TENDER NOTICE

Offers are invited from consultancy firms for Evaluation study and Impact assessment of Marketing Research & Information Network (MRIN) sub-scheme of Integrated Scheme for Agricultural Marketing (ISAM) of DMI and their effectiveness in promotion and development of Marketing Research & Information Network in the country.

Offers should reach Deputy Agricultural Marketing Adviser (MRIN Division) at the above address within 21 days of publication of this advertisement. Eligibility criteria, scope of study and other details are available at our website www.dmi.gov.in and http://agmarknet.gov.in under the icon Tenders. Before submitting the bids, bidders are advised to keep watching for corrigendum, if any, on DMI's web site.
Evaluation and Impact Assessment
for the Central Sector Scheme of
Marketing Research and Information Network
(AGMARKNET)
www.agmarknet.gov.in

Ministry of Agriculture & Farmers Welfare
Department of Agriculture, Cooperation and Farmers Welfare
Directorate of Marketing & Inspection
New CGO Complex, NH-IV, Faridabad-121001
Evaluation and Impact Assessment for the Scheme –

Marketing Research and Information Network

TERMS OF REFERENCE DOCUMENT

1. INTRODUCTION:

1.1 Market information is needed by farmers in planning production and marketing of their produce and equally needed by other market participants in arriving at optimal marketing decisions. The availability and dissemination of complete and accurate marketing information is the key to achieve both operational and pricing efficiency in the marketing system. Advancement in Information and Communication Technology (ICT) has made the world a smaller place and a larger market at one go. To fully utilize the new emerging marketing opportunities for the benefit of farming community, establishment of an ICT based "Agricultural Marketing Information Network" in the country has become inevitable.

1.2 Ministry of Agriculture & Farmers Welfare had launched the ICT based Central Sector Scheme of Agricultural Marketing Information Network (AGMARKNET), in March, 2000, to link important agricultural produce markets spread all over the country and the State Agriculture Marketing Boards and Directorates. The project is being executed with the technical support of National Informatics Centre (NIC). Computers were also provided to State Agricultural Marketing Boards/ Directorates, etc. An application software package 'AGMARK', has been developed to facilitate organization and transmission of market data from the markets.

1.3 In order to strengthen interface with farmers and other beneficiaries, a revamped AGMARKNET portal (http://agmarknet.gov.in) has been developed. More than 2774 markets are regularly reporting price and arrivals related data which is being disseminated through the portal. The AGMARKNET portal also serves as a single window for accessing websites of various other organizations concerned with agricultural marketing. It provides weekly arrivals and price trend analysis for important markets in respect of major agricultural commodities transacted. It is also linked with Online Commodity Exchange of India Limited, providing futures prices in respect of oilseeds, crops, etc. International price trends of various agricultural commodities available on FAO website are also accessible through the portal. The portal is constantly being enriched. The detailed Operational Guidelines of the Scheme is available on website- www.dmi.gov.in and http://agmarknet.gov.in.

1.4 During XI plan period 590 new market nodes were covered and replacements of computers for 574 old nodes were undertaken. Out of the existing 6,741 wholesale markets in the country, 3,288 i.e. 48 % had on-line facility under the scheme till the
end of XI Plan. During XII Plan, 3,700 new markets are proposed to be covered under the network using mobile and SMS technology in addition to computers. A total number of 3,596 computers were provided under the scheme to 3,288 agricultural produce markets up to December, 2016.

1.5 In order to facilitate market access of farm produce to larger markets, the proposed scheme will additionally provide information on market requirements in terms of quality, packing, standards, sanitary and phyto-sanitary conditions, etc. The scope of data collection and dissemination will be enlarged to provide farmers information regarding pack-size, packaging material and marketing charges in a market where goods are to be delivered, facilities available to farmers in a buying market, re-handling of the produce, if necessary, in the destination market to suit the requirements of the market buyers and rules and regulations of the destination market, if located outside the State.

2. OBJECTIVES OF THE SCHEME:

The main objectives of the sub scheme are:

2.1 To establish a nation-wide information network for speedy collection and dissemination of market information and data for its efficient and timely utilization;

2.2 To facilitate collection and dissemination of information related to better price realization and market access by the farmers. This would cover:

(i) Market related information such as market fee, market charges, costs, method of sale, payment, weighment, handling, market functionaries, development programmes, market laws, dispute settlement mechanism, composition of market committees, income and expenditure, etc.

(ii) Price-related information such as minimum, maximum and modal prices of varieties and qualities transacted, total arrivals and dispatches with destination, marketing costs and margins, etc.

(iii) Infrastructure related information comprising facilities and services available to the farmers with regard to storage and warehousing, cold storage, direct markets, grading, re-handling and repacking etc.

(iv) Market requirement related information covering accepted standards and grades, labelling, sanitary and phyto-sanitary requirements, pledge finance, marketing credit and new opportunities available in respect of better marketing;

2.3 To sensitize and orient farmers to respond to new challenges in agricultural marketing by using ICT as a vehicle of extension;
2.4 To improve efficiency in agricultural marketing through regular training and extension for reaching region-specific farmers in their own language; and

2.5 To provide assistance for marketing research to generate marketing information for its dissemination to farmers and other marketing functionaries at grass-root level to create an ambience of good marketing practices in the country.

2.6 The information relating to the schemes in respect of agricultural marketing implemented by Government Departments and central agencies viz. Commerce, Food and Public Distribution, Consumer Affairs, Health and CCI, JCI, NCDC, NAFED, NTGF, NCCF, NDBD, NHB, APEDA, MPEDA will also be disseminated in user friendly manner. Once the farm produce is standardized and labelled, backed by quality certification, it can be directly offered for sale on Spot Exchange websites in national and international markets.

3. Background and Present Status of the Scheme

3.1 This is an ongoing Central Sector Scheme which was launched w.e.f. March, 2000. During IX Plan the Directorate of Marketing & Inspection (DMI) an attached office of the Department of Agriculture, Cooperation and Farmers Welfare implemented two central sector schemes viz. (i) Agricultural Marketing Information Network (AGMARKNET) and (ii) Estimation of Marketable Surplus and Post harvest Losses of major agricultural commodities. The aim of the scheme was to collect and disseminate (price and market related) information in respect of agricultural commodities. The Scheme was limited in its scope to collect and disseminate data with respect to marketing transactions taking place in the regulated markets covering 27 important agricultural commodities. During IX Plan (2000 to 2001-02), 810 nodes were networked under the Scheme. These include agricultural wholesale markets (735), State Agricultural Marketing Boards/Directorates (27) and 48 Directorate of Marketing and Inspection (DMI) Regional and Sub-Offices.

3.2 Subsequently, these schemes were modified and integrated into one Central Sector Scheme titled as “Marketing Research and Information Network” for implementations during the X plan period with a total outlay of Rs. 35.00 crores. In past and presently, the scheme covers whole gamut of marketing information including “Manuals on Good Agricultural Marketing Practices, Manuals on Post-harvest Profiles” in respect of different agricultural commodities which are not covered at present in an of the IT Schemes of DAC&FW or other Ministries/Departments.

3.3 The present scheme of Marketing Research and Information Network (MRIN) proposes to expand computer connectivity to markets to provide price information’s to farmers who visit Mandies regularly for marketing of their agricultural produce.
The scheme proposes to expand internet based agricultural marketing information system for all agricultural produce markets in the country. The scheme also proposes to extend the internet connectivity to 1000 more wholesale markets in the country during XIII plan in addition to 3288 markets covered up to XII plan.

3.4 Under market-led-extension activities, funds have been provided for publicity campaign of AGAMRKNET and capacity building of different stakeholders of the scheme with the help of SAMBs/NIAM/MANAGE/SAMETIs/ATMAs/KVKs etc.

3.5 The scheme was approved for XII Five Year Plan with an outlay of Rs. 12.00 crores. The scheme has been continued in the Annual Plan 2016-17 for implementation with a provision of Rs. 7.00 crores.

3.6 The progress of the scheme is monitored through ROs/SOs of the DMI where a State Level Committee of officers comprising DMI, NIC and State Nodal Agency has been constituted to monitor the progress of the Scheme. A committee is also in place under the chairmanship of Joint Secretary (Marketing) and Agricultural Marketing Adviser to the Government of India to consider proposals so received for sanction of necessary funds for marketing research as well as web-enrichment to facilitate ICT as a tool for marketing extension.

4. Objective and Scope of Works

4.1 The main objective of the assignment is to undertake comprehensive study of selected projects in different states where progress is visible for judging the impact on different marketing activities and overall extent of efficiency mainly in term of remuneration received by the producers and facilities created in the interest of farmers. The study shall be conducted in all the states where progress of scheme is visible in terms of computer connectivity to APMCs and dissemination of market information from the markets and impact of this information in improving farmers income and reducing post harvest losses & market surplus.

4.2 The overall assessment may fall under the following heads:

(i) To assess overall performance of the Scheme in the framework of its various objectives.

(ii) To study the extent of coverage of the Scheme in terms of profile of its beneficiaries.

(iii) To understand the extent to which farmers, especially small and marginal farmers have benefited from the Scheme.

(iv) To examine various modes of information, dissemination, efficiency and acceptability.
(v) To assess the requirement and the extent of utilization of the information available through various means.

(vi) To assess the farmer friendly means of information dissemination with special emphasis on Mobile Apps.

(vii) To assess the effectiveness of training and awareness programmes conducted for the farmers and trainers through different States Implementing Agencies and give suggestions on the improvement of programmes.

(viii) To identify and prepare manual of success stories under the Scheme.

(ix) To review and identify the constraints, gaps, both in the design and implementation of the Scheme, impeding its implementation and attainment of the stated goals and provide recommendations/ suggestions/ policy framework for overcoming these constraints.

(x) To assess the extent to which the implementation of the Scheme has been successful in accomplishing the objectives outlined in the mandate within timeframe and budgetary support.

(xi) To assess the extent of achievements vis-a-vis targets in physical infrastructure such as installation of the hardware/computers, internet connectivity and coverage of the physical network of the information system indicating about it’s all India characteristics.

(xii) To assess the usefulness, coverage and content of information displayed on the portal with particular reference to coverage of commodities, price coverage (Minimum, Maximum, Modal prices, Support prices, etc.), information regarding arrivals in the market and linkages with other relevant sites.

(xiii) To examine the user friendliness of the information displayed on the portal.

(xiv) To examine actual utilization of data by farmers, different market players and traders and other users like commodity exchanges, organizations institutions, banks, NGOs and researchers etc. and the extent to which farming community particularly the farmers at grass root level have benefited from scheme interalia assessing market surplus, increased prices and reduction in post harvest losses.

(xv) To examine the steps taken for capacity building of the mandies and State Boards in terms of training and either handholding activities like on the spot displays, seminars, workshops, etc.

(xvi) To examine the steps taken by the States to own up the project for its sustainability.
(xvii) To make recommendations for improvement in (a) collection validation, storage analysis and dissemination of data (b) contents and coverage of information (c) publicity and training (d) mid-course corrections, if any, to make the scheme a greater success.

(xviii) Chart road map to extend the mandies uncovered so far which are under the purview of states/UTs.

(xix) To suggest the measures for running the portal under PPP mode through revenue generation and accurate and timely reporting of data.

(xx) Study of recommended steps for convergence with e-NAM.

(xxi) To analyze the process of Data Entry, selection of variety and calculation of Modal Price.

(xxii) To suggest the measures for Regular and Timely Data Entry in the AGMARKNET.

5. Eligibility on consortium:

- A registered consultancy firm, company, Joint Ventures, Universities and Institutes of Central Govt. ICAR having relevant and requisite experience for past 10 years and expertise in the field of consultancy and evaluation of the plan schemes, project formulation and analysis relating to agricultural marketing, food processing, Agricultural marketing infrastructure development etc and having a minimum annual turnover of Rs 1.00 crore in last 3 financial years are eligible to apply.

- The agency should have strength of minimum five personnel having expertise in conducting similar nature of survey/studies with qualification background such as Agri. Business Management, Agri. Economics, Agri. Extension, Master’s Degree in Economics with specialization in Agril. Economics or from similar field.

- Should have completed at least five studies for Central or State Govt. organizations in the last 3 years.

- Eligible organization may submit their details as per Form 1-10 (enclosed) for Technical Proposal and as per Form 11 for Financial Proposal and attach supporting documents such as article of memorandum, total turnover for the last 3 years indicating profit before and after tax dully certified by Chartered Accountant, with Annual Report and Audit Report etc.
6. **Methodology coverage and sample plan**

In order to conduct evaluation study of the scheme, the sample size is 5% of the market nodes as on the end of December’16 i.e. 160 market nodes and sample selection has to be representative basis.

The sample size suggested for the study based above may be as under:

- 40% of the samples for the markets where concentration of primary markets are more and the coverage under computer connectivity are better in the States.
- 30% of the samples for the markets where concentration of secondary markets are more and the coverage under computer connectivity are better in the States.
- 20% of markets where penetration is low to arrive at recommendations to increase access & benefits from AGMARKNET.
- 10% of the samples may be taken from the States where the funds have been released for market-led extension along with the Agencies involved in the Training and Campaign programmes of AGMARKNET.
- In each selected market node interviews of 10 farmers, 5 traders, date entry operator, mandi functionaries (market information incharge) and mandi secretaries may be taken.
- The views of research institutes (IARI, NCAP, NCAER, IIFT, IFPRI, FAO, ICARISAT, IASRI, MANAGE, NIAM, IIM-A, IIM-L, IIT-Kanpur, IIT-Delhi, IIT-Chennai), Agricultural universities (TNAU, UAS Bengaluru, UAS Dharwad, GBPUAT, PAU, ANGAU),
- Views of selected commodity exchanges MCX, NCDEX, ICEX, NMCE, ACE.
- View on effectiveness of market led extension/ marketing extension may be taken from TNAU, PAU, HAU, Manage, NIAM, SAMETI-Jind, IMAGE.
- Views of data users and disseminators like IKSL, DD Kisan, Data users in Open data platform(Mandi Trade)

7. **Submission of Evaluation Report:**

   i) The study / assignment will have to be completed in 60 days. The time taken by the DAC&FW / EMC to give comments at various stages shall not be counted towards the set duration.
   
   ii) Time over-run may be liable to penalty @ 1% (one per cent) of the total cost of the study per day for maximum of fifteen calendar days beyond which it will tantamount to breach of the contract and in that case the consultant will have to refund the entire money paid to them along with an interest of 18% per annum.
   
   iii) The selected consultant will make the presentations on the outcomes & recommendations.
iv) All the reports shall be submitted in the form of:
   a) Master copy with photographs, capable of yielding good photocopies;
   b) 10 hard bound copies, DTP produced of high quality;
   c) Soft copy and Loaded on CD of good quality.

8. **Payment Schedule and Reporting:**

   The payment shall be made considering the work performed by the consultant and subject to the submission of following reports:

<table>
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<tr>
<th>Quantum of payment</th>
<th>Stage/ Deliverables</th>
<th>Time limit for submission of reports</th>
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<tbody>
<tr>
<td>1st Installment — 10% of contract value</td>
<td>On acceptance of letter of award and submission of inception report along with Bank Guarantee in prescribed proforma</td>
<td>Inception report: - Within 10 days from the date of selection of the agency.</td>
</tr>
<tr>
<td>3rd Installment — 40% of Contract value</td>
<td>On acceptance of Final Report &amp; recommendation to the satisfaction of DAC&amp;FW.</td>
<td>Final report: - Within 10 days of acceptance of draft Final Report by the Department.</td>
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9. **Earnest Money Deposit (Bid-Security)**

   The tender should accompany Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One lakh only) separately. The EMD may be deposited in the form of Account Payee Demand Draft, Banker’s Cheque or Bank Guarantee from any of the Commercial Bank. EMD should be in the name of “PAO (PPM), Faridabad”. EMD will be refunded to the unsuccessful bidders after the selection process is over. For the selected bidder, EMD will be converted into performance guarantee to be refunded after completion of study/assignment.

10. **Date, Time and Place of Submission of BID**

    The firms qualifying the above criteria should submit the offer in three separate covers. The bid security after the due date and time will not be accepted.
i. **Cover 1 - EMD:** Containing Earnest Money in the form of a DD/Bank Guarantee of Rs. 1,00,000/- in favour of PAO (PPM), payable at Faridabad.

ii. **Cover 2 – Technical offer:** Containing all documents supporting the eligibility criteria as per Form 1 -10 (Annexure-I) for Technical Proposal along with the approach, methodology, study plan and team structure & detailed CVs of team members. The other documents to be submitted are (a) Last 3 years balance sheet / audited statement of accounts, (b) Authenticated copy of certificates of incorporation / registration of the organization, (c) Authenticated copy of service tax registration certificate, (d) PAN Card (e) CA Certificate certifying the turnover. The documents should be listed sequentially. The envelope should be super scribed as “Technical offer for study for evaluation and impact assessment of Marketing Research and Information Network”.

iii. **Cover 3 - Financial offer:** The sealed financial offer should contain the total cost of evaluation and impact assessment study to be paid by DMI as per Form – 11 (Annexure-II) for Financial Proposal. All applicable taxes must be shown separately in the financial offer. No out of pocket expenses would be paid separately by DMI. The envelope should be superscripted as “Financial offer for study for evaluation and impact assessment of Marketing Research and Information Network”.

The bid in separate sealed cover containing above mentioned three sealed covers may be submitted to the Office of Agricultural Marketing Adviser to Government of India, Directorate of Marketing & Inspection, New CGO Building, NH-IV, Faridabad (HARYANA-121001) **on or before 27.03.2017 of 17.30hr.** The bid received after the due date and time will not be accepted. Conditional offers are not allowed and would be rejected summarily.

11. **Evaluation of Proposals**

- The evaluation of the proposals shall be carried out in two stages i.e. Technical and Financial.
- Technical evaluation of the proposals shall be undertaken by the Committee of DAC&FW (EMC) based on the experience relevant to the assignment, quality of methodology, Nos. and qualification of key staff proposed for assignment capability of transfer of knowledge, understanding of TOR etc.
- The marking would be done on all the technical bids. The marking of Technical and Financial would be in ratio of 70:30 respectively. The bidders who secure minimum 70% marks (49 out of 70 marks) in technical evaluation will be short listed and only their financial bids shall then be opened. Financial bid will carry a maximum of 30 marks. The calculation of marking will have the following method:
L1 = 30 marks
L2 = 30xL1 (the cost quoted by L1)/L2 (the cost quoted by L2) and in similar fashion for L3, L4 etc. (depending on no. of bids received).

- After the financial marks are obtained the technical and financial marks will be calculated using the formula mentioned at above and the bidder scoring highest aggregate marks will stand selected.
- The proposal can be rejected by the DAC&FW, Ministry of Agriculture & Farmers Welfare based on the recommendations of EMC without assigning any reasons thereof.
- After completing the technical evaluation, the member of the EMC shall notify those bidders whose proposals do not meet the minimum standards and their financial proposals shall be returned un-opened.
- The final award shall be subjected to the discussion on the terms of reference methodology, staffing, inputs of the EMC and various other terms & conditions of contracts as stated in the Common Agreement Format of the Department given in the Appendix-II. The discussion, however, shall not substantially alter the original TOR and the final TOR shall form part of the contract.
- The selected consultant will not be allowed to substitute core staff without the consent of the DAC&FW. If it is established that the core staff were substituted without the consent of DAC&FW, the consultant will be disqualified.

12. Opening of Bids

All the bids received till cut-off date and time will be opened on 29.03.2017 at 11.00 hours in the o/o Agricultural Marketing Adviser, Directorate of Marketing and Inspection, CGO Complex, NH-IV, Faridabad (Haryana) in the presence of those bidders or their authorized representatives who would wish to be present on the occasion.

13. Performance Assurance

If performance of the agency is not up to the mark or is less in any of the deliverables/the measurable output is less than envisaged as per scope of work, then a part of the total bid value as deemed appropriate will be deducted by DAC&FW at the time of final payment. Decision of DAC&FW shall be final in this regard

14. Review and Monitoring Committee:

The following committee will discharge the duties and functions of Consultancy Evaluation Committee (CEC) and Consultancy Monitoring Committee (CMC) and will be called as Evaluation-cum-Monitoring Committee (EMC).
i. Director (Marketing) - Chairman
ii. Director (Finance) or his representative from IFD - Member
iii. Joint Agricultural Marketing Adviser (I/C) - Member
iv. Under Secretary (Admn.DMI) - Member
v. Deputy Agricultural Marketing Adviser (MRIN) DMI Faridabad - Member Secretary

15. Submission of Offers:

The offers complete in all respect are to be submitted within 21 days from the date of release of advertisement to the Office of Agricultural Marketing Adviser to Government of India, Directorate of Marketing & Inspection, New CGO Building, A-Wing, NH-IV, Faridabad (HARYANA-121001).

Since the advertisement has released on 07.03.2017 last date for submission of complete offers is 27.03.2017 upto 17.30 hrs. In case the last day for submission of offers happens to be a holiday, immediate next working day will be treated as the last date for submissions of offers.

16. Legal Agreement:

The legal agreement to be signed between DMI and the selected consultant is given in the Annexure-III. This is standard text being followed in the DMI and the blank spaced in the Annexure shall be filled-in specific to this assignment.

17. Tender Documents:

Tender documents and other details can be obtained from the office of the Directorate of Marketing & Inspection, New CGO Complex, NH-IV, Faridabad – 121 001 on any working day. Tender documents and other details can also be downloaded from website -- www.dmi.gov.in and www.agmarknet.gov.in

18. Dispute settlement:

In case of any dispute, the contract shall be interpreted in accordance with the laws of Union of India. All disputes arising out of this contract shall be referred to Joint Secretary-cum- Agricultural Marketing Adviser who is the overall controlling authority of this Directorate. The venue of arbitration shall be New Delhi.
CENTRAL SECTOR SCHEME

MARKETING RESEARCH AND INFORMATION NETWORK

AGMARKNET

(NICNET- based Agricultural Marketing Information Network)

(www.agmarknet.gov.in)

Empowerment of the Farmers through Marketing Information

Ministry of Agriculture & Farmers Welfare

Department of Agriculture, Cooperation & Farmers Welfare
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<th>दूरभाष /फेक्स /इ-मेल / त ele</th>
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<tbody>
<tr>
<td>कृषि विपणन सलाहकार भारत सरकार, कमरा संख्या-133, कृषि भवन, नई दिल्ली -110001</td>
<td>011-23383744 Fax 011-23389441 <a href="mailto:jsmktg-agri@gov.in">jsmktg-agri@gov.in</a></td>
<td>Agricultural Marketing Adviser to the Government of India Room No –155, Krishi Bhawan, New Delhi - 110001</td>
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<tr>
<td>कृषि विपणन सलाहकार भारत सरकार, विपणन एवं निरीक्षण निदेशालय, प्रधान कार्यालय, जी.डी.ओ. बिलिंग एन.एच.- 4 फ़रीदाबाद-121001</td>
<td>0129- 2414905,2434348 Fax,2412835 / 2416568 <a href="mailto:Jsmktg-agri@gov.in">Jsmktg-agri@gov.in</a></td>
<td>Agricultural Marketing Adviser to the Government of India, Directorate of Marketing &amp; Inspection Head Office, C.G.O. Building, N.H. –IV, Faridabad - 121 001</td>
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<td>उप कृषि विपणन सलाहकार विपणन एवं निरीक्षण निदेशालय, शाखा प्रधान कार्यालय</td>
<td>0712-2523313 Fax-2561453, <a href="mailto:dmibhotraining@gmail.com">dmibhotraining@gmail.com</a></td>
<td>Dy. Agricultural Marketing Adviser, Directorate of Marketing &amp; Inspection Branch Head Office, New Secretariat Building, Nagpur - 440001</td>
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<td>भोपाल क्षेत्र/ BHOPAL REGION</td>
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<td>उप कृषि विपणन सलाहकार विपणन एवं निरीक्षण निदेशालय, 245, जोन- II दूसरा तल, एम पी नगर भोपाल -462001</td>
<td>0755-2551847,2570516 FAX-2551847 <a href="mailto:dirmkti@mp.nic.in">dirmkti@mp.nic.in</a></td>
<td>Dy. Agricultural Marketing Adviser, Directorate of Marketing &amp; Inspection 245, Zone II, Second floor, M.P. Nagar, Bhopal - 462011</td>
</tr>
<tr>
<td>वरिष्ठ विपणन अधिकारी विपणन एवं निरीक्षण निदेशालय, 33 आनंद नगर, रायपुर-492001</td>
<td>0771-2446030 FAX.2446030 <a href="mailto:dmiraiapur.cg@nic.in">dmiraiapur.cg@nic.in</a></td>
<td>Senior Marketing Officer, Directorate of Marketing &amp; Inspection 33, Anand Nagar, Raipur - 492001 Chhattisgarh</td>
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<td>चंडीगढ़/ CHANDIGARH REGION</td>
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<td>सहायक कृषि विपणन सलाहकार विपणन एवं निरीक्षण निदेशालय, छठी मंजिल, केंद्रीय सदन, तीसरा ब्लॉक, सेक्टर-9ए, चंडीगढ़-160017</td>
<td>0172-2743201 Fax-2744020 <a href="mailto:dmicoha1@nic.in">dmicoha1@nic.in</a></td>
<td>Asst. Agricultural Marketing Adviser, Directorate of Marketing &amp; Inspection 6th Floor, Kendriya Sadan, 3rd Block, Sector-9-A,, Chandigarh-160017</td>
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<tr>
<td>वरिष्ठ विपणन अधिकारी विपणन एवं निरीक्षण निदेशालय, एससीओ-93,दूसरा तल ,डिस्ट्रिक्ट शॉपिंग सेंटर, रंजीत एवन्यू, अमृतसर-143001</td>
<td>0183-2500406 Fax- 2500472 <a href="mailto:dmiropb@nic.in">dmiropb@nic.in</a></td>
<td>Senior Marketing Officer, Directorate of Marketing &amp; Inspection SCO-93, 2nd Floor, Distt. Shopping Centre, Ranjit Avenue, Amritsar - 143 001 (Punjab)</td>
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<tr>
<td>विपणन अधिकारी</td>
<td>01634-221302</td>
<td>Marketing Officer, Directive of Marketing &amp; Inspection, Ward No-20, Main Road, Azimgarh, Abohar - 152116 (Punjab)</td>
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<td>वरिष्ठ विपणन अधिकारी</td>
<td>0191-2450478</td>
<td>Senior Marketing Officer, Directorate of Marketing &amp; Inspection, 61-A, 2nd Extension, Gandi Nagar, Jammu (Jammu &amp; Kashmir)</td>
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<td>चेन्नई क्षेत्र/CHENNAI REGION</td>
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<td>उप कृषि विपणन सलाहकार</td>
<td>044-28218314 / 28278065 Fax- 28271389</td>
<td>Asst. Agricultural Marketing Adviser, Directorate of Marketing &amp; Inspection, Shashtri Bhawan, 4th floor, 6th Block, 26 Haddows Road, Chennai - 600006</td>
</tr>
<tr>
<td>सहायक कृषि विपणन सलाहकार</td>
<td>080-23473004 Fax- 23473004</td>
<td>Asstt Agricultural Marketing Adviser, Directorate of Marketing &amp; Inspection, APMC Market Yard, M.G. Complex, Yaswantpur, Bangalore - 560022</td>
</tr>
<tr>
<td>वरिष्ठ विपणन अधिकारी</td>
<td>0452-2534973 Fax- 2534973</td>
<td>Senior Marketing Officer, Directorate of Marketing &amp; Inspection Madurai Market Committee Complex, 145/A Anna Nagar, Madurai - 652020</td>
</tr>
<tr>
<td>विपणन अधिकारी</td>
<td>0836-2370405 Fax- 2370405</td>
<td>Marketing Officer, Directorate of Marketing &amp; Inspection, Karnataka State Agricultural Marketing Board Building, Opposite P.C. Jubin Science College, Vidya Nagar, Hubli - 580031</td>
</tr>
<tr>
<td>दिल्ली क्षेत्र/DELHI REGION</td>
<td>011-26387284, 26387285 Fax- 26387286</td>
<td>Asst. Agricultural Marketing Adviser, Directorate of Marketing &amp; Inspection, W-6, Phase-II, Okhla Industrial Estate New Delhi – 110020</td>
</tr>
<tr>
<td>वरिष्ठ विपणन अधिकारी</td>
<td>0135- 2521493</td>
<td>Senior Marketing Officer, Directorate of Marketing and Inspection, Computer Room, A.P.M.C. Nirangan Pur, Dehradun</td>
</tr>
<tr>
<td>क्षेत्र</td>
<td>केंद्र</td>
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<td>कोची क्षेत्र</td>
<td>कोची</td>
<td>निरीक्षण, विपणन एवं निदेशालय</td>
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<p>| क्षेत्र | केंद्र | विपणन अधिकारी | विपणन एवं निरीक्षण निदेशालय | विधायक सहायक कृषि विपणन सचिव | विधायक उप कृषि विपणन सचिव | विधायक उप कृषि विपणन सचिव | विधायक उप कृषि विपणन सचिव | विधायक उप कृषि विपणन सचिव | विधायक उप कृषि विपणन सचिव |
|-------|------|-----------------|---------------------------------|---------------------------------|-------------------------------|------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| गुवाहाटी क्षेत्र | गुवाहाटी | निरीक्षण, विपणन एवं निदेशालय | रुकभनी गाँव, नवरत्ता पथ, हाउस नं. 9, प्रथम तल, पोस्ट ऑफिस, खानपाड़ा, गुवाहाटी - 793001 | उप कृषि विपणन सचिव | उप कृषि विपणन सचिव | उप कृषि विपणन सचिव | उप कृषि विपणन सचिव | उप कृषि विपणन सचिव | उप कृषि विपणन सचिव |
| हैदराबाद क्षेत्र | हैदराबाद | निरीक्षण, विपणन एवं निदेशालय | दूसरा तल केंद्रीय सदन, सुल्तान फाजाय, हैदराबाद - 500095 | उप कृषि विपणन सचिव | उप कृषि विपणन सचिव | उप कृषि विपणन सचिव | उप कृषि विपणन सचिव | उप कृषि विपणन सचिव | उप कृषि विपणन सचिव |
| जयपुर क्षेत्र | जयपुर | निरीक्षण, विपणन एवं निदेशालय | ब्रॉक-ए, चोथी भारा, डी. बैंस और नगर, सेक्टर-10, जयपुर - 302039 | उप कृषि विपणन सचिव | उप कृषि विपणन सचिव | उप कृषि विपणन सचिव | उप कृषि विपणन सचिव | उप कृषि विपणन सचिव | उप कृषि विपणन सचिव |
| कोची क्षेत्र | कोची | निरीक्षण, विपणन एवं निदेशालय | ब्रॉक-ए, 6 एमजिल केंद्रीय भवन, सी.ए.डी.जी.काक्कनाद के सामने, कोची - 682037 | उप कृषि विपणन सचिव | उप कृषि विपणन सचिव | उप कृषि विपणन सचिव | उप कृषि विपणन सचिव | उप कृषि विपणन सचिव | उप कृषि विपणन सचिव |</p>
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</tr>
<tr>
<td>Fax No. 23340845</td>
</tr>
<tr>
<td><a href="mailto:dmiwb03@nic.in">dmiwb03@nic.in</a></td>
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<tr>
<td>Fax- 2395299</td>
</tr>
<tr>
<td><a href="mailto:dmiibssr@nic.in">dmiibssr@nic.in</a></td>
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<tr>
<td>Fax- 2266691</td>
</tr>
<tr>
<td><a href="mailto:dmi_patsnasmo@gmail.com">dmi_patsnasmo@gmail.com</a></td>
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<th>लखनऊ क्षेत्र/LUCKNOW REGION</th>
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<tr>
<td>विपणन एवं निरीक्षण निदेशालय, 5मंजिल,केन्द्रीय भवन , हाल-2 सेक्टर एच, अलीगंज, लखनऊ -226024</td>
</tr>
<tr>
<td>Fax-2335738</td>
</tr>
<tr>
<td><a href="mailto:agmark.up@nic.in">agmark.up@nic.in</a></td>
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<td>विपणन एवं निरीक्षण निदेशालय, 127/बदलू 1/456 साकेट नगर, कानपुर -208014</td>
</tr>
<tr>
<td><a href="mailto:dmi_knp@gmail.com">dmi_knp@gmail.com</a></td>
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<td>विपणन एवं निरीक्षण निदेशालय, एस 4/सौ.डी-. ताजपुर, महावीर जी रोड, ओरछदेली बाजार, वाराणसी-221002</td>
</tr>
<tr>
<td><a href="mailto:goutam.dineshkumar@gmail.com">goutam.dineshkumar@gmail.com</a></td>
</tr>
<tr>
<td>Name</td>
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<tr>
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</tr>
<tr>
<td>Asstt. Agricultural Marketing Adviser</td>
</tr>
<tr>
<td>Senior Marketing Officer</td>
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<td>Marketing Officer</td>
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<td>Marketing Officer</td>
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</table>
(You may also contact State level NIC Offices as well as State Agricultural Marketing Boards/
Directorates (addresses available at www.agmarknet.gov.in) for detailed information and guidance.

For further information, please contact:

1. Shri B.K. Prusty
   Dy. Agricultural Marketing Adviser
   Marketing Research & Information Network (MRIN)
   Directorate of Marketing & Inspection
   Department of Agriculture, Cooperation & Farmers Welfare
   Ministry of Agriculture & Farmers Welfare & Farmers Welfare
   CGO Complex, NH-IV, Faridabad-121001
   Ph. 0129-2434351
   bk.prusty@nic.in

2. Shri Rajiv Sharma
   Sr. Director (Technical)
   AGMARKNET Project Unit
   NIC-DMI, Directorate of Marketing & Inspection
   CGO Complex, NH-IV, Faridabad-121001
   Ph. 0129-2415954
   rajivkumar@nic.in
LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned offer to provide the consulting Assignment / job for [Insert title of Assignment / job] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our proposal in association with: [Insert a list with full name and address of each associated Consultant]

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 Paragraph 4 of the part II Data Sheet, 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:
FORM 2
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, objectives of the firm etc. Also if the consultant has formed a consortium, details of each of the member of the consortium, name of lead members etc shall be provided]

B – Consultant’s Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job. In case of consortium, association of consultant, the consultant must furnish the following information for each of the consortium member separately]

(1) Firm’s Name:

1. Assignment / Job name:

1.1 Firm’s name (your firm or joint venture or consortium partner, as the case may be:)

1.2 Description of Project

1.3 Approx, value of the contract (in Rupees):

1.4 Country:

1.5 Location within country:

1.6 Duration of Assignment/job (months):

1.7 Name of Employer:

1.8 Address:

1.9 Total No. of staff-months of the Assignment/job:

1.10 Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):

1.11 Start date (month/year):

1.12 Completion date (month/year):

1.13 Name of associated Consultants, in any:

1.14 No. of professional staff-months provided by associated Consultants:
1.15 Name of senior professional staff of your firm involved and functions performed:

1.16 Description of actual Assignment/job provided by your staff within the Assignment/job:

Note: Please provide documentary evidence from the client i.e. copy of work order, contract for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.
FORM 3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF
AND FACILITIES TO BE PROVIDED THE EMPLOYER

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, and incorporated in your Proposal.]

B – On Inputs and Facilities to be provided by the employer:

[Comment here on Inputs and facilities to be provided by the Employer according to Paragraph 6 of the Part II Special information to consultants including: administrative support, office space, Domestic transportation, equipment, data etc.]
FORM 4

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

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:]

a) Technical Approach and Methodology,
b) Work Plan, and
c) Organization and Staffing,

a) Technical Approach and Methodology: In this chapter you should explain your 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. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt 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 delivery dates of the reports. 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 final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form 8.

c) Organization and Staffing: The consultant should propose and justify the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]
### Professional Staff:

<table>
<thead>
<tr>
<th>Serial No.</th>
<th>Name of Staff</th>
<th>Name of Firm</th>
<th>Area of Expertise</th>
<th>Position/Task assigned for this Job</th>
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FORM 6
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:
   [Insert name of firm proposing the staff]:

3. Name of staff:
   [Insert full name]:

4. Date of Birth:

5. Nationality:

6. Education:
   [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:
   [List countries where staff has worked in the last ten years]:

10. Languages [for each language indicate proficiency: good, fair, or poor in speaking, reading and writing]:

11. Employment Record:
   [Starting with present position, list in reverse order every employment held by staff member since graduation, 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 / job 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:

Employer:

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 myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

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

[Full name of authorized representative]

Date:

Place:
## FORM 7

### STAFFING SCHEDULE

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of Staff</th>
<th>Staff input (in the form of a bar chart)</th>
<th>Total Weeks</th>
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**Note:**

1. For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g. draftsmen, clerical staff, etc.).

2. Weeks are counted from the start of the Assignment/job. For each staff indicate separately staff input for home and field work.
### FORM 8

#### Work Schedule

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Activity</th>
<th>Weeks</th>
<th>Total Weeks</th>
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1. Indicate all main activities of the Assignment/job, including delivery of reports (e.g. inception, 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 shall be indicated in the form of a bar chart.
FORM 9

COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT AGREEMENT

[Here the consultant shall mention any suggestion/ views on the draft agreement attached with the RFP document. The consultant may also mention here any modifications sought by him in the provisions of the draft agreement. This information shall be used at the time of the negotiations.]

However, the Employer is not bound to accept any / all modifications sought and may reject any such request of modification.]
FORM 10

INFORMATION REGARDING CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 5 of section?

If yes, please furnish details of any such activities.

If no, please certify:

We hereby declare that our firm, our associate / group or any of the member of the consortium are not indulged n any such activities which can be termed as the conflicting activities under para 5 of the section.

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 and Title of Signatory:

Name of Firm:

Address:
Annexure- II

Form – 11

Proforma for giving financial details

(To be submitted in sealed cover only on firm’s letter head)

<table>
<thead>
<tr>
<th>Details</th>
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<tbody>
<tr>
<td>Total fee/charges for the assignment as per the ToR including all taxes</td>
</tr>
</tbody>
</table>

| Amount (in Rs.) |

Total amount in words (Rupees..................only)

Name and Signature(s) with seal.
Annexure- III

Agreement

This Agreement made on this _______________ day of _______ Two Thousand _______ between the President of India acting through the Agricultural Marketing Adviser to the Government of India, Directorate of Marketing & Inspection, Department of Agriculture & Cooperation, Ministry of Agriculture & Farmers Welfare, Government of India, New Delhi (hereinafter called the 'Client', which expression, unless excluded or the context otherwise required, shall include its successors and assigns) on the one hand and ______________ having its registered office at ________________, an Organization incorporated under (the Act / Law, if any) through its duly authorized signatory (hereinafter called 'the Agency', which expression, unless excluded or the context otherwise required, shall include its administrators, successors and permitted assigns) on the other' hand'.

WITNESSETH:

A. WHEREAS the Client has decided to conduct a study/an assignment titled - 'Evaluation and Impact Assessment of Central Sector Scheme – Marketing Research and Information Network (AGMARKNET) Based on the Terms and Reference (TOR).

B. AND WHEREAS the Client is desirous of engaging the services of the Agency for the above purpose, in accordance with this Agreement (hereinafter referred to as Services).

C. AND WHEREAS the Agency has agreed to render such Services.

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

1. The Agency shall adhere to the objectives, scope, tasks, outputs, methodology, completion schedule and various other terms and conditions laid down in this Agreement and Appendix II & III to this Agreement for rendering the Services.

2. The Agency shall render the services to the total satisfaction of the Client and as per the technical specifications given in Appendix II & III. The decision of the Client about satisfactory rendering of the services including various related items will be final and shall not be challenged by the Agency on any ground whatsoever.

3. For violation, if any, of Intellectual Property Rights (IPR) of any body, the Agency is liable for compensation and the Agency shall be responsible to keep indemnified the Client and shall be required to pay license fee to the other party and any other payment required to square up the matter regarding any infringement of IPR of any third party (ies).

4. The Agency would draw up a Project Inception Report (PIR) within one fortnight indicating the proposed field arrangements and the detailed logistics to conduct
the study/complete the assignment. The Agency would make a presentation on PIR before the client and also modify the PIR in accordance with suggestions of the Client before starting the work.

5. The Schedules I, II and the TORs given in Appendix II & III attached to this Agreement shall be deemed to be an integral part of this Agreement.

6. The date of commencement of services shall be as specified in Schedule I of this Agreement.

7. The date of satisfactory completion of services shall be the date which the Client accepts by issuing an appropriate certificate of satisfactory completion of services, subject to such date being on or before the completion date given in Schedule I and other terms and conditions of this Agreement.

8. The consideration payable by the Client to the Agency for satisfactory completion of the service shall be as stated below (and also given in Schedule II) which will be strictly adhered to and the Agency is answerable to the Client for the amount paid at every stage as under:

   a) 1\textsuperscript{st} Installment: (The amount and the stage on which payment is to be made to be specified)
   b) 2\textsuperscript{nd} Installment: (The amount and the stage on which payment is to be made to be specified)
   c) 3\textsuperscript{rd}/Final Installment: (The amount and the stage on which payment is to be made to be specified)
   d) Total amount to be paid to the Agency = Rs. _____________(in words also)

9. If the terms of payment defined in Schedule II relate to phase-wise progress of rendering the services, each such phase shall be deemed to have been completed subject to such conditions, as contained therein, if any, on issue of a letter acknowledging receipt, such letter being duly signed by an authority authorized on this behalf by Client.

10. If the terms of payment contemplate payment to the Agency of any advance, such arrangement shall be subject to the Agency securing the agreed amount of the advance by an unconditional and irrevocable bank guarantee in favour of Client, from a Nationalized Indian bank. Such bank guarantee shall be valid up to six months beyond the entire period allowed by the Client to the Agency to complete the relevant stage of the work to the full satisfaction of the Client.

11. Client shall have full rights to monitor the progress of services being rendered by the Agency at all stages and to give suitable instructions and directions as deemed fit by the Client within the purview of the Appendix II & III. The Agency shall implement such modifications unconditionally.
12. Client shall have right at all times to enter the premises and work area of the Agency for the purposes of inspection of the progress of the services.

13. If during the course of monitoring the work of the Agency, Client is satisfied that the services being rendered are not to its complete satisfaction, then, Client shall have the right to cancel the Agreement after giving a notice of 15 days and have the work completed by any other body at the sole risk and cost to the Agency. This shall be without prejudice to Client’s right to call bank advance, invoke bank guarantee and impose such recoveries, penalties and sanctions as it deems fit.

14. In case the Client finds it necessary to abandon the work and terminate the services of the Agency before the completion of the work, at any stage, for reasons which are not wholly attributable to the Agency, it may be done after making payments to the Agency for the services actually rendered for carrying out the work till the date of termination and the Agency shall provide the Client with any report or part thereof or any other information and documentation gathered under this Agreement prior to the date of such termination. The total amount of advance paid to the Agency but unutilized at the time of such termination shall be returned by the Agency to the Client.

15. The Agency will hire such Subject Matter Consultants, as required by them who will ensure technical soundness of the subject leading to the satisfactory completion of work.

16. Any consultant, workman/officer/employee or agent etc. engaged by the Agency for the purpose of rendering services under this Agreement shall always be and continue to be the employee or agent of only the Agency and not of Client, and Client shall not be liable or responsible for any loss, accident, damage suffered by the Agency, any employee or agent of the Agency or any person claiming under the Agency, arising in or out of the execution of this work in any manner whatsoever.

17. If at any point of time it is necessary to make amendment to the Provisions in Schedule I or II, such revisions, if accepted by both parties, shall be included by appropriate amendment to this Agreement duly signed by both the parties.

18. The time for completion being essence of this Agreement, if the Agency delays, fails or defaults, the Client may, without prejudice to the other rights to the Client to recover from the Agency the damages for breach of contract, may recover from the Agency as agreed Liquidated damages (and not by way of penalty) a sum equivalent to 1% of the contract value for each week or a part thereof, for delay beyond the stipulated date of completion given in Schedule-I, subject to a maximum of 10% of the contract value. Any delay beyond ten weeks of the agreed time frame, the Client, will have the option to encash the Bank Guarantee, without any notice to the Agency.
19. In case of any dispute between the Client and the Agency arising out of or in relation to the Agreement, the dispute shall be referred to arbitration of a sole arbitrator to be appointed by the Secretary, Department of Agriculture, Cooperation & Farmers Welfare, Ministry of Agriculture & Farmers Welfare, Government of India in consultation with the Law Secretary, Department of Legal Affairs, Government of India. The Arbitration and Conciliation Act, 1996 shall be applicable to arbitration under this clause. The award of the arbitrator shall be binding on the parties to the dispute provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary or any other officer when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The place of arbitration shall ordinarily be at New Delhi but may be changed by the arbitrator for sufficient reasons.

20. The Agency shall fully indemnify the Client against all liability arising out of action, demands, and proceedings resulting from negligence or breach attributable solely to the Agency. Similarly, the Client shall fully indemnify, the Agency against all liability arising out of action, demands, proceedings resulting from negligence or breach attributable solely to the Client. This Clause shall survive the termination or expiration of the Agreement executed by the parties provided that there shall be no indemnity on either side in cases of indirect, remote or consequential damages including loss of profit or loss of business, by the other party.

21. Without prejudice to the Agency's liability towards the workmen, employees and agents, the Agency will be responsible to purchase and keep in force appropriate insurance coverage with regard to the liabilities stated under Clause 20 above. The Agency shall maintain workers' compensation, employment liability insurance for their staff on the assignment. The Agency shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Agency or its staff. The Agency shall provide the Client with certification thereof upon demand.

22. The Agency shall be liable to pay the taxes, duties, fee, levies and other impositions levied under the Applicable Law for the conduct of the Study or to carry out the assignment.

23. The Agency undertakes to conduct the study/ carry out the assignment in accordance with the highest standards of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Agreement, will conduct themselves in a manner consistent herewith.
24. The Agency is required to undertake the Tasks specified in Appendix II & III. The Agency shall submit the reports to the Client in the quantity and the manner stated below:

(a)
(b)

25. The Authorized signatory of the Agency is required to submit the letter of Authorization issued by the Board of Directors/ Governing Body or any other authentic Governing body of Agency as the case may be.

26. (i) **Force Majeure** shall include un-predictable, un-foreseen, catastrophic and Natural calamities or acts of God, beyond the control of both the parties and not brought about at the instance of the Party claiming to be affected by such event or which, if anticipated or foreseeable, could not be avoided or provided for and which has caused the non-performance or delay in performance, such as earthquake, flood, land slide, epidemic, drought, hail storm, high variation in temperature, fire, war, curfew, riots, existing on or after the effective date of this agreement which prevent totally or partially the fulfillment of the obligations of one or both the parties.

(ii) The party invoking Force Majeure shall provide to the other party confirmation of the existence of facts constituting Force Majeure. Such evidence shall consist of a statement of certificate of any Governmental Department or Agency. If such a statement or certificate cannot reasonably be obtained, the party claiming Force Majeure may, as a substitute therefore, make a notarial statement describing in detail the facts claimed to constitute Force Majeure and the reasons, why such a certificate or statement confirming the existence of such facts cannot reasonably be obtained.

(iii) During the period that the performance by one of the parties of its obligations under this Agreement has been suspended by an event of Force Majeure, the other party may likewise suspend the performance of all or part of its obligations hereunder, except for payment of any amounts then already due and payable.

(iv) Should the period of Force Majeure continue for more than six calendar months, either party may terminate this Agreement without liability to the other party, except for payments due as of the termination date, upon giving written notice and recovery of advance payment including invoking of Bank Guarantees.

27. All notices required or allowed to be given hereunder shall be made by either:

a) Delivery in person with signed receipt
b) Telex/Fax properly transmitted to the parties, or
c) Registered mail
28. All notices shall be addressed to the parties respectively as follows:
   For Agency:-
   Director / Joint Director __

   Ministry of Agriculture & Farmers Welfare, New Delhi
   Or to such other address or telex/Fax number as either party may from time to time specify by written notice to the other party on notices and communications sent by registered mail in accordance with clause 27 and 28 shall be deemed to have been received by the addressee in the ordinary course even if returned with remarks such as ‘not found’, ‘left without address’, ‘premises lock’, ‘refused’, or any similar remark.

29. The Agency hereby warrants that the services rendered to Client shall be of highest quality and shall be in full compliance of the Specifications laid down in Appendix II & III to this Agreement.

30. All final plans, drawings, specifications, designs, reports and other documents or software submitted by the Agency in the performance of the services shall become and remain the property of the Client. The Agency may retain a copy of such documents, but shall not use them for purposes unrelated to this contract without the prior written approval of the Client. The Intellectual Property Right, if any, in the study/assignment shall exclusively vest in the Client.

31. The Agency also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Agreement, shall be for all time and for all purposes, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the Client's written permission.

32. The Chairperson of the Committee, as indicated in item no. 9 of Appendix II would be the Competent Authority for condoning any delay on account of reasons not attributable to or beyond control of the agency.

33. Nothing contained in this Agreement shall be construed as establishing or creating between the Parties a relationship of master and servant or principal and agent.

34. Neither this Agreement nor any rights under it may be assigned, transferred or sub-let by any party without the prior written consent of the Party.

35. Delay or omissions to take any action under this Agreement shall not constitute waiver. No waiver by any Party of anyone or more obligations or
defaults by any other Party in the performance of this Agreement shall operate or be construed as a waiver of any other obligations or defaults whether of a like or of a different character.

36. The Agency shall at all time indemnify Client against any claims in respect of any damages or compensation payable in consequence of any accident or injury sustained or suffered by its (the Agency’s) employees or agents or by the Client’s employees, agents or property any other third Party resulting from or by any operation conducted by or on behalf of the Agency.

37. The Agency shall notify the Client of any material change in their status, shareholding or that of any Guarantor of the Agency, in particular, where such change is likely to have impact on performance of obligations under this Agreement.

38. This Agreement shall not be amended, modified, varied or supplemented in any respect except by an instrument in writing signed by all the Parties, which shall state the date from which the amendment or modification shall become effective.

39. Subject to Clause 19, the Courts at Delhi shall alone have jurisdiction in the matters arising out of or in respect of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and have executed these presents this _______________ day of _______________

CLIENT
Signed
for and on behalf of the
President of India

By: ______________
In presence of ______________

AGENCY
Signed
for and on behalf of
_____ Agency

(Authorized signatory)
Duly authorized vide
Resolution No. ____ dated
____ of its Board of
Directors/Board of Governing
Body

By: ______________
In the presence of ______________
SCHEDULE – I

Date of commencement : 
Date of completion : 

For Client For Agency
(Authorized signatory) (Authorized signatory)

For and on behalf of the President of India Duly authorized vide

Dated Resolution No.____

____of its Board of Directors/ Board of Governing Body

SCHEDULE – II

Payments to the Agency will be made in stages as under:

a) 1st Installment: (The amount and the stage on which payment is to be made to be specified)
b) IInd Installment: (The amount and the stage on which payment is to be made to be specified)
c) Final Installment: (The amount and the stage on which payment is to be made to be specified)
d) Total amount to be paid to the Agency = Rs. _____________ (In words also)

For Client For Agency
(Authorized signatory) (Authorized signatory)

For and on behalf of the President of India Duly authorized vide

Resolution No.____

Dated 

____of its Board of Directors/ Board of Governing Body