

Request for Proposal

(ONLY THROUGH E-TENDERING MODE)

for

Appointment of Consultant for Evaluation of

Sub-Mission on Plant Protection

GOVERNMENT OF INDIA

MINISTRY OF AGRICULTURE & FARMERS WELFARE

(DEPARTMENT OF AGRICULTURE, COOPERATION & FARMERS WELFARE)

DIRECTORATE OF PLANT PROTECTION QUARANTINE & STORAGE

TENTATIVE CALENDAR OF EVENTS

The following table enlists important milestones and timelines for completion of bidding activities:

1	Start date for issue of RFP	12.05.2017
2	Last date for submission of written questions by bidders	26.05.2017;17:00 hrs
3	Response to the Queries of Bidders	02.06.2017
4	Last date of receipt of proposals	24.06.2017;16:30 hrs
5	Date & Time of opening of proposals 1. Technical proposal 2. Financial proposal	26.06.2017;16:30 hrs 17.07.2017 ;15:00 hrs
6	Presentation by the shortlisted parties	10.07.2017; 11.00 AM

Government of India
Ministry of Agriculture & Farmers Welfare
(Department of Agriculture, Cooperation & Farmers Welfare)
DIRECTORATE OF PLANT PROTECTION QUARANTINE & STORAGE

TABLE OF CONTENTS

Sl. No.	Description	Page No.
1	Disclaimer	6
2	Section 1 Letter of Invitation	8
3	Section 2 Instructions to the consultant	10
4	Section 3 Technical Proposal Forms	20
5	Section 4 Financial Proposal Forms	31
6	Section 5 Terms of Reference	34
7	Section 6 Other Terms and Conditions	43

Government of India
Ministry of Agriculture & Farmers Welfare
(Department of Agriculture, Cooperation & Farmers Welfare)
DIRECTORATE OF PLANT PROTECTION QUARANTINE & STORAGE

DISCLAIMER

The information contained in the Request for Proposal (RFP) document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Government of India, Ministry of Agriculture & Farmers Welfare (MoA & FW) (Department of Agriculture, Cooperation & Farmers Welfare), Directorate of Plant Protection Quarantine & Storage is provided to Applicants on the terms and conditions set out in the RFP and such other terms and conditions subject to which such information is provided.

The RFP is not an agreement and is neither an offer nor invitation by the Directorate of Plant Protection Quarantine & Storage, Ministry of Agriculture & Farmers Welfare (herein after, DPPQ&S, MoA & FW) 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 the 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 in the law expressed herein.

DPPQ&S, MoA & FW 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. DPPQ&S, MoA & FW 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 the RFP does not imply that DPPQ&S, MoA & FW is bound to select any Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and DPPQ&S, MoA & FW 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 DPPQ&S, MoA & FW or any other costs

incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and DPPQ&S, MoA & FW 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.10-1/2017-P&C
Ministry of Agriculture & Farmers Welfare
(Department of Agriculture, Cooperation & Farmers Welfare)
Directorate of Plant Protection Quarantine & Storage
NH IV, Faridabad-121001

Dated: 12.05.2017

Subject: Engagement of Consultant for Evaluation of Sub-Mission on Plant Protection.

Sir / Madam,

The Directorate of Plant Protection Quarantine & Storage, Ministry of Agriculture & Farmers Welfare (DPPQ&S, MoA & FW), require services of an agency for Evaluation of Sub-Mission on Plant Protection (SMPP). More details on the services solicited are provided in the Terms of Reference in this Request for Proposal (RFP) document. It is requested to submit Proposal as per the attached RFP document.

The Ministry shall select a consultant as per the procedure described in the RFP. You may submit your proposal online at <http://eprocure.gov.in/>. The documents are also available on our website <http://www.ppqqs.gov.in> and the proposal (RFP) can also be downloaded from this site. It is mandatory for consultants to submit proposal online within stipulated time failing which the proposal are liable to be rejected. DPPQ&S also reserves the right to accept or reject any or all the offers without assigning any reasons thereof.

Yours faithfully,



Joint Director/(P&C)
Tele: 0129-2476339
Fax -0129-2412125
Email: ddpnc@nic.in

Encl: RFP

Note: Those Institutes/Agencies who are empanelled by the PEO, Niti Aayog but not have been shortlisted by the Ministry may also submit the proposal online as per the RFP document.

Section - 2

Instructions to Consultant

Instructions to Consultant

Part-1

1. Definitions

(a) Employer or DPPQ&S, MoA & FW means the Directorate of Plant Protection Quarantine & Storage, Ministry of Agriculture & Farmers Welfare who has invited bids for consultancy services 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 (TOR) of the contract.

(b) “Consultant” means any entity or person or associations of person who have been shortlisted to submit their proposals that may provide or provides the Services to the Employer under the Contract.

(c) “Contract” means the Contract signed by the Parties for this assignment

(d) “Project specific information” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.

(e) “Day” means calendar day.

(f) “Government” means the Government of India

(g) “Instructions to Consultants” means the document which provides short-listed Consultants with all information needed to prepare their proposals.

(h) LOI means the Letter of Invitation being sent by Employer to the short-listed consultants.

(i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof;

(j) “Proposal” means the Technical Proposal and the Financial Proposal.

(k) “RFP” means the Request for Proposal prepared by the Employer for the selection of Consultants, based on the SRFP.

(l) “Assignment / job” means the work to be performed by the Consultant pursuant to the Contract.

(m) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

2. Introduction

2.1 Directorate of Plant Protection Quarantine & Storage, Ministry of Agriculture & Farmers Welfare wishes to engage services of an agency for evaluation of Sub-Mission on Plant Protection.

2.2 The agency is broadly expected to:

1. Evaluate the scheme on certain parameters.
2. To suggest a way forward to the Directorate of Plant Protection Quarantine & Storage to improve and enhance the reach and performance of the scheme.

2.3 The date, time and address for submission of the proposal have been given in Part II data Sheet.

2.4 The Consultants are invited to submit their Proposal, for consultancy assignment/job named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

2.5 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. If any clarification is required on any clause/condition of the RFP, the same may be forwarded within the prescribed time period to the Employers' representative at ddpnc@nic.in.

2.6 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 <http://eprocure.gov.in/>

3.2 At any time before the submission of proposals, the Employer may amend the RFP by issuing an addendum on CPP Portal (<http://eprocure.gov.in/>). The addendum shall be binding on all Consultants. Consultants shall acknowledge receipt of all such amendments. To give the Consultant 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 consultant or any 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, if the consultancy or any its affiliates is found indulged in any such activities which may be termed as the conflicting activities by the employer.

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

4.3 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.

4.4 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

If a shortlisted Consultant could derive a competitive advantage from having provided consultancy assignment/job related to the assignment /job in question and which is not defined as conflict of interest as per para above, the Employer shall make available to all short-listed Consultants together with the RFP all information that would in the respect give such Consultant any competitive advantage over competing Consultants.

6 Proposal

Consultants shall submit only one proposal for this project. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.

7. Proposal Validity

Part II Data Sheet indicates how long Consultants' 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; Consultants could submit new staff 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 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 Hindi or English language, unless specified otherwise.

8.2 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.

8.3 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 as shown in the Part II Data Sheet. However, the Proposal shall be based on number of Professional staff months or budget estimated by the Consultants. While making the Proposal, the Consultant must ensure that she/he proposes 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. The Technical Proposal shall provide the information indicative in the following para from (a) to (f) using the attached Forms (Section 3). Form TECH-1 in Section - 3 is a sample letter of technical proposal which is to be submitted along with the technical proposal.

a) A brief description of the consultant's organization will be provided in Form TECH-2 (Section-3). In the same form, the Consultant will provide details of experience of assignments which are similar to the proposed assignment/job as per the TOR. For 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 firm/entity within a joint venture. Assignment/jobs completed by individual professional staff working privately or through other consulting consultancy 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 TECH 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. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will be shown in the form of a Gantt chart the timing for each activity.

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-5 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-6 of Section 3).

f) Estimates of work schedule should be given in Form TECH-7 of Section 3. Information relating to “conflict of interest” should be furnished in Form TECH-8 of Section 3.

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

Financial Proposals: The Financial Proposal shall be prepared using the prescribed Forms (Section 4). It shall list all costs associated with the assignment/job, including (a) remuneration for staff and (b) reimbursable expenses, indicated in the Part II Data Sheet. If appropriate, these costs should be broken down by activity. The financial proposal shall be rejected summarily, if found not in the prescribed forms.

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

Consultant shall express the price of their assignment/job in Indian Rupees (INR) only.

11. Earnest Money Deposit (EMD) and Performance Guarantee

11.1 Earnest Money Deposit

a) An earnest money of Rs.50,000 (Rupees fifty thousand only) in the shape of bank draft /demand draft/fixed deposit/bank guarantee of any of the Nationalized Banks in favour of 'Accounts Officer, Dte. of PPQ&S, Faridabad' should be scanned and submitted along with online bid documents and the original EMD is required to be submitted by hand or by post to Joint Director (P&C), Directorate of PPQ&S, CGO Complex, NH-IV, Faridabad (Haryana) PIN-121001. The bidders are advised to submit their original EMD well in advance so that the same should be reached before the Bid Submission Time to the Tender Inviting Authority otherwise their bid will not be considered for evaluation. The EMD amount is refundable which will be refunded after successful allocation of work to all the unsuccessful bidders. No interest will be paid to the firm on EMD amount.

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 applicable 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.

12. Performance Guarantee

The selected consultant shall be required to furnish a Performance bank Guarantee 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 or fixed deposits from a scheduled bank in India in favour of Accounts Officer, Dte. of PPQ&S, Faridabad' for the period of contract with 60 days claim period beyond the completion of all contractual obligations. The bank guarantee must be submitted after award of contract but before signing of the 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. No interest will be paid on performance security by the Employer.

13. Submission, Receipt and opening of Proposal

The original proposal, both Technical and Financial shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should be in the format of TECH-1 of Section 3, and FIN-1 of Section 4 respectively. The financial proposal should be submitted in attached BOQ Document.

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".

The technical as well as financial proposal should be submitted online on the CPP Portal. The bidders should have digital signature certificate from one of the authorized Certifying Authorities (CA).

The bidder should scan the bid document along with copy of EMD amount and submit them online mode only. The original papers regarding EMD amount should be submitted to the CAO by hand or by post as above mentioned address before the scheduled date of receipt of proposals.

14. Proposal Evaluation

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.

The Employer has constituted a Consultancy Evaluation Committee (CEC) for selection of the Consultant which will carry out the evaluation process.

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 in Clause 13 of part II of Section 2 – Instruction 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.

14.1. Criteria for Evaluation of Technical Proposal:

The criteria defined in Clause 13 of part II of Section 2 – Instruction to Consultants would be followed for evaluation of technical proposals. Only applicants obtaining a total score of 70 (on a maximum of 100) or more on the basis of criteria for evaluation given below would be declared technically qualified.

Financial proposals of only those consultants which are declared technically qualified shall be opened, on the date and time specified in the Datasheet.

14.2 Method of Selection:

In deciding the final selection of the consultant, the technical quality of the proposal will be given a weightage of 70% on the basis of criteria for evaluation. The price bids of only those consultants who qualify technically will be opened. The proposal with the lowest cost will be given a financial score of 100 and the other proposal given financial scores that are inversely proportional to their prices. The financial proposal shall be allocated a weightage of 30%. For working out the combined score, the employer will use the following formula:

Total points: $(0.7 \times T(s)) + (0.3 \times 100 \times LEC/EC)$, where T(s) stands for technical score, EC stands for Evaluation Cost of the Financial Proposal, LEC stands for Lowest Evaluated Cost of the Financial Proposal.

The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required.

Example: if in response to this RFP, three proposals, A, B & C were received and the Consultancy Evaluation Committee awarded them 75, 80 and 90 marks respectively, all the three proposals would be technically suitable. Further, if the quoted price of proposals A, B & C were Rs.120, 100 & 110 respectively, then the following points for financial proposals may be given:

A: $100/120 = 83$ points

B: $100/100 = 100$ points

A: $100/110 = 91$ points

In the combined evaluation, the process would be as follows:

Proposal A: $75 \times 0.7 + 83 \times 0.3 = 77.4$

Proposal B: $80 \times 0.7 + 100 \times 0.3 = 86$

Proposal C: $90 \times 0.7 + 91 \times 0.3 = 90.3$

Proposal C would be considered the H1 and would be recommended for negotiations, if considered necessary for approval.

The short-listed Consultants will be invited to present their proposals before the CEC.

The CEC will correct any computation 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 Proposals but not priced, shall be assumed to be included in the prices of other activities of items. In case an activity of line items is quantified in the Financial Proposal differently from technical proposal, no corrections will be allowed to the Financial Proposal.

After opening of financial proposals the consultant will be declared eligible for award of the contract. This selected consultant will then be invited for negotiations, if considered necessary.

15 Negotiations

Financial Negotiations: In exceptional circumstances where price negotiation is necessary due to some unavoidable circumstances, the same may be resorted to only with the lowest evaluated responsive bidder. In case of lowest price quoted by more than one firm are found similar, the contract will be awarded to the firm on the basis of their reputation.

16. Award of Contract

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.

The consultant will sign the contract after fulfilling all the formalities/pre-conditions (contract to be signed after the selection of consultant), within 15 days of issuance of the letter of intent.

The Consultant is expected to commence the assignment/ job on the date specified in the Part II Data Sheet.

17. Confidentiality

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

18. Payment Terms

The terms of payment would be linked to the deliverables of the project, and are specified in the other terms and conditions (Section 6)

Section 3

Technical Proposal Forms

LETTER OF PROPOSAL SUBMISSION

(Location, Date)

To,
The Plant Protection Adviser
Directorate of Plant Protection, Quarantine & Storage,
NH-IV, Faridabad, Haryana - 121001

Dear.....,

We the undersigned, offer to provide the Consultancy assignment/job for Evaluation of Sub-Mission on Plant Protection in accordance with your Request for Proposal dated (Insert Date). We have uploaded our proposal online and are hereby submitting hard copy of the requisite EMD. 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.

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

Yours sincerely,

Authorized signature (in full and details):

Name and Title of Signatory:

Name of Firm/entity:

Address:

CONSULTANT’S ORGANISATION AND EXPERINCE

A- Consultant’s Organization

(Provide here a brief description of the background and organization of your firm/institution/entity and each associate for this assignment/job. The brief description should include ownership details, date and place of incorporation of the consultancy (attach certificate), objectives of the consultancy etc. Also is 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 Consultancy (s)

- ❖ Name
- ❖ Address
- ❖ Telephone Number
- ❖ Fax Number
- ❖ Email Address

1.2 Size of the Consultancy(s)

Provide turn-over figures and employee strength for the last three financial years (If applicable).

1.3 Geographic Presence

Provide geographical spread of your firm/entity, especially presence in different regions in India

B- Consultant’s Experience

2.1 Specific experience of Programme Evaluation with Central Government, State Government and International organizations

(Using the format below provide information on each assignment for which your consultancy have provided support to program evaluation as required under this assignment. In case, the information required by DPPQ&S, MoA & FW is not provided by the consultant, DPPQ&S, MoA & FW shall proceed with evaluation based on information provided and shall not request the consultant for further information. Hence, the responsibility for providing information as required in this form lies solely with the consultant.)

Please cite only maximum 3 relevant projects. If more than 3 projects citations are provided, only the first three will be considered for the purpose of evaluation.

Assignment Name:	Approx. value of the contract (In Indian Rupees) : (Mention contract value in INR or provide range values: Upto Rs. 10 to 25 lakh, Rs 25 -50 lakh, Rs 50 lakh -2 Cr, Rs 2 Cr. To 5 Cr. > 5 Cr.
Country Location within the country	Duration of assignment (months):
Name of the Employer:	Total no. of staff-months of the assignment:
Address:	Approx. value of the services provided by your consultancy under the contract: (In INR):
Start Date (month/year) Completion date (month/year):	No. of professional staff-months provided by associates Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your consultancy involved and functions performed
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

2.2 Experience of working with Central Government and State Government on agricultural mechanization related projects.

(Using the format below provide information on each assignment for which your consultancy have provided consultancy support to agricultural mechanization projects as required under this assignment. In case, the information required by MoA & FW is not provided by the consultant, MoA & FW shall proceed with evaluation based on information provided and shall not request the consultant for further information. Hence, the responsibility for providing information as required in this form lies solely with the consultant.)

Please cite only maximum 3 relevant projects. If more than 3 projects citations are provided, only the first three will be considered for the purpose of evaluation.

Assignment Name:	Approx. value of the contract (In Indian Rupees) : (Mention contract value in INR or provide range values: Upto Rs. 10 to 25 lakh, Rs 25 -50 lakh, Rs 50 lakh -2 Cr, Rs 2 Cr. To 5 Cr. > 5 Cr.
Country Location within the country	Duration of assignment (months):
Name of the Employer:	Total no. of staff-months of the assignment:
Address:	Approx. value of the services provided by your consultancy under the contract: (In INR):
Start Date(month/year) Completion date (month/year):	No. of professional staff-months provided by associates Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your consultancy involved and functions performed
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

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 render necessary 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

DESCRIPTION OF APPROACH, METHODOLOGY, WORK PLAN, PROJECT ORGNANIZATION FOR PERFORMING THE ASSIGNMENT/JOB

Technical approach, methodology, work plan, project organization 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, and
- c) Project organization and availability of experts

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 (including proposed research design) 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 evaluation.

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 numbers 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

c) Project organization and availability of experts: The consultant should propose and justify the structure and composition of his/ her team. He/ she should list out the main disciplines of the assignment/ job, the key expert responsible, and proposed technical and support staff. More specifically, please provide an overview on senior leadership coverage and commitment, highlight expertise in agricultural mechanization related works

TEAM COMPOSITION AND TASK ASSIGNMENT/ JOBS

Professional Staff

S. No.	Name of Staff	Area of Expertise	Post/Task Assigned for this job

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:

[For each position of key professional, separate form Tech-6 will be prepared]

2. Name of Firm/entity:

(Insert name of consultancy proposing the staff):

3. Name of Staff:

(Insert full name):

4. Date of Birth:

5. Nationality:

6. Education:

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

10. Languages Known:

11. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since first employment, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:

To [Year]:

Employer:

Positions held:

12. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment/job]

13. Work Undertaken that best illustrates capability to handle the Tasks assigned:

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/ jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/ job or project:

Year:

Location:

Main project features:

Positions held:

Activities performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

Place:

[Signature of staff member or authorized representative of the staff]

[Full name of authorized representative]:

WORK SCHEDULE

S. No.	Activity (on weekly basis)											
	1	2	3	4	5	6	7	8	9	10	11	12

1
2
3
4
5
6
7

8

Note:

1. Indicate all main activities of the Assignment/job including delivery of reports (e.g., inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased assignment / jobs indicate activities, delivery of reports, and benchmarks separately for each phase.

2. Duration of activities should be indicated in the form of a Bar chart.

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND
DECLARATION THEREOF**

Are there any activities carried out by your consultancy which are of conflicting nature as mentioned in para 4 of Section 2. If yes, please furnish details of any such activities. If no, please certify as follows:

We hereby declare that our consultancy is not indulged in any such activities which can be termed as the conflicting activities under para 4 of the Section 2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature [in full and initials]:
Name of Title of Signatory:
Name of Consultancy agency:
Address:

Section-4

Financial Proposal Forms

Financial Proposal Submission Form

FORM FIN – 1

[Location, Date]

To,
Joint Director (P&C)
Directorate of Plant Protection, Quarantine & Storage,
NH-IV, Faridabad, Haryana - 121001

Dear,

We, the undersigned, offer to provide the consultancy assignment/ job for Evaluation of Sub-Mission on Plant Protection for DPPQ&S, MoA & FW in accordance with your Request for Proposal dated [Insert Date]. The financial proposal is attached in BOQ format. 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 Consultancy:
Address:

**INSTRUCTIONS TO CONSULTANTS
PART – II**

DATA SHEET (PROJECT SPECIFIC INFORMATION)

Clause No.	Ref. para of Section 2 of part.1	Particulars of data sheet
1	1 (a) & 2.1	Name of the Employer: Ministry of Agriculture & Farmers Welfare, Government of India
2	2.1	Name of the Assignment/job: Monitoring and Concurrent Evaluation of Sub-Mission on Plant Protection
3.	---	---
4	13	Last date & time for submission of proposal:
		Date
		24.06.2017
		Time
		4.30 pm
5	14	Opening of Technical Proposal
		Date
		26.06.2017
		Time
		3.00 pm
		Venue
		DPPQ&S, NHIV , Faridabad
6	14.1	Opening of Financial proposal
		Date
		17.07.2017
		Time
		3.00 pm
		Venue
		DPPQ&S, NHIV , Faridabad
7	14.2	Presentation by Short-listed parties-
		Date
		10.07.2017
		Time
		11.00 am
		Venue
		Committee Room, DPPQ&S, NHIV , Faridabad
8	7	Proposals must remain valid for 90 days after the last date of submission
9	8.4	The formats of the Technical & Financial Proposals to be submitted are
		Form Tech 1: Letter of Proposal submission
		Form Tech 2: Consultants organization and experience
		Form Tech 3: Comments & suggestions on TOR
		Form Tech 4: Approach, methodology and Work Plan
		Form Tech 5: Team Composition
		Form Tech 6: Curriculum Vitae
		Form Tech 7: Work Schedule
		Form Tech 8: Information regarding any conflicting activities and declaration thereof
		Form Fin 1: Financial Proposal Submission

		Form	
		Form Fin 2: Summary of Costs	
10	10	Consultant should state the cost in Indian Rupees	
11	13	Consultant must submit the original, 3(Three) hard copies and one soft copy (in a non-writable CD) of the Technical Proposal, and the original of the Financial Proposal	
12	8.3	The estimated number of professional staff-months required for the Assignment/job is: staff months to be estimated by the Bidder. The Consultant should also indicate the number and details of the Support Staff members associated with the Key Team members in their work plan	
		The Employer would provide consultants the necessary support in terms of information/documents/co-ordination with other division/office/state etc. whenever and wherever considered necessary for the progress of the study. The Employer will interact with the Consultant for exchange of Documents/information and discussion.	
13	14	Evaluation Criteria	
		Criteria, sub criteria and point system for evaluation to be followed under this procedure is as under:	
		Criteria & Sub Criteria	Points
		Previous Experience (Projects Handled)	50
		Specific experience of Programme Evaluation with Central Government/ State Government/ International organizations	15
		Experience of working with Central Government and State Government on farm mechanization projects.	35
		Methodology	30
		Understanding of the TOR, Adequacy of the proposed methodology and work plan in responding to the Terms of Reference	
		Technical approach and methodology	10
		Work Plan	10
		Organization and Staffing	10

		Resourcing	20
		Principal Researcher/ Team leader	5
		Activity Based	
		Agricultural Mechanization Expert	10
		Training /Capacity Building Expert	5
14	14	<p>Method of selection: In deciding the selection of the Consultant, the technical quality of the proposal will be given a weightage of 70%. The method of evaluation of technical qualification will follow the procedure given in para 14 of Part 1. The Consultants may be asked to give a presentation before the Evaluation Committee on the parameters given in para 14 of Part 1 above, along with clarifications, if any, considered necessary by the committee.</p> <p>The price bids of only those consultants who qualified technically will be opened. The proposal with the lowest cost will be given a financial score of 100 and the other proposal given financial score that are inversely proportional to their prices. The financial proposal shall be allocated a weightage of 30%.</p>	
15	16	Expected date of commencement of consulting assignment/job: July, 2016	
16	Location for performance assignment/job: New Delhi and as decided by the Employer later		

Summary of Costs

S. No.	Particulars	Amount in Indian Rupees(In words)	Amount in Indian Rupees(In figures)
1	Remuneration		
2	Reimbursable		
3	Miscellaneous expenses		
4	Taxes and Duties		
5	Total		

Authorized Signature:
Name:
Designation:
Name of firm/entity:
Address:

Section -5

Terms of Reference

TERMS OF REFERENCE FOR EVALUATION OF SUB-MISSION ON PLANT PROTECTION.

1. BACKGROUND

Plant Protection plays a significant role in achieving targets of crops production. The main plank of plant protection strategy is Integrated Pest Management (IPM). Scheduled desert areas in India, are vulnerable to locust attacks, requiring constant surveillance and preparedness for locust control. Implementation of Insecticides Act, 1968 for ensuring availability of safe and quality pesticides is another important area. The Sub-Mission is implemented through following Schemes:

- (i) Strengthening and Modernisation of Pest Management Approach (SMPMA)
- (ii) Strengthening and Modernisation of Plant Quarantine Facilities (SMPQF)
- (iii) Monitoring of Pesticide Residue at National Level (MPRNL)
- (iv) National Institute of Plant Health Management (NIPHM)

(i) Details of various components of SMPMA Scheme are as under:

(a) **Integrated Pest Management (IPM)** is being promoted through existing 35 Central Integrated Pest Management Centres (CIPMCs) located in various States and U.T. This all India set up is required for imparting training to extension functionaries and farmers in IPM skills, production of bio-control agents/bio-pesticides which are then released in fields, monitor insect pests and diseases for forewarning and timely control measures throughout the country. All India coverage is possible through these CIPMCs of DPPQ&S and is not possible through any other alternative. IPM programme helps State Departments of Agriculture/Horticulture in pest and disease monitoring and issuing timely warning to farmers to enable them to plan in advance for pest management. Development of IPM Package of Practices in various agricultural and horticultural crops is a major achievement of the Scheme.

(b) **Locust Warning Organisation (LWO)** has been implementing locust surveillance system for monitoring of solitary and gregarious population of locust, since its inception in 1939 and is responsible for monitoring and control of desert locust over 2.00 lakh sq km in Scheduled Desert Area (SDA) in Rajasthan and Gujarat. Regular extensive survey and monitoring of locust population in Scheduled Desert Area (SDA) keeps check on local breeding and invasion of

Locusts besides control of locust population. This prevents damage to standing crops and other green vegetation, thereby preventing financial losses to the inhabitants of the area. Research on the efficacy of native and exotic bio-agents for control of locusts and grasshoppers through biological means protects the environment from ill effects of chemical pesticides.

(c) **Implementation of Insecticides Act, 1968 (IIA):** Pesticides are regulated by the Insecticides Act, 1968 (the Act) and Insecticides Rules, 1971 (the Rules). The regulatory functions and activities under the Act are the responsibility of Central Government/ State Governments. At the centre DPPQ&S is implementing the Act through Central Insecticides Board & Registration Committee (CIB & RC) and Central Insecticides Laboratory (CIL) which have statutory powers, Regional Pesticide Testing Laboratories (RPTL) Chandigarh and Kanpur, Techno-Legal Cell (TLC), National Pesticides Reference Repository (NPRR) and National Pesticides Investigational Laboratory (NPIL) to carry out legal, administrative and technical functions assigned to these bodies to ensure safety and food security go hand in hand.

ii. **Strengthening and Modernisation of Plant Quarantine Facilities (SMPQF):** Preventing the entry and spread of Exotic Pests that are harmful to crops are regulated under the Destructive Insects and Pests Act, 1914 and Plant Quarantine (Regulation of Import into India) Order, 2003. The regulatory functions and activities as laid down under the said Act are to be undertaken by the Central Government. Plant Quarantine Stations of DPPQ&S are responsible for preventing the entry and spread of Exotic Pests. Plant Quarantine regulatory framework in the country is provided by the 'Destructive Insects & Pests Act, 1914 (Act 2 of 1914)'. The scheme is entrusted to:

1. Conduct Pest Risk Analysis (PRA) to finalize phytosanitary requirements for import of plant/plant material.
2. Inspection of imported agricultural commodities for preventing introduction of exotic pests and diseases inimical to Indian flora to ensure agricultural bio-security through existing 57 (5 RPQS and 52 PQ) stations.
3. Inspection of agricultural commodities for compliance of export

requirements and issue of phytosanitary certificate as per requirements of importing countries under International Plant Protection Convention (IPPC).

4. Domestic quarantine Measures, wherever required.

5. Post Entry Quarantine (PEQ) Inspection

iii. **Monitoring of Pesticide residue at National Level**

Non-judicious and indiscriminate use of pesticides creates a problem of pesticide residues in food commodities. Therefore, pesticide residues in food commodities need to be analyzed and monitored to assess risk to human health and help determine good agricultural practices incorporating judicious use of pesticides. Pesticide residues in food commodities also constitute a significant sanitary issue in India's domestic and international trade. In view of concerns for food safety and impact on India's food and agricultural trade, need for monitoring and analyzing pesticide residues in agricultural commodities in different agro-ecological regions of the country continues in the XIIth Plan as well.

(iv) **National Institute of Plant Health Management (NIPHM)**

National Institute of Plant Health Management (NIPHM) (formerly National Plant Protection Training Institute), Hyderabad, is mandated to promote environmentally sustainable Plant Health Management practices in diverse and changing agro-climatic conditions, and Biosecurity & Incursion Management through capacity building programmes, besides extending policy support to Central and State Governments. The main focus of Plant Health Management Programmes is to promote Agro-Eco System Analysis (AESAs) based plant health management, that takes into account the intricate interdependence among various components of an ecosystem and the role of natural flow of ecosystem services. Capacity building programmes are essential for creating dedicated professionals in Plant Biosecurity with special focus on Plant Quarantine, Pest Surveillance, Pest Risk Analysis, Pest Incursion Management, etc with exposure to Sanitary and Phytosanitary issues, enforcement of plant quarantine regulations and Biosecurity issues in India's neighbourhood (South Asian region).

Specialized training programmes are organized in the areas of Pesticide Management, Rodent Pest Management, Biocontrol Agent Production Protocols and Integrated Weed Management to meet the demands of intensive and

competitive agriculture in the global context. In order to promote safe and judicious use of pesticides and residue free produce, exclusive programmes are also organized in the specialized field of Pesticide Application Engineering Systems.

Terms Of References (TOR) Of Central Sector Plant Scheme: Strengthening And Modernisation Of Pest Management Approach In India”- Component Wise

Terms of references of implementation of insecticides Act.

- Evaluation of procedure etc. for registration of pesticides and testing of samples for quality control.

Terms of references of promotion on integrated pest management

- Evaluation of IPM programmes and skills gained by farmers & extension functionaries and their ability to identify pests and defenders in the fields
- To evaluate the achievement of pest monitoring and surveillance, conservation and augmentation, production and release of bioagents/biopesticides and conduction of farmers field school for human recourse development by respective CIPMs
- To evaluate the requirement of man power/ staff strength for executing the various activities of IPM programme

Terms of references of Locust Control & Research

- Evaluate locust monitoring system of locust surveillance
- Evaluate locust control operation strategies
- Evaluate requirement of infrastructure

Terms of references of Plant Quarantine Facilities in India

- Study the infrastructure facilities of various plant quarantine stations including the phytosanitary inspection infrastructure, standard and norms being followed in various processes and skill profile of the staff involved.
- Study of infrastructure existing in the Directorate of Plant Protection Quarantine & Storage for Pest risk Analysis for granting market access in respect of Agri-commodities.
- Study the processes involved in the issuance of import permit, inspection and testing of imported consignment of plant and planting material from phytosanitary point of view and its release.
- Study the process of export certification and issue of phytosanitary certificate.
- Develop recommendations for each of the above process and for the stakeholders involved.

Terms of references of Monitoring of Pesticide residue at National Level

- Evaluation of sampling, analytical procedures etc. for testing of pesticide residue on food commodities.

Terms of references of National Institute of Plant Health Management

- Study the current curriculum of various training programme including pesticides formulation and pesticide residue analysis organized by the institute in context with latest development in plant protection and suggest suitable changes, if necessary.
- Evaluate the utilization of training facilities of the institute by the States/UTs and to suggest measures for increased user response.
- Evaluate the staffing pattern, promotional avenues and suggest required changes for optimal utilization of institute potential.
- Study the existing infrastructure of the institute such as equipment, class room, hostel and office building to meet the objective and to suggest additional capital works required.

Language of Proposals

The proposal and all correspondence and documents shall be written in English or Hindi.

Objective and Scope of Consultancy

To evaluate and improve an organization in quality of services, achieve the mission / goal, implementation of management objective through this invitation for Expression of Interest it is intended to short-list potential bidders from amongst eligible responses which meet the desired criteria.

Time frame for conducting the study

The study should be completed within a period of three months from the date of acceptance of the fund.

For overview of the existing system websites <http://www.ppq.gov.in>. and <http://www.niphm.gov.in> may please be visited

Key Deliverables of Consultancy

DPPQ&S and NIPHM are the public organisations/institute under the Department of Agriculture, Cooperation & Farmers welfare, Ministry of Agriculture & Farmers Welfare, Government of India. Technical evaluation is expected to provide the management with the needed information by evaluating the impact and essence of the Schemes under Sub Mission of Plant Protection (SMPP) and identify gaps if any and suggest ways and means for improvement of the organization's operation, including:

- the organizational progress in reaching strategic goals and objectives,
- the adequacy and implementation of management or technical programs developed to achieve the mission,
- the quality of services, and the degree of compliance with regulatory requirements.
- Impact to the growth and development of agriculture output and promoting its safe international trade

This RFP intends to evaluate and search the scope for the improvement, opportunity and progress of the organization's operations.

Methodology and Time Frame

The methodology and work activities of the evaluation consisted of three principal activities:

1. Initial consultation and document review
2. Information gathering and field investigation
3. Analysis and reporting

The proposed time frame for Evaluation is 3 months (12 weeks). The work schedule will be as in table below:

Month/Activity	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12
Initial Consultation												
Finalization of Methodology and Survey Instruments												
Review of Project Documents												
Development of MIS and monitoring database												
Field Investigation												
Analysis												
First Report												
Comments from MoA & FW												
Final Report												

Expected Deliverable and Timelines

Sl.No.	Work	Deliverable Timelines
1.	Award of Contract to the Consultancy	August, 2017
2.	Submission of draft report	November, 2017
3.	Submission of final report within ten days of receiving comments from the Ministry in respect of draft report	November, 2017

Responsibilities of the Employer:

1. The Directorate of Plant Protection, Quarantine & Storage, Department of Agriculture, Cooperation & Farmers Welfare responsible for awarding the consultancy contract will form a Consultancy Monitoring Committee (CMC) and will remain involved throughout in monitoring the progress of the assignment.
2. It will provide all necessary inputs with regard to physical and financial targets and the expected deliverable to the consultancy.
3. It will be responsible to terminate / penalize the contractor or to suspend payments till satisfactory progress has not been achieved

Section 6

Other Terms and Conditions

Other Terms and Conditions

The DPPQ&S, MoA & FW reserves the right not to accept bid(s) from agency(ies) resorting to unethical practices or on whom investigation / enquiry proceedings have been initiated by Government investigating Agencies / Vigilance Cell.

2. The DPPQ&S, MoA & FW is not bound to accept the lowest bidder or to assign any reason for non-acceptance. The MoA & FW reserves its right to accept the bid in part or in full. Conditional bids will be rejected outright

3. The DPPQ&S, MoA & FW reserves the right to summarily reject an offer received from any agency (ies), without any intimation to the bidder(s).

4. The DPPQ&S, MoA & FW reserves the right to withdraw / cancel the bid document at any stage.

5. **Termination by default:** DPPQ&S, MoA & FW reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for DPPQ&S, MoA & FW's action.

6. **Arbitration:** In case of any dispute, DPPQ&S, MoA & FW may appoint an arbitrator, which would be accepted by the agency / firm/entity. The decision of the arbitrator would be final and binding on both the parties. The jurisdiction of the court would be New Delhi.

7. **Indemnification Clause:** That the selected agency shall keep DPPQ&S, MoA & FW indemnified and harmless against all claims, damages, dues, payments, fines, penalties, compensations, liabilities other losses etc. which may incur on account of non-compliance or violation by the selected agency or otherwise.

8. **Jurisdiction:** The contract shall be governed by laws of India and all Government rules on purchase matter issued from time to time and applicable for the time being for this contract. Case will be settled in Delhi Court, if required.

9. **Validity of the contract:** The contract shall remain valid with effect from date of award of the contract till the acceptance of final report of the study.

10. **Force majeure:** For the purpose 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.

ii. Force Majeure shall not include (a) 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 (b) any event which is a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this contract, an avoid or overcome in the carrying out of its obligations hereunder.

iii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

iv. 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.

v. 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 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 restoration of normal conditions as soon as possible.

11. Penalty: Consultant is to abide by the timelines given for the completion of the activities, failing which penalty @ 1% of contract value for delay of per completed week and so on subject to the maximum 10% of the contract value will be levied by the Employer as per the timelines given in the TOR.

12. Terms of Payment

The terms of payment will be as follows:

i. 30% award of contract.

ii. 40% on submission of draft report.

iii. 30% on acceptance of the final report subject to deduction of penalty if any.

Tender Inviting Authority: Plant Protection Adviser

Name of Work: Appointment of Consultant for evaluation of Sub-Mission on Plant Protection

Contract No: 10-1/2017-P&C

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE
(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Estimated Rate in Rs. P	BASIC RATE in Figures To be entered by the Bidder in Rs. P	Excise Duty Amount in INR Rs. P	VAT Amount in INR Rs. P	Any Other Taxes in Rs. P	Any Other Duties/Levies in Rs. P	TOTAL AMOUNT Without Taxes col (13) = (4) x (7) in Rs. P	TOTAL AMOUNT With Taxes col (14) = sum (8) to (13) in Rs. P	TOTAL AMOUNT In Words	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes in Rs. P	TOTAL AMOUNT In Words	TOTAL AMOUNT In Words	TEXT #
1	2	3	6	7	8	9	11	12	13	14	15					
1 01	Appointment of Consultant for evaluation of Sub-Mission on Plant Protection	Item1	0.00						0.00		INR Zero Only	0.00	0.00	INR Zero Only	0.00	INR Zero Only
Total In Figures																
Quoted Rate in Words																

INR Zero Only