) for selection of the Consultant which will carry out the evaluation process.
- 13.2 Evaluation of Technical Proposals: The CEC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria and sub-criteria specified in **Clause 14 of Part II of Section**

2 - Instructions to Consultants. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined below.

13.3 Selection Criteria of Consultant Agency

The successful bidder/agency will be chosen based on the following criteria.

S.N.	Criteria	Sub-criteria	% Weight of sub Criteria	% Weight of tech Criteria
1	Experience of the firm	No. of years of experience in monitoring, evaluation & learnings	50	20
		No. of years of experience in watershed development/natural resource management either in implementation or MEL	50	
2.	Methodology, work plan and understanding of TOR	Understanding of the TOR	40	35
		Acceptability and detailing of methodology of work plan/organization structure	40	
		Innovation	10	
		Presentation	10	
3	Suitability of Key personnel for the assignment	Education qualification	40	45
		Professional experience in required area of assignment	60	
	Total			100

B- The financial bid of the firms who have scored a minimum of 75% during the technical evaluation by CEC based on the above criteria will only be opened.

13.4 The CEC will correct any computational errors. When correcting Computational errors, in case of discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections will be allowed to the Financial Proposal.

13.5 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.

13.6 Maximum one region will be given to one consultant.

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/pre-conditions 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 anti-fraud and corruption policy.

17. Payment Terms

The terms of payment would be linked to the deliverables of the project which have been defined as under:-

- Inception report.
- Baseline report.
- Mid-Term Evaluation report.
- End of Project Evaluation report.
- Documentation of best practices and case studies
- Annual Reports at the end of Year I, II, III, IV and V

SUMMARISED PAYMENT SCHEDULE

SI. No.	Condition for payment	% of Total contract value
1.	Upon signing of contract and submission of Bank Guarantee (Advance)	10%
2.	Submission and Acceptance of Inception Report	5%

3.	Submission and Acceptance of Base Line Survey Report (with detailed analysis)	5%
4.	Submission and Acceptance of I st Annual Report	2% +5% (5% adjusted against advance payment)
5.	Submission and Acceptance of II nd Annual Report	2% +5% (5% adjusted against advance payment)
6.	Submission and Acceptance of III rd Annual Report	2%
7.	Submission of mid-term report	5%
8.	Submission and Acceptance of IV th Annual Report	2%
9.	Submission and Acceptance of V th Annual Report	2%
10.	Submission and Acceptance of Documentation of Best Practices and case studies @ 2% at the end of each year	10%
11.	Submission and Acceptance of Final Impact Evaluation Report (EoP) and acceptance of closure report	15%
12.	10 installment of 4% each, payable every six months, subject to appropriate progress of activities such as submission (and acceptance) of quarterly Process Monitoring Reports and Annual reports and any other requested by DoLR.	40%
Total		100%

It is clarified that payment shall be calculated on basis of project area for which the agency has submitted its report.

INSTRUCTIONS TO CONSULTANTS

Part-II

DATA SHEET (PROJECT SPECIFIC INFORMATION)

Clause No.	Ref. Of RFP	Particulars of Data Sheet
1.		Name of the Employer: Department of Land Resources, Ministry of RD, Government of India
2.		Name of the Assignment/job: Selection of Consultant for ME&L under IWMP
3.		A pre-bid meeting will be held on:
	Date:	3-11-2015
	Time:	1100 Hours
	Venue:	Committee Room, 1 st 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:	17-11-2015
	Time:	1730 hours
	Address:	Assistant Commissioner (TE), Block 11, 6 th Floor, Room No. 601, CGO Complex, Lodhi Road, New Delhi 110003
		Technical Proposals will be opened on 20-11-2015 at 1530 hours at Committee Room, 1 st Floor, N.B.O. Building, Nirman Bhawan, New Delhi – 110011 (venue subject to change)
5.		The Employer's Representative: Mr. Amit Kumar, Director, Dept of Land Resources, MoRD
	Address:	Block 11, 6 th Floor, CGO Complex, Lodhi Road, New Delhi 110003
	Telephone	+91-11-24362569
	E-mail:	amit.kumarkarn@nic.in
6.		Proposals must remain valid for 90 days after the last date of submission, i.e., 17-11-2015
7.		Clarifications may be requested within 7 days of issue of the RFP
		The address for requesting clarifications is: Mr. Pritam Singh, Asstt. Commissioner, Department of Land Resources, Ministry of Rural Development, Block 11, 6 th Floor, Room No. 601, CGO Complex, Lodhi Road, New Delhi 110003, Phone – 011 24306633
	E-mail:	Singh.p@nic.in
8.		The formats of the Technical Proposal to be submitted are:
		Form Tech 1: Letter of Proposal submission

		Form Tech 2 : Consultant's organization & experience
		Form Tech 3: Comments & suggestions on TOR
		Form Tech 4: Approach, Methodology and Work Plan
		Form Tech 2.1 : CVs of Key Personnel
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 estimated number of key professional staff-months required for the Assignment/ job per is : <u>600 person months</u> The Consultant should also indicate the number and details of the Support Staff members associated with Key Team members in their work plan.
12.		The Employer would provide consultants the necessary support in terms of information/ documents/ co-ordination with other division/ office etc. whenever & wherever considered necessary for progress of the Project. The employer will interact with the Consultant for exchange of documents/ information and discussion.
13.		Evaluation Criteria

S.No.	Criteria	Sub-criteria	% Weight of sub Criteria	% Weight of tech Criteria
1	Experience of the firm	No. of years of experience in monitoring, evaluation & learnings	50	20
		No. of years of experience in watershed development/natural resource management either in implementation or MEL	50	
2.	Methodology, work plan and understanding of TOR	Understanding of the TOR	40	35
		Acceptability and detailing of methodology of work plan/organization structure	40	
		Innovation	10	
		Presentation	10	
3	Suitability of Key personnel for the assignment	Education qualification	40	45
		Professional experience in required area of assignment	60	
	Total		100	100

Section 3

Technical Proposal - Forms

LETTER OF PROPOSAL SUBMISSION
(Separate proposal for each region)

{Location, Date}

To
Assistant Commissioner (TE),
Deptt. Of Land Resources,
Min. of Rural Development,
Room No. 601, Block- 11, 6th Floor,
Lodhi Road, New Delhi-110013 (INDIA)

Dear Sir,

We, the undersigned, offer to provide the Consultancy assignment/ job for **Monitoring, Evaluation & Learnings under IWMP** 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 and requisite EMD and bid processing fee for region.

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 MEL under IWMP. 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,

Authorized Signature [in full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

CONSULTANT'S ORGANIZATION AND EXPERIENCE**A – Consultant's Organization**

[Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment/job. The brief description should include ownership details, date and place of incorporation of the firm (attach certificate), objectives of the firm etc. Also if the consultant has formed an Association, details of each member of the Association, name of lead members etc shall be provided].

1. General Information**1.1 Information about the Firm(s)**

- Name --
- Address -
- Web site-
- Principal Contact
 - Name
 - Address
 - Telephone Number
 - Fax Number
 - Email Address

1.2 Human Resource:-

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

Sr. No.	Office Area (in Sq. Mtr.)	No. of Rooms and Modern Training Halls	Other Infrastructure

Format (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 MEL&D)	Date of joining Agency	Position held in the Agency	Regular of Part time

B – Consultant’s Experience

Format (i) :- Experience of M&E outside India

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

Format (ii) :- Experience of M&E within India

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

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

A – On the Terms of Reference

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

B- On Inputs and Facilities to be provided by the Employer

The Employer would necessarily support in terms of information/ discussions/ documents/ field visits/ coordination with other agencies and logistics, wherever considered necessary in completion of the Project. The employer will interact with the Consultant for exchange of documents/ information and discussion

Sr. No,	Relevant Provision in ToR	Comments/Suggestion

DESCRIPTION OF APPROACH, METHODOLOGY & WORK PLAN.

Technical approach, methodology, work plan, project organization and capability for transfer of knowledge/ training are key components of the Technical Proposal. The Consultant must present his/her Technical Proposal divided into the following four components:

- a) Technical Approach and Methodology
- b) Work Plan,

a) **Technical Approach and Methodology:** In this section, the consultants should explain their understanding of the objectives of the assignment/ job, approach to the assignment/ job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The consultants should highlight the problems being addressed and their importance, and explain the technical approach they would adopt to address them. The consultants should also provide an overview of tools and methodologies that they propose to adopt for network redesign, technology analysis & capacity building, and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan:** The consultant should propose and justify the main activities of the assignment/ job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and key performance indicators. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the deliverable outcomes should be included here. More specifically,

- Highlight how you would proceed to meet the project requirements,
- Highlight number of hours you estimate are required to complete the work,
- Propose number of resources for providing these services,
- Highlight tools and methodologies to be used for this effort, and
- How would you manage the complexity of the project

**Form Tech 2.1 FORMAT FOR
CURRICULUM VITAE (CV)**

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact info for references	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Abb, Secretary]	

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized
Representative of the Consultant
(the same who signs the Proposal)

Signature

Date

Section – 4

Financial Proposal - Forms

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To

Assistant Commissioner (TE),
Deptt. Of Land Resources,
Ministry of Rural Development,
Room No. 601, 6th Floor, Block No. 11,
Lodi Road, New Delhi-110003 (INDIA)

Dear Sir,

We, the undersigned, offer to provide the consultancy assignment/ job for **Monitoring, Evaluation & Learnings under IWMP** 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.

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.....

Table 1: Financial bid

Batch (Fin Year)	No. of Projects	Total Area (Mh)	Cost (INR)
I (2009-10)			
II (2010-11)			
III (2011-12)			
IV (2012-13)			
V (2013-14)			
Sub total			
Applicable taxes			
Grand Total			

Table 2: Component wise details of Financial bid

(This table is to be furnished batch wise for the region)

Sr No.	Components	Cost (INR)
1	Manpower	
2	Impact assessment of watershed using Remote Sensing and Geospatial Technologies including hardware and software	
3	Documentation	
4	Travel and field visits	
5	Miscellaneous	

	Sub Total	
6	Applicable Taxes (all inclusive)	
	Grand Total	

{Attach the details of the costs on the basis of which Table 2 is arrived at.}

(Signature)

Authorized Signatory:

Name:

Designation:

Name of firm:

Address:

Section – 5

Terms of Reference

TERMS OF REFERENCE

for
Monitoring, Evaluation and Learning (ME&L) under IWMP

1.0 Background:

The Integrated Watershed Management Programme (IWMP) is one of the flagship programmes of the Govt. of India and is being implemented by the Department of Land Resources (DoLR) in all states of the country having an outlay of around Rs. 29,000 Crores for the 12th Plan. In addition, a new programme assisted by the World Bank called Neeranchal is being initiated. The programme envisages to restore the ecological balance by harnessing, conserving and developing degraded natural resources such as soil, vegetative cover & water through watershed management initiatives.

2.0 Need for Monitoring & Evaluation (ME&L)

The project has adopted a functional result based monitoring system during the life of project itself. It is a near real time monitoring system including high learning option with on course corrective mechanism. The policy linkage option is kept open throughout the project, which provides critical input in the subsequent phases of project. Thus greater emphasis is being laid on the learning aspects through the M&E system.

3.0 Objectives of the Assignment

In the above context it is proposed to **assign the ME&L task** to external independent agencies. This is to ensure objectivity in the field of M&E. Third party monitoring would enhance the transparency and credibility of the programme. This would specifically help to inculcate a learning process during the project cycle enabling the adopting of corrective measures.

*It is proposed to deploy separate agencies for **South** (Andhra Pradesh, Telangana, Tamil Nadu, Karnataka & Kerala), **East** (West Bengal, Odisha, Bihar, Jharkhand & Chhattisgarh), regions separately. The states and areas to be treated in each region are annexed to this TOR.*

4.0 Scope of work of ME&L agencies at DoLR: -

- I. Design **ME&L** framework & carry out a impact assessment at national/regional level.
- II. Support DoLR for effective functioning of MIS system.
- III. Conduct a ‘process check feedback’ and pathway analysis.
- IV. Conduct a Meta-Evaluation of work carried out by ME&L agencies at the SLNA level.
- V. Support DoLR in Capacity Building with respect to ME&L at national/regional level.
- VI. Support DoLR in synthesizing **ME&L** findings at regional/national levels & develop policy linkages.
- VII. Conduct thematic studies and record best practices & case studies.
- VIII. Develop & operationalize dissemination and learning mechanism.
- IX. Develop a **ME&L** Manual for IWMP.

5.0 Description of activities to be carried out: -

I. Design ME&L framework & carry out impact assessment at the National level:-

The **ME&L** agencies will develop a broad framework of functional M&E at DoLR. The agencies shall develop this in consultation with DoLR & other key partners. Key performance indicators are to be identified & frequency of monitoring & methodology will be developed for data collection. Besides the project component are to be understood and related indicators to track the progress in each component to be developed. However there shall be a scope for flexibility to revisit these indicators & methodologies down the project time line. A broad framework would be arrived at with intensive desk review & consultation with DoLR.

The MEL&D agencies will carry out the impact assessments at the national level. This would include the following.

Inception Report: The inception report will consist of firming of the technical approach and methodology along with work plan and status report of putting resources in place.

Baseline Study: - Baseline study will be conducted by the agency on the basis of socio-economic & bio-physical data of the sub-watershed level including household level data. State level agencies will co-operate and support the national MEL agency in conducting the baseline survey. The related remote sensing imaginaries and analysis of the same watershed also to be included in the baseline study. This study would provide a benchmark to the indicators identified for monitoring.

The sample size to be considered would be 10% of projects implemented in the states in the batches under consideration. As far as practicable, the sample should be different from the samples considered by the state **ME&L** agencies and should be representative of all the batches of the projects sanctioned by SLNAs. Selected projects shall be comprehensively monitored. A synthesized report of all States with agro-climatic region wise analysis would be prepared by the national level agencies.

Mid Term Evaluation: - The mid-term evaluation would be carried out during middle of the project cycle, generally in the third year. The same methodology considered at the benchmarking/baseline study would be followed for mid-term evaluation. However in this study the field data i.e. watershed level data has to be collected by the national level agencies (both socio-economic & bio-physical). The samples of baseline would be revisited during the mid-term.

End of Project Evaluation: - Those samples studied during baseline and mid-term would be revisited during the end of project evaluation. This would be conducted after completion of the project implementation preferably to be completed within three months of project completion/withdrawal.

The samples to be visited are same units considered for baseline & mid-term evaluation. The report would provide a comparative analysis of all the parameter/indicators considered over time. A uniform sampling methodology detailing the sample size, methodology of data collection, area and analytical frame work to be adopted at the national level. RS/GIS analysis details also will follow a uniform pattern. The sample considered to be such that all agro-climatic zones in the state are to be covered.

Key deliverables: -

- Inception report.
- Baseline report.
- Mid-Term Evaluation report.
- End of Project Evaluation report.

II. Support to design, develop and deploy an MIS at the DoLR (national level).

Already NIC has developed a MIS-a reporting system. The agencies need to develop a reporting/MIS system for **ME&L**. The **ME&L** agency will design, develop and deploy MIS, as per requirements of the DoLR. The specifications of the MIS to be deployed would be provided by the DoLR. The MIS would connect all the SLNAs with DoLR & a uniform reporting system would be adopted under IWMP for the entire country.

The **ME&L** agency would also assist in effective functioning of MIS of DoLR. The SLNA level & would also provide the hand holding to operationalize the same. Capacity Building for this at DoLR & SLNA would be conducted by the agency.

The MEL agency would also prepare analytical report ‘progress analysis’ based on the MIS data, once in 6 months.

Key deliverables: -

- MIS software for ME&L Module made functional at DoLR & SLNA.
- Progress Reports as per schedule.
- Capacity Building of identified staff at DoLR & SLNA level.

III. Conduct a ‘Process-Check Feedback’ on the process monitoring carried out at the state level & carry out ‘Pathway Analysis’

This would have two components: -

a) Tracing the process followed by the SLNA for implementing the mandated task & targets towards DoLR within a given time, with respect to IWMP. This would include the activities to be carried out by the SLNA, on a given time frame and its progress status. E.g.:- Contracting agencies (like NGO or any other) for any of activities to be carried out under IWMP; Contracting the **ME&L** agencies, Submission of DPR to DoLR; Submission of expenditure status, of any other details specified by DoLR; Adoption of MIS etc. It will be a quarterly report detailing the target set for specific activities & its status. It will provide a brief analysis of the situation, providing the reasons for a given situation & possible alternatives if there is a need for improvement.

b) The second component would be to have a cross verification of process monitoring reports submitted by the state level **ME&L** agencies, at quarterly interval on sample basis. This would be including analysis of 15% of process monitoring reports of sampled watershed with field level cross checking.

Based on the ‘process check’ & MIS data progress analysis, a **pathway analysis** would be carried out by the **ME&L** agency. The analysis would highlight the critical issues that need managerial intervention at the operational or policy level within the specified time. This has to be carried out once in 3 months.

Key deliverables: -

- Process check, feedback report.
- Pathway analysis.

IV. Meta-evaluation of work carried out by State level ME&L agencies.

The National level agencies would cross verify 15% of the reports/activities carried out by the State level **ME&L** agencies at regular intervals. This is applicable to process monitoring & impact assessments, thematic studies or any other studies.

Besides, the National level agencies would provide assessment and feedback on the functioning of the **ME&L** agencies including the personnel, logistic and adherence to reporting schedule & transparency aspects as against the agreed ToR. This would be carried out once in a year.

Key deliverables: -

- Meta-evaluation report.
- Feedback assessment on the functioning of **ME&L** agencies.

V. Support DoLR in Capacity Building on MEL at National & SLNA level.

The agency would **develop modules** for Capacity Building with respect to **ME&L** for IWMP. The agency would also **assist the DoLR** to conduct workshops and trainings at National & SLNA level for strengthening the ME&L. The agency also would **support with resource personnel** for such workshops and trainings. The agency would also **provide core-inputs** for the half yearly workshops to be organized by DoLR to disseminate the learnings. The agency would **provide a cross-learning platform** through these annual workshops.

Major findings, learning and best practices across the states would be synthesized at the national level by the agency & report would be prepared. Besides the agency would also develop a ME&L Capacity Building action plan for the IWMP at DoLR & SLNA level.

Key deliverables: -

- Capacity Building modules for **ME&L**.
- Action Plan for Capacity Building & DoLR & SLNA level.
- Inputs and support for annual workshops.

IV. Support DoLR in synthesizing MEL findings of the SLNA and to help developing policy linkages at the National level.

The agency will collate and synthesize the major findings of state level **ME&L** agencies. Further it would also suggest policy linkage options arising out of such findings for the IWMP at the national and regional levels.

Key deliverable: -

- Synthesized report on major findings with policy linkage options.

V. Conduct thematic studies, record best practices & case studies.

The agency would **conduct specific thematic** studies providing a national perspective of the theme under consideration. It can draw resources from similar thematic studies carried out by state level **ME&L** agencies. The themes to be studied will be finalized in consultation with DoLR. Themes like covering Hydrological aspects, Social inclusiveness, Convergence, Role of PRIs, Women empowerment, Comparative analysis of SLNA or PIAs across the states etc.

The agency will also **record the best practices** observed. Besides the agencies also need to collate & synthesize the best practices reported by the SLNA level **ME&L** agencies. If need be, these are to be re-documented with proper editing and value addition.

Similarly the specific **case studies found at any level are to be documented** & submitted to DoLR by these agencies, in addition to synthesizing the case studies prepared by state level **ME&L** agencies.

Key deliverables-

- Specific thematic study reports (one thematic study year in consultation with the employer)
- Case studies of best practices and documentation (five case studies per state per annum)

VI. Develop & operationalize a feedback system with learning mechanism.

The MEL agency would deploy an effective feedback system linking DoLR, SLNA & other project partners at National level. This would be through ICT based network system and also with more formal reporting systems on regular specified intervals. The agency would deploy a coordinator at the DoLR level interfacing the agency, DoLR & SLNA. The agency

would provide information on issues as prioritized by the DoLR as per project requirement. A regular presentation (Once in 3 months) at the DoLR on its findings (based on the process checks as per the indicators specified) would be done by the agencies.

Key deliverables-

- Quarterly feedback report and presentation.

VII.

Develop a ME&L manual for

IWMP project.

The agency would develop an operational manual for **ME&L** activities at DoLR & SLNA level. This would be developed based on inputs from DoLR, SLNAs & State level **ME&L** agencies. Inputs from other partners/stakeholders also need to be considered in preparing the manual. The manual would detail the role & responsibilities of ME&L agencies under IWMP. It would also include various indicators to be monitored & the process that to be monitored at different levels. Types of monitoring and evaluations with tools & approaches & methodologies would be a part of this document. Sampling strategies for impact assessment & thematic studies also to be included in this. Application of state of art technology like RS/GIS and their appropriate usage need to be illustrated. The document should be a ready reference on all aspects of M&E under IWMP/Neeranchal.

Key deliverable-

- **ME&L** manual (detailing entire **ME&L** framework with operationalization plan)

6.0 KEY DELIVERABLES, PROPOSED MILESTONES, AND REPORTING

Sl. No.	Key Deliverables	Frequency or Timing	Description
1.	<p>ME&L framework and Impact Assessment</p> <ul style="list-style-type: none"> • Inception Report with framework • Baseline Report • Mid-Term Evaluation Report 	<p>1st Month</p> <p>4th Month</p> <p>3rd Year or as decided by SLNA</p>	<p>Develop a framework with clear understanding of project through meetings and desk review with the DoLR and SLNAs. Inception report will consist of firming of the technical approach and methodology along with work plan and report of putting resources in place. It will also include design of M&E concept, personnel, indicators to be monitored, frequency of monitoring, method of data collection etc. It will serve as an overall guidance manual for ME&L.</p> <p>The samples considered in the Baseline will be revisited during the mid-term and end of</p>

Sl. No.	Key Deliverables	Frequency or Timing	Description
	<ul style="list-style-type: none"> • End of the Project Evaluation Report Concurrent progress reports 	<p>End of the Project</p> <p>Monthly</p>	<p>project. Comparative analysis over time will provide changes recorded due the project.</p> <p>Progress of concurrent ME&L exercise including any information that is significant for DoLR or requires the notice of DoLR</p>
2.	<p>MIS Reports</p> <ul style="list-style-type: none"> • MIS software made functional at DoLR & SLNA • Progress Monitoring Repots • Capacity Building materials for MIS 	<p>4th Month (once)</p> <p>Every 6th Month</p> <p>6th Month (once)</p>	<p>The Progress Monitoring Report would be submitted once in every six month. The inputs from MIS are analyzed and submitted; the major issues are highlighted and area needing project intervention is identified.</p> <p>Capacity Building modules developed as per Monitoring & Evaluation needs of IWMP.</p>

3.	Process Check Feedback Pathway analysis	Once in 3 months Once in 6 th month	Feedback on functioning of SLNAs as against the set targets for the period with the analysis on the processes carried out. It will also include a cross verification of the process reports findings submitted by the State level M&E agencies. The limitation are identified if any and suggestion are made. The pathway analysis will be carried out considering both the process monitoring feedback and MIS inputs for the last six months. Major issues are highlighted.
4.	Meta Evaluation Report	6 monthly	15% of the activities carried out and reports generated by the State level MEL agencies would be subject to cross verification and the report will be submitted to DoLR.
5.	Capacity Building <ul style="list-style-type: none"> • Design and deliver Training Modules for M&E • CB Action Plan for DoLR & SLNA • Inputs for annual workshops 	6 th Month (once) Annually Annually	Training modules for ME&L key personnel as per the requirement of DoLR & SLNA would be developed and submitted and the agency will carry out the CB for the DoLR & SLNA. However, the module may be refined at any time during the assignment whenever felt appropriate by the employer. Annual action plan will be drawn and activities carried out for the year by the agency in consultation with the DoLR. The plan will be prepared in advance at the end of the first year of the assignment DoLR will organize the workshops for learning across the States. The M&E agency provides the major inputs for these workshops.
6.	Synthesized MEL Reports with policy linkages	Annually	This would comprise synthesized findings of various reports submitted to SLNA by the State level MEL agencies. The agency at the DoLR level would provide a synthesized findings and the possible policy options at the National level are also detailed in this report.
7.	Thematic Reports Best Practices and Case studies	One thematic study report covering an identified theme per State per year Ongoing (at least 5 case study	Themes to be studied would be identified in consultation with the DoLR and SLNAs. The themes should be relevant to the project and help in developing policy linkages. As and when they occur the best practices and case studies documented by the agencies. It also should synthesize the reports submitted at the SLNA level by the State level ME&L agencies.

		per state per annum prioritized on the basis of learnings, replicability or process feedback)	
8.	Feedback Mechanism developed and established. Regular reporting system streamlined.	Quarterly	A regular feedback exercise with the DoLR to be carried out every quarter. The modalities of presentation and reporting system are to be carried out as per the requirements of DoLR.
9.	Manual of ME&L	6 th Month	Manual detailing the end to end activities, process, methods of ME&L will be prepared by the agency. The manual will be ready reference covering all aspects of M&E under IMWP/Neeranchal.

6.0 Facilities to be provided by Client:

The client will facilitate access to key information available with the DoLR and SLNAs agencies. They will also facilitate client access to relevant staff in various agencies. DoLR would organize stakeholder workshops for carrying out of this assignment. DoLR will also coordinate with the SLNA and State level ME&L agencies to access the needed information for the agency. It will also provide feedback on the outputs.

7.0 Selection Criteria of Consultant Agency

The successful bidder/agency will be chosen based on the following criteria.

S.N.	Criteria	Sub-criteria	% Weight of sub Criteria	% Weight of tech Criteria
1	Experience of the firm	No. of years of experience in monitoring, evaluation & learnings	50	20
		No. of years of experience in watershed development/natural resource management either in implementation or MEL	50	
2.	Methodology, work plan and understanding of TOR	Understanding of the TOR	40	35
		Acceptability and detailing of methodology of work plan/organization structure	40	
		Innovation	10	

		Presentation	10	
3	Suitability of Key personnel for the assignment	Education qualification	40	45
		Professional experience in required area of assignment	60	
	Total			100

B- The financial bid of the firms who have scored a minimum of 75% during the technical evaluation by CEC based on the above criteria will only be opened.

- The CEC will correct any computational errors. When correcting Computational errors, in case of discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections will be allowed to the Financial Proposal.
- 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.

8.0 Key Areas of Expertise

The successful bidder/agency will be able to demonstrate extensive experience in designing and implementing **ME&L** systems related to watershed related programmes and natural resource management programs in the country and also in developing countries. Specific, relevant and demonstrated experience will include: design and operation of **ME&L** systems for watershed management or similar kinds of community based natural resource management operations; design and operation of integrated, computer based MIS for a successful **ME&L** system. Delivering effective M&E services covering concurrent input-output and process monitoring, and periodic impact assessment; integration of new technology into M&E systems, for example GIS, remote sensing, GPS, satellite communications and video conferencing, etc.

The successful bidder/agency will have demonstrated high standards of collaboration with government, non-government, and private sector organizations. Experience working with multi-national and/or bi-lateral donors is a strong asset.

9.0 Personnel Requirements

It is expected that the successful bidder will field adequate numbers of qualified key personnel to support effective delivery of contracted activities. Senior staff at the national level should have at least 15 years of relevant experience, managing integrated **ME&L** programs. Field-based staff will require relevant experience working with communities, primarily in the region, and be able to converse fluently in both English as well as the local language. It is anticipated that the successful bidder would put forward a proposal outlining how the following generic skill sets (and others the bidder feels are required) will be fielded and effectively applied to support project timely implementation and management of project activities, including building linkages and partnerships. Specific personnel linked to defined positions and their relevant experience should be listed in an annex in the proposal. Suggested personnel include the following:

9.1 Key Personnel:

S.N	Area of expertise	Qualification	Role & task
1.	<i>Team leader</i>	Master's degree in relevant discipline with a proven track record in leading M&E activities should have at least 15 years' experience in monitoring and evaluation system in community driven development based on natural resource management particularly including watershed management.	Over all in charge of monitoring activities. Provide leadership and guidance, coordinate the entire ME activities. Interface with DoLR and SLNAs. Responsible for regular submission of reports as per schedule. Attend Regular process monitoring reviews at the DoLR and make presentation.

2.	<i>Systems expert(s)</i>	Post graduate in IT, and 10 years' experience in developing MIS and web based information system. Working experience in development projects in developing MIS and GIS. Experience in database designing & development, and management. Handling of GIS and web-based information systems;	Design and establish operational MIS system for M&E purpose. Develop data management system for M&E purpose. Assist DoLR and SLNA in get in the MIS inputs. Prepare MIS input output monitoring reports. Hand holding in training to operationalize the MIS (existing IWMP MIS) at the DoLR and SLNA level.
3.	<i>Institutional Development Specialist/Sociologist</i>	PhD in Sociology/ Rural Development/Rural Management with 10 years relevant experience in the relevant field. The specialist should be well conversant with the methodology of institutional development and have a strong and proven orientation towards participatory research, especially process monitoring and impact monitoring and beneficiary cost-benefit assessment	Assess the functioning of CBOs, NGOs, other stakeholder Institutions working for the project. Develop tools and indicator for monitoring specific institutions against their ToRs. Coordinate specific thematic studies with respect to institutional functioning at various levels. Make presentations at the DoLR, SLNA and other levels. Guide the field staff in collecting data at the field level. Develop relevant data collection formats for the projects with respect to process monitoring, impact studies, relevant thematic studies and case studies of best practices.
4.	<i>Agricultural & Soil Conservation Expert</i>	MSc in Agriculture Sciences/ Agricultural Engineering. Experience in watershed planning & Monitoring quality assessment of soil conservation activities will be added advantage.	Develop monitoring indicator for soil conservation activities and other sector as well. Guide the develop monitoring tools and identify frequency of monitoring with respect to soil and water conservation activities along with quality assessments. Prepare regular reports for the sector and interface with the DoLR and SLNA with respect to sector.

5.	<i>Hydrologist</i>	MSc in geo -hydrology/water resource engineering. Experience of working in watershed projects and involved in watershed planning & monitoring. Knowledge of RS&GIS usage for watershed planning and management is desirable.	Develop hydrological inputs to identify hydrological indicators for monitoring. Prepare monitoring plan and assess rain gauges & run off measurement. Provide the technical specifications, thereof. Provide hydrological parameters/indicators for baseline, midterm & end project impact assessments).
6.	<i>Statistician</i>	MSc. In statistics, Phd desirable. Proficiency in usage of SPSS package, expertise in sampling techniques. Post-graduation in statistic with experience in sampling methods and other analytical methods. At least five year experience in the field of designing the study and methodology developments.	Design common methodology for baseline & impact assessments. Analyze MIS data from time to time & prepare reports. Assist in designing methodology for thematic studies. Aggregate & Synthesis reports. Develop assessment tools (statistical) for feedback assessment on trainings and other economic impact studies. Provide any other analytical support based on all types of data.)
7.	<i>Capacity Building Expert</i>	MBA in Rural Development or Post graduate in MSW/Sociology/agricultural with about 10 years' experience in field of capacity building and training activities. Diploma in IGA from recognized institute.	Develop training modules and capacity building framework for the project particularly at the CBO level. Develop indicators for monitoring for all Capacity Building & Training activities. Capacity building convergence with other projects. Develop content & annual action plan for Capacity Building. Assist in organizing capacity building and training workshops. Coordinate entire capacity building activities of all sectors).
8.	<i>Livelihood Expert</i>	MBA in Rural Development or Post graduate in MSW/Sociology/agricultural with about 10 years' experience in field of livelihood activities. Diploma in IGA from recognized institute.	Develop monitoring indicators for IGA sector. Develop financial and marketing linkage indicator for monitoring in the IGA sector. Monitoring of convergence with other projects. Develop content & action plan for IGA sector implementation Assist in organizing capacity building and training workshops for IGA). Interface with

			Animal Health camps and livestock sector in general.
9.	<i>GIS/RS Expert</i>	MSc. in Natural Science with GIS/RS expertise. Phd. in the core area is desirable. 10 years' experience in Remote sensing & GIS application for watershed planning & monitoring.	Analyze different layers of Satellite imageries for monitoring of sub-watersheds. Compare pre&post land use land cover based on imageries. Provide a synoptic pre& post analysis on selected watersheds. Work on GIS platform providing special analysis of monitoring indicators.
10.	<i>Documentation Specialist</i>	MSc/MA in Mass Communication/Journalism. 5 years' experience in the relevant field (usage of editing software is derivable).	Design a documentation system at DoLR for IWMP. Develop basic/general documentation design & procedure for case studies & best practices. Usage of documentation equipment like camera (higher/technical) & editing of documents received. Help in developing charts, brochures, wall painting materials (conceptual) for IWMP. Preparation of reports, case studies etc.)
9.2 Support personnel			
1.	<i>Coordinators/S Supervisors</i>	Masters in Social Science having at least 7 years experiences in relevant field. Person should have experience of PRA, knowledge on participatory monitoring and familiar with data collection techniques/tools.	Coordinate in the supervise field level activities carried out by Project Assistance with respect to process monitoring, impact assessment, thematic study and according of best practices. Supervise and coordinate data collection at the community level for monitoring purpose. Ensure timely and regular information collection by the filed staff.
2.	Field Officers	At least Bachelor's degree in relevant disciplines with 5 years of experience on field research, participatory monitoring, and data collection.	Actual data collection with respect to all monitoring indicators from the community at the household level. Interface with the all sectorial interventions and institutional working at the field level. Collect information with respect to all sectors of monitoring and evaluation. Responsible for any data to be collected from time to time as per the monitoring needs.

3.	<i>Experts in watershed management, forestry, soil science, hydrology and biodiversity can be deployed on part-time basis to assist the project as per requirement.(Task- provide guidance to any specific thematic studies to be carried out by the project time to time</i>	
4.	<i>Additional Office staff (Data entry operator, Administrative support staff etc.) & Logistic support system per requirement</i>	

10.0 Key hardware requirements

The successful bidder should have a properly furnished office establishment at Delhi /NCR. It should be facilitated with a logistic & infrastructure supports like computers, printers, telephone connectivity etc. The contractor will need to ensure compatibility of their own GIS & ICT with systems being established (or already in place) and the systems at DoLR so that data and reports can flow seamlessly from the contractor to the client. The contractor should also have an office at the State(s)/Region level. The office address has to be communicated to DoLR. Further Consultant should procure on their own all the necessary Satellite Imageries of minimum LISS-IV-5.8 m resolution (or any other equivalent or better resolution) for providing the Consultancy services.

11.0 Reporting and supervision arrangements

In all aspects of this assignment, the M&E contractor team leader will report to the Project Director / Joint Secretary (WM), DoLR. The M&E teams will work in close and regular coordination with the DoLR. The contractor team, in coordination with the DoLR teams will ensure stringent monitoring to identify and correct any shortcomings in the implementation of the M&E contract.

Details of no. of projects, area (m.ha), sanctioned and central funds (Rs. in crore) released from 2009-10 to 2014-15 (31.03.2015)

S. No.	State	2009-10			2010-11			2011-12			2012-13			2013-14			2014-15			Total		
		No. of projects	Area	Funds released	No. of projects	Area	Funds released	No. of projects	Area	Funds released	No. of projects	Area	Funds released	No. of projects	Area	Funds released	No. of projects	Area	Funds released	No. of projects	Area	Funds released
Southern Region																						
1	Andhra Pradesh	62	0.28	13.02	97	0.42	64.28	102	0.44	93	56	0.23	76.48	56	0.220	107.67	59	0.22	163.28	432	1.810	517.73
2	Karnataka	119	0.492	81	127	0.547	70.96	116	0.548	127.41	68	0.333	334.55	63	0.323	586.11	78	0.326	125.43	571	2.569	1325.46
3	Kerala				26	0.142	11.01	15	0.082	10.81	20	0.097	4.81	10	0.051	0	12	0.051	15.16	83	0.423	41.79
4	Tamil Nadu	50	0.26	16.17	62	0.311	60.16	56	0.271	17.57	32	0.171	227.77	39	0.196	168.55	31	0.159	124.02	270	1.368	614.24
5	Telangana	48	0.198	17.66	74	0.321	55.52	71	0.307	67.94	46	0.191	48.66	41	0.181	75.58	50	0.201	124.58	330	1.399	389.94
	Sub Total	279	1.23	127.85	386	1.741	261.93	360	1.648	316.73	222	1.022	692.27	209	0.97152	937.91	230	0.957	552.47	1686	7.56952	2889.16
Eastern Region																						
1	Bihar							40	0.192	3	24	0.12	12.18	26	0.136	15.42	33	0.164	21.47	123	0.612	52.07
2	Chhattisgarh	41	0.209	13.69	71	0.284	50.38	69	0.299	62.37	27	0.124	0	29	0.155	26	26	0.124	10.00	263	1.195	162.44
3	Jharkhand	20	0.118	7.64	22	0.097	24.1	45	0.242	15.7	30	0.163	48.17	27	0.147	29.4	27	0.144		171	0.911	125.01
4	Odisha	65	0.336	21.77	62	0.35	73.47	68	0.38	77.53	39	0.212	89.7	38	0.212	136.91	38	0.21	248.79	310	1.700	648.17
5	West Bengal							77	0.323	16.06	42	0.183	40.31	44	0.187	0		0	25.85	163	0.693	82.22
	Sub Total	126	0.663	43.1	155	0.731	147.95	299	1.436	174.66	162	0.802	190.36	164	0.83627	207.73	124	0.642	306.11	1030	5.11027	1069.91
	Grand Total	405	1.893	170.95	541	2.472	409.88	659	3.084	491.39	384	1.824	882.63	373	1.808	1145.64	354	1.60	858.58	2716	12.680	3959.07

Section 6

Forms of Contract

CONTRACT FOR CONSULTANTS' SERVICES

Between

[Name of the Employer]

And

[Name of the Consultant]

Dated:

1. Contract

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between the President of India acting through Director (Watershed Development), Department of Land Resources, Government of India, National Buildings Organization, Nirman Bhavan, 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” through his Proposal that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Request for Proposal (RFP) dated ----- 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:

The Request for Proposal issued by Employer, the Proposal submitted by Consultant in response to RFP (including Instructions to Consultants Part-I & Part-II) and negotiations thereafter, based on which the contract is finalized, shall be deemed to form an integral part of Contract

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) Appendices
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price
 - Appendix D; Form of Advance Payment Guarantee
 - Appendix E: Undertakings 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.

Signed by-----
For and on behalf of the President of India

Director (Watershed Management),
Department of Land Resources,
Ministry of Rural Development,
Government of India,
National Productivity Council Building,
Lodi Road,
New Delhi.

In presence of (Witnesses)
(I)
(ii)

[Authorized Representative]

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)

(a) General Conditions of Contract

1. GENERAL PROVISIONS

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "Consultant" means any private or public entity that will provide the services to the "Employer" under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, i.e., the General Conditions (GC), the Special Conditions (SC), and the Appendix.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) "Foreign Currency" means any currency other than the currency of the "Employer's" country.
- (g) "GC" mean General Conditions of Contract.
- (h) "GOI" means the Government of India
- (i) "Local Currency" Means Indian Rupees.
- (j) "Member" means any of the entities that make up the joint venture/consortium; and "Members" means all these entities.
- (k) "Party" means the "Employer" or the "Consultant", as the case may be, and "Parties" means both of them.
- (l) "Personnel" means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof;
- (m) "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).
- (n) "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses etc.]
- (o) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (p) "Services" means the work to be performed by the Consultant pursuant to this Contract.

- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "Third Party" means any person or entity other than the "Employer", or the "Consultant".
- (r) "In writing" means communicated in written form with proof of receipt.

1.2 **Relationship between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the "Consultant". The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 **Law Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

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

1.5 **Notices**

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

1.5.2 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.

1.6 **Location:** The Services shall be performed at such locations as the "Employer" may approve.

1.7 **Authority of Lead Partner:** 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.

1.8 **Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Employer" or the Consultant may be taken or executed by the officials specified in the SC.

1.9 **Taxes and Duties:** The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10 Fraud and Corruption

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

- (i) "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "Collusive practices" means a scheme or an arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
- (iv) "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.

1.10.2 Measures to be taken by the Employer

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

1.10.3 Commissions and Fees

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 **Effectiveness of Contract:** This Contract shall come into force and effect on From the date (the “Effective Date”) of signing of this Contact or a later date as specified by the employer.

2.2 **Termination of Contract for Failure to become Effective:** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 **Commencement of Services:** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4 **Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 **Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 **Modifications or Variations:** (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services described in Terms of Reference in Appendix A, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition-

(a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial 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 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.
- (c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

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

2.7.3 Measures to be taken: (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any 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.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Employer", shall either:
 - (i) Demobilize; or
 - (ii) Continue with the services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension: The "Employer" may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of its obligations under this Contract, including carrying out of the services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

2.9.1 **By the “Employer”:** The “Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (j) of this Clause GC 2.9.1.

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant, in the judgment of the “Employer” has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- (f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (g) If the Consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.
- (h) If, as the result of Force Majeure, the consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days.
- (i) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. If the ‘Employer” learns that the information provided by the Consultant in the Request for Proposal based on which he got contract finalized and agreed is false and the Consultant is engaged as Project Implementation Agency/ Monitoring Evaluation & Learning agency in the State /District falling in the region for which it has applied to be appointed as the Consultant for monitoring and evaluation under IWMP.

2.9.2 In such an occurrence the “Employer” shall give a not less than thirty (30) days” written notice of termination to the Consultants, and sixty (60) days” in case of the event referred to in (i).

2.9.3 **By the “Consultant”:** The Consultant may terminate this Contract, by not less than thirty (30) days” written notice to the “Employer”, in case of the occurrence of following event:

- (a) If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within ninety (90) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the “Employer” of the Consultant’s notice specifying such breach.

2.9.4 **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.5 **Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the “Employer”, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.6 **Payment upon Termination:** Upon termination of this Contract pursuant to clauses GC 2.9.1 or GC 2.9.2 hereof, the “Employer” shall make the following payments to the Consultant:

- (a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3 (h) (i) hereof for services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h) (ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- (b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 **Standard of Performance:** The Consultant shall perform the services and carry out their obligations hereunder as per the Terms of Reference given in Appendix A of this Contract with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer’s” legitimate interests in any dealings with Sub-Consultants or Third Parties.

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

3.2.1 Consultant not to benefit from Commissions, Discounts, etc:

(a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that only Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

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

3.2.2 Consultant and Affiliates Not to Engage in Certain Activities: The

Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's services for this project.

- 3.2.3 **Prohibition of Conflicting Activities:** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- 3.3 **Confidentiality:** Except with the prior written consent of the "Employer", the Consultant and the personnel shall not at any time communicate to any person or entity any information acquired in the course of the services, nor shall the Consultant and its personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 **Insurance to be taken out by the Consultant:** The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants", as the case may be) own cost but **on terms and conditions approved by the "Employer"**, insurance against the risks, and for the coverage specified in the SC, and (ii), at the Employer's request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 3.5 **Accounting, Inspection and Auditing:** The Consultant (i) shall keep accurate and systematic accounts and records in respect of the services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Employer" or the Employer, if so required by the "Employer" of the Employer as the case may be.
- 3.6 **Consultant's Actions Requiring Employer's Prior Approval:** The **Consultant** shall obtain the Employer's prior approval in writing before taking any of the following actions:
- (a) Any change or addition to the personnel.
 - (b) Subcontracts: The Consultant may subcontract work relating to the services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Consultant shall always retain full responsibility for the services. In the event that any Sub-

Consultants are found by the “Employer” to be incompetent or incapable or undesirable in discharging assigned duties, the “Employer” may request the Consultant to provide a replacement with qualifications and experience acceptable to the “Employer”, or to resume the performance of the services itself.

- 3.7 **Reporting Obligations:** The Consultant shall submit to the “Employer” the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 3.8 **Documents prepared by the Consultant to be the Property of the “Employer”:** All plans, specifications, designs, reports, and other documents prepared by the Consultant for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Employer’s prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.
- 3.9 **Equipment and Materials Furnished by the “Employer”:** Equipment or materials made available to the Consultant by the “Employer”, or purchased by the Consultant wholly or partly with funds provided by the “Employer”, shall be the property of the “Employer” and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the “Employer” an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Employer’s instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.
- 3.10 **Equipment and Materials provided by the Consultants:** Equipment or materials brought into Government’s country by the Consultant and the personnel and used either for the Project or personal use shall remain the property of the Consultant or the personnel concerned, as applicable.

4. CONSULTANTS’ PERSONNEL

4.1 General: The Consultant shall employ and provide such qualified and experienced personnel as are required to carry out the Services.

4.2 Description of Personnel:

- (a) The title, agreed job description, minimum qualification and estimated period of engagement in carrying out of the services of each of the Consultant’s Key Personnel are as per the consultant’s proposal to which the Employer has agreed and described in Appendix B. If any of the Key Personnel has already

been approved by the “Employer”, his/her name is listed as well.

- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth may be made by the Consultant by written notice to the “Employer”, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1 (b) of this Contract. Any other such adjustments shall only be made with the Employer’s written approval.
 - (c) If additional work is required beyond the scope of the services specified the estimated periods of engagement of Key Personnel set forth may be increased by agreement in writing between the “Employer” and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.
- 4.3 **Approval of Personnel:** The Key Personnel and Sub-Consultants listed by Title as well as by name are hereby approved by the “Employer”. In respect of other personnel which the Consultant proposes to use in carrying out of the services, the Consultant shall submit to the “Employer” for review and approval a copy of their Curricula Vitae (CVs). If the “Employer” does not object in writing (stating the reasons for the objection) within sixty (60) days from the date of receipt of such CVs, such personnel shall be deemed to have been approved by the “Employer”.
- 4.4 **Removal and/ or Replacement of Personnel:** (a) Except as the “Employer” may otherwise agree, no changes shall be made in the personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the “Employer” (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultant shall, at the Employer’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “Employer”.
 - (c) Any of the personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the “Employer”. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to the paid for any of the Personnel provided as a replacement shall not exceed the

remuneration which would have been payable to the Personnel replaced.

5. OBLIGATIONS OF THE “EMPLOYER”

- 5.1 **Assistance and Exemptions:** Unless otherwise specified in the SC, the “Employer” shall use its best efforts to ensure that the Government shall:
- (a) Provide the Consultant, Sub-Consultants and personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the services.
 - (b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- 5.2 **Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services, i.e., service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).
- 5.3 **Services, Facilities and Property of the “Employer”:** (a) The “Employer” shall make available to the Consultant and its personnel, for the purposes of the services and **Free of charge**, the services and facilities as described in the agreed Terms of Reference –Appendix A.
- (b) In case that such services and facilities shall not be made available to the Consultant the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the services.
- 5.4 **Payment:** In consideration of the Services performed by the Consultant under this Contract, the “Employer” shall make to the Consultant such payments for the deliverables pursuant specified in the Appendix A and in such manner as is provided by Clause GC 6 of this Contract.
- 5.5 **Counterpart Personnel:** (a) If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice.
- (b) Professional and support counterpart personnel, excluding Employer’s liaison personnel, shall work in coordination with the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

- 6.1. **Total Cost of the Services** (a) the total cost of the Services payable is set forth as per the Consultant's proposal to the Employer and as negotiated thereafter. The Contract price is fixed and is set forth in SCC. The contract price breakdown is provided in Appendix C.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1 (c), payments under this Contract shall not exceed the amount specified in the special conditions of contract.
- (c) Notwithstanding Clause GC 6.1b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1 (b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.
- 6.2 **Currency of Payment:** All payments shall be made in Indian Rupees.
- 6.3 **Advance Payment:** The selected consultant shall be eligible for an advance of 10% of the total contract value which will be adjusted from the scheduled payment at the end of first and second year as per the schedule of payment given in SCC 6.3. The selected consultant shall also be required to furnish a Bank Guarantee (format as prescribed under Appendix D) against the advance **equivalent to 10% 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 successful bidder has to renew the bank guarantee on same terms and conditions for the period up to contract including extension period, if any. The Bank Guarantee on account of advance would be returned only after the advance is fully adjusted against scheduled payments as in SCC 6.3.
- 6.4 **Terms of Payment:** The payments in respect of the Services shall be made as follows:
- (a) The Consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released accordingly.
- (b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified herein. The Employer shall release the requisite payment as soon as the deliverables are accepted. Description of deliverables as provided in section 5 may include processes / milestones, which may be carried out concurrently. After completion of each milestone / deliverable, the

Consultant shall submit a report (the format of which would be decided by the CMC) to the CMC containing tangible results vis-à-vis goals and objectives set by the Employer for a particular set of deliverables. The payment to the extent indicated above for each milestone / deliverable would be made by the Employer on the basis of acceptance of such reports by the CMC.

- (c) 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". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the services, the final report or final statement. The Consultant shall thereupon make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Employer" within thirty (30) days after receipt by the Consultant of notice thereof.
- (d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant with/without modifications to be communicated in writing by the Employer to the consultant.
- (e) If the deliverables submitted by the consultant are not acceptable to the Employer, the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Employer.
- (f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- (g) With the exception of the final payment under (c) above, payment do not constitute acceptance of the service nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary charges as per the comments / suggestions of the Employer communicated to the Consultant.
- (h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents

and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

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

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

8. SETTLEMENT OF DISPUTES

8.1 **Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal as prescribed by Ministry of Law, Government of India. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3 Arbitration proceedings shall be held in India in New Delhi in India, as indicated SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 Dispute, if any, shall be subjected to jurisdiction of court in New Delhi only.

9. Liquidated Damages and Penalties

9.1 Performance Security

- 9.1.1 The selected consultant shall be required to furnish a Performance Bank Guarantee (format as prescribed under as Appendix D) **equivalent to 5 % 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.
- 9.1.2 The Employer shall retain by way of the Performance Security, 5 % (five percent) of the Contract Value, to be appropriated against breach of this Contract or for recovery of liquidated damages as specified in Clause 9.2 herein. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of three months after the expiration of this Contract. 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.
- 9.1.3 The Consultant may, in lieu of retention of the amounts as referred to in Clause 9.1.1 above, furnish a Bank Guarantee for this purpose.

9.2 Liquidated Damages

9.2.1 Liquidated Damages for error/variation

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 5 % (five percent) of the Contract Value.

9.2.2 Liquidated Damages for delay

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 5% (five 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.

9.2.3 Encashment and Appropriation of Performance Security

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 specified in this Clause 9.2.

9.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 9.2, 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 Employer, other penal action including debarment for a specified period may also be initiated as per policy of the Employer.

10. Miscellaneous provisions:

- (i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Consultant shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) Each member/ constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works /services under the Contract.
- (v) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (vi) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.
- (vii) The Consultant shall at all times indemnify and keep indemnified the Employer/ Government of India against any and all claims by Employees, workman, suppliers, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnify shall survive the termination or expiry of the contract.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued

engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

(b) Special Conditions of Contract:

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, clauses in the General Conditions of Contract
1.	1.5	The addressees are: 1. <i>“Employer”</i> Director (Watershed Management), Deptt. Of Land Resources, Min. of Rural Development, Block 11, 6 th Floor, CGO Complex, Lodi Road New Delhi-110003 (INDIA) e-mail: amit.kumarkarn@nic.in
		Consultant: Tel. Fax: E-mail:
2.	1.8	The Authorized Representative are: For the “Employer”: Assistant Commissioner (TE) For the Consultant:_____
3.	2.1	Effectiveness of the Contract : From the date of signing of the contract or a later date as specified by the employer
4.	2.2	The time period shall be 15(Fifteen) days
5.	2.3	The time period shall be 15 (Fifteen) days
6.	2.4	Time period of the contract shall be 60 months. However the decision regarding continuation of the contract after 24 months will be based on the satisfactory performance of consultant evaluated by employer. Further, the employer may agree to grant suitable extension of time till the completion of assignment in all respect. Subsequent to the completion of contract the contract may be renewed depending on the necessity as per the agreed mutual terms and conditions.
7.	3.4	The risks and the insurance coverage shall be as follows:
		(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government’s country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with an adequate coverage
		(b) Third Party liability insurance, with an adequate coverage
		(c) Professional liability insurance to cover the employer against any loss suffered by the employer due to the professional service provided by the Consultant, with a adequate coverage
		(d) Workers” compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurances as may be appropriate; and
		(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s properly used in the performance of the Service, and (iii)

		any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity.	
8	6.1 (a)	Total Contract Price is Rs -----/- inclusive of all taxes	
9.	6.1(b)	The ceiling in local currency is : 10% of entire contract value	
10	6.4	Terms of Payment: The payments in respect of the Service shall be made as follows:	
		(a) The Consultants shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released accordingly.	
		(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified herein. The Employer shall release the requisite payment as soon as the deliverables are accepted.	
11	6.4	Sl. No.	Condition for payment
			% of Total contract value
		1.	Upon signing of contract and submission of Bank Guarantee (Advance)
			10%
		2.	Submission and Acceptance of Inception Report
			5%
		3.	Submission and Acceptance of Base Line Survey Report (with detailed analysis)
			5%
		4.	Submission and Acceptance of I st Annual Report
			2% +5% (5% adjusted against advance payment)
		5.	Submission and Acceptance of II nd Annual Report
			2% +5% (5% adjusted against advance payment)
		6.	Submission and Acceptance of III rd Annual Report
			2%
		7.	Submission of mid-term report
			5%
		8.	Submission and Acceptance of IV th Annual Report
			2%
		9	Submission and Acceptance of V th Annual Report
			2 %
		10.	Submission and Acceptance of Documentation of Best Practices and case studies @ 2% at the end of each year
			10%
		11.	Submission and Acceptance of Final Impact Evaluation Report (EoP) and acceptance of closure report
			15%
		12.	10 installment of 4% each, payable every six months, subject to appropriate progress of activities such as submission (and acceptance) of quarterly Process Monitoring Reports and Annual reports and any other requested by DoLR.
			40%
		Total	
		100%	
12	6.4 (h)	The milestone wise quantities and unit rates for all remuneration and reimbursable items are as specified in Appendix C Breakdown of contract	

		price
13	8.3	The Arbitration proceedings shall take place in New Delhi in India.

Binding signature of Employer signed by

(for and on behalf of
the President of India)

Binding signature of Consultant signed by

(for and on behalf of _____ duly
authorized vide Resolution No. _____)

Dated _____ of the Board of

Directors of _____) In

the presence of

(Witnesses)

1.

2.

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client’s input, including counterpart personnel assigned by the Client to work on the Consultant’s team; specific tasks or actions that require prior approval by the Client.]

Insert the text based on the Section 5 (Terms of Reference) of the Instructions to Consultants in the RFP and modified based on the Forms TECH-1 through TECH-4 of the Consultant’s Proposal. Highlight the changes to Section 5 of the RFP]

.....

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-`2 Format (iii) of the Consultant’s Technical Proposal and finalized at the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-1] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-1] at the negotiations or state that none has been made.]

**APPENDIX D-
FORMAT FOR BANK GUARANTEE AGAINST ADVANCE/ PERFORMANCE
BANK GUARANTEE**

To

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 "Monitoring & Evaluation in IWMP implemented to the Department of Land Resources". 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 (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 90 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, 201...

(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 E (i) - FORMAT FOR UNDERTAKING

TO WHOM IT MAY CONCERN

I,on behalf of the consultant, hereby undertake that our organization has not been working as PIA/MEL&D agency with the State/District falling in the region for which we have applied to be appointed as a consultant for monitoring and evaluation under IWMP.

Authorized Signatory
(for and on behalf of _____ duly authorized)

APPENDIX E (ii) - FORMAT FOR UNDERTAKING

TO WHOM IT MAY CONCERN

I,on behalf of the consultant, hereby undertake that our organization is having its own establishment containing sufficient logistic and infrastructure in each of the State falling in the region for which we have applied to be appointed as a consultant for monitoring and evaluation under IWMP.

Authorized Signatory
(for and on behalf of _____ duly authorized)