



**REQUEST FOR PROPOSAL  
FOR  
SELECTION OF FIRM/INSTITUTE/NGO  
FOR  
MID TERM EVALUATION OF IWMP**

**Government of India  
Ministry of Rural Development  
Department of Land Resources**

**Government of India**

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Department of Land Resources  
Ministry of Rural Development  
Government of India

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**DISCLAIMER**

The information contained in this Request for Proposal (RFP) document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of Department of Land Resources, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Department of Land Resources to the prospective of Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. Department of Land Resources also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this RFP.

Department of Land Resources may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Department of Land Resources is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and Department of Land Resources reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Department of Land Resources or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and Department of Land Resources shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

**Section 1 – Letter of Invitation**

No. M-12013(2)2014-M&E  
Department of Land Resources,  
Ministry of Rural Development,  
Government of India  
(Monitoring & Evaluation Unit)  
Block No. 11, C.G.O. Complex, Lodhi Road,  
New Delhi-110003, dated---.---.2015

To

.....  
.....  
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Subject: - Request for Proposal (RFP) for Mid-term evaluation of IWMP projects sanctioned during 2009-2010.

Dear

The Department of Land Resources (hereinafter called "Employer") has requested the proposal to assign the Mid-term evaluation of IWMP projects sanctioned during 2009-2010 to the firm/Institute/NGO. The detailed terms & conditions prescribed for submission of RFP may be seen at Department's website- <http://dolr.nic.in>.

2. The employer had invited an Expression of Interest (EOI) to empanel the firms/Institutes/NGOs for Mid-term evaluation of IWMP projects sanctioned during 2009-2010. More details in this regard are provided under **Terms of Reference** in this RFP document. Your firm has been short-listed amongst others for issuing Request for Proposal to carry out the Mid-term evaluation of IWMP projects sanctioned during 2009-2010 and is now invited to submit its proposal as per the RFP document available on our departmental website. Separate proposals (technical and financial) should be submitted.

3. The proposal duly completed in all respect should be addressed to Under Secretary (M&E), Department of land Resources, Room No. 601, 6<sup>th</sup> Floor, Block No. 11, CGO Complex, Lodhi Road, New Delhi-110003 in the sealed cover superscripted as "**Proposal for Mid Term Evaluation of IWMP projects**" and the envelope should contain two separate envelopes each for Technical Bid (TB) & Financial Bid (FB) duly sealed. It should reach this office on or before **17<sup>th</sup> June, 2015** (5.30 PM). The proposals received after due date will not be entertained in any circumstance and this Department shall not be held responsible for any type of postal delay. **A pre-bid meeting will be held on 2<sup>nd</sup> June, 2015 at 11.00 A.M. in the conference hall of the department at N.B.O. Building, Nirman Bhawan, New Delhi.**

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

Yours sincerely,

**(P. C. Meena)**

Under Secretary to the Govt. of India

Tel: - 011-24306612

## **Section 2- Instructions to the Consultants – Part-I**

## **2. Introduction**

- 2.1 Department of Land Resources invites application from short-listed consultants for carrying out Mid-term Evaluation of IWMP Projects 2009-10.
- 2.2 The name of the assignment/ job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described under the Terms of Reference in Section 5.
- 2.3 The date, time and address for submission of the proposal have been given in Part II Data Sheet.
- 2.4 The short-listed Consultants are invited to submit their Proposal, for Consultancy assignment/ job named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.5 Consultants can download the RFP document from Department's website [www.dolr.nic.in](http://www.dolr.nic.in) for preparing their Proposals. To obtain first-hand information on the assignment/ job, consultants are encouraged to meet the representative of the Employer. If any clarification is required on any clause/ condition of the RFP, the same may be forwarded within the prescribed time period to the Contact person of the Department and may attend the pre-bid meeting. However, attending the pre-bid meeting is optional.
- 2.6 The Employer shall provide at no cost to the Consultants the inputs and facilities specified in the Part II Data Sheet, assist the Consultants to carry out the Assignment/ job, and make available relevant project data and reports.
- 2.7 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to award of the Contract without thereby incurring any liability to the Consultants.

## **3. Clarification and Amendment of RFP Document**

- 3.1 Consultants may request a clarification on any clause of the RFP document within the timeframe indicated in the Part II Data Sheet. Any request for clarification must be sent in writing or e-mail to the Employer's address indicated in the Part II Data Sheet. The Employer will respond in writing or by e-mail and post all such clarifications on the website of the Department of Land Resources.
- 3.2 At any time before the submission of proposals, the Employer may amend the RFP by issuing an addendum in writing or by announcing it through its website. The addendum shall be binding on all

Consultants. Consultants shall acknowledge receipt of all such amendments. To give the Consultants reasonable time in which to take an amendment into account in their proposals, the Employer may, if the amendment is substantial, extend the deadline for the submission of proposal.

#### **4 Conflict of Interest**

4.1 The Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.

4.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

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

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

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

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

#### **5. Unfair Advantage**

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



## 6. Proposal

- 6.1 Short-listed Consultants shall submit only one proposal as National Lead Agency.

## 7. Proposal Validity

- 7.1 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 remain unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for award of the contract. Consultants who do not agree have the right to refuse to extend the validity of their Proposals. Under such circumstance, the Employer shall not consider such proposal for further evaluation.

## 8. Preparation of Proposal

- 8.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer shall be written in **English/Hindi** language, unless specified otherwise.
- 8.2 Depending on the nature of the assignment/ job, Consultants are required to submit a Technical Proposal (TP) in forms provided in **Section-3** as depicted in Part II Data Sheet.
- 8.3 Proposal being deemed non-responsive.
- (a) A brief description of the consultants' organization and in the case of a consortium / joint venture, description of each partner, will be provided in technical forms **(Form Tech 1-Section 3)**. In the same form, the Consultant and in the case of consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposal assignment / job as per the TOR.
- (b) Comments and suggestions on the Terms of Reference (ToR) including workable suggestions that could improve the quality / effectiveness of the assignment/job. **(Form Tech-4 Section 3)**.

- (c) A description of the approach, methodology and work plan for performing the assignment/ job be provided in the respective Technical Form (TECH-5 of Section 3).
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks to be provided in {Form TECH-2 (i) of Section 3}.
- (e) **Logistic and Infrastructure with the agency -Form Tech-2(ii) of Section 3.**
- (f) CVs of the Professional staff as mentioned in para (d) above signed by the staff themselves or by the authorized representative of the Professional Staff {Form TECH- 2 (iii) of Section 3}.
- (g) Consultant's experience in M&E- {Form TECH- 3 of Section 3}.

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

**8.5 Financial Proposals:**

- a) The Financial Proposal shall be prepared using the prescribed Forms (Section 4) be submitted in INR inclusive of all.
- b) The price must be quoted batch wise (year wise) because the quantum of work will be decreased in accordance with the completion of work as per time frame. For example, for 2009 batch the work is almost at completion stage in which case only final evaluation to be undertaken.

**9. Taxes** -The Consultant shall fully familiarize themselves about the applicable domestic duties and taxes on amounts payable by the Employer under the Contract. All such duties and taxes must be included by the consultant in the financial proposal.

**10. Currency** – Consultants shall express the price of their Assignment/ job in Indian Rupees (INR) only.

**11. Performance Guarantee**

The selected consultant shall be required to furnish a Performance Bank Guarantee (format as prescribed under as Appendix B) equivalent to the 1<sup>st</sup> Instalment (Advance Payment) of the Contract Value rounded off to the nearest thousand Indian Rupees in the form of an unconditional and irrevocable bank guarantee from a scheduled commercial bank in India in favour of Drawing & Disbursing Officer,

Department of Land Resources, Ministry of Rural Development, Government of India, New Delhi for the period of contract with 90 days claim period. The bank guarantee must be submitted after award of contract but before signing of consultancy contract. The successful bidder has to renew the bank guarantee on same terms and conditions for the period up to contract including extension period, if any. Performance Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/ recovering any dues recoverable/ payable from/ by the Consultant on any account under the contract.

## **12. Submission, Receipt and Opening of Proposal**

- 12.1 The original proposal, both Technical and Financial Proposal shall contain no Interlineations or overwriting. Submission letters for both Technical and Financial Proposals should be in the format of TECH of Section 3, and FIN-1 of Section 4 respectively.
- 12.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 12.3 The original and three copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the project. The envelopes containing the Technical Proposals, Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, and reference number clearly marked "**DO NOT OPEN BEFORE {time and date of the opening indicated in the Data sheet}**". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This may lead to rejection of the Proposal. If the Financial Proposal is not submitted in a sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 12.4 The Proposals must be submitted in person to the addressee indicated in the Data sheet and received by the Employer not later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the Employer after the deadline for submission shall not be considered.

## **13. Proposal Evaluation**

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

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

B- The financial bid of the firms who have scored a minimum of 60% during the technical evaluation by CEC based on the above criteria will only be opened.

C- The decision of CEC will be final.

- 13.2 After opening of financial proposals the L-1 consultant will be declared eligible for award of the contract. This selected consultant will then be invited for negotiations, if considered necessary.

#### **14. Negotiations**

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

#### **15. Award of Contract**

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

#### **16. Confidentiality**

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

**17. Payment Terms**

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

**SUMMARISED PAYMENT SCHEDULE**

Sr. No.	Condition for Payment	% of Total Value of contract
1.	Upon signing of contract and submission of Bank Guarantee (Advance)	25
2.	Submission and Acceptance of Inception Report	15
3.	Submission of State wise Report	25
4.	Submission of Consolidated Comprehensive Study Report.	25
5.	Acceptance of the Consolidated Report	10
Total		100

## INSTRUCTIONS TO CONSULTANTS

### Part-II

#### DATA SHEET (PROJECT SPECIFIC INFORMATION)

Clause	Particulars of Data Sheet	
1.		<b>Name of the Employer:</b> Department of Land Resources, Ministry of RD, Government of India
2.		<b>Name of the Assignment/job:</b> Mid Term Evaluation of IWMP Projects 2009-10.
3.		A pre-bid meeting will be held on:
	Date	<b>02.06.2015</b>
	Time:	11.00 AM
	Venue:	Committee Room, 1st Floor, N.B.O. Building, Nirman Bhawan, New Delhi . 110011 (venue subject to change)
4.		Last Date & Time and Address for submission of Proposal:
	Date	<b>17.06.2015</b>
	Time	15.00 hours
	Address	<b>Under Secretary (M&amp;E), Department of Land Resources, Min. of Rural Development, Room No. 601, 6<sup>th</sup> Floor, 11<sup>th</sup> Block, CGO Complex, Lodhi Road, New Delhi-110003</b>
		Technical Proposals will be opened on <del>00-00-2015</del> at <b>1530</b> hours at Room No. 601, 6 <sup>th</sup> Floor, 11 <sup>th</sup> Block, CGO Complex, Lodhi Road, New Delhi-110003.
5.		The Employer's Representative: <b>Mr. Surinder Singh</b> , Economic Advisor, Deptt. of Land Resources, MoRD.
	Address	Room No. 601, 6 <sup>th</sup> Floor, 11 <sup>th</sup> Block, CGO Complex, Lodhi Road, New Delhi-110003
	Telephone/E	011-24362396 / <a href="mailto:surinder-pc@nic.in">surinder-pc@nic.in</a>
6.		Proposals must remain valid for 90 days after the last date of submission, <b>15-09-2015</b>
7.		Clarifications may be requested within 7 days of issue of the RFP <b>The address for requesting clarifications is:</b> <b>Mr. P.C. Meena</b> , Under Secretary, Deptt. of Land Resources, MoRD, Room No. 601, 6 <sup>th</sup> Floor, 11 <sup>th</sup> Block, CGO Complex, Lodhi Road, New Delhi-110003
	E-mail	<a href="mailto:prakash.meena@nic.in">prakash.meena@nic.in</a>
8.		The formats of the Technical Proposal to be submitted are:
		Format for Letter of Proposal submission
		Form Tech 1 : DESCRIPTION OF CONSULTANT'S ORGANIZATION
		Form Tech 2: Human Resource
		Form Tech 3: Consultant's Experience In M&E
		Form Tech 4: Comments And Suggestions On ToR
		Form Tech 5: Description Of Approach, Methodology & Work Plan
9.		Consultant should state the cost in Indian Rupees (INR).
10.		Consultant must submit the original, 3 (Three) hard copies and one soft Copy of the Technical Proposal, and the original of the Financial Proposal
11.		The Employer would provide consultants the necessary support

		Considered necessary for progress of the Project. The employer will interact with the Consultant for exchange of documents/ Information and discussion.			
12.	Evaluation Criteria	<b>Criteria</b>			<b>100%</b>
		1. Relevant experience of team in respective technical areas covering the scope of work and no. of staff exclusively available for the task			25
		2. Available logistic and infrastructure with the Agency			25
		3. Relevant experience of delivering similar programs in India			25
		4. Quality of the proposal (demonstrated understanding of objectives, completeness and coherence of response: work plan and timing, operational and management, deliverables)			25
13.	Evaluation Sub-criteria	Criteria	Description	Minimum Eligibility	Sub Criteria for Evaluation & Marks
		1	Key Persons with requisite experience and qualification	10 KP	10 KP = 15 M 11 to 15 KP= 18 M 16 to 20 KP = 20 M 21 & above KP= 25 M
		2	Logistic & Infrastructure	i. 5OBR= Own Bldg with 05 Rooms ii. 1 MTH= Modern Training Hall With 40-50 Trainees Capacity. iii. 10 Systems I= 10 Computers with Internet. iv. 10 DEO= Data Entry Operator v. 5 vehicle (4W)	5OBR+1MTH+10S+5V= 15 M 8OBR+1MTH+10s+8V= 18 10 BR+2MTH+15S+8V= 20 15BR+2MTH+20S+10V= 25
		3	Relevant Experience Of Similar Nature	05 Projects.	5 to 10 Projects = 15 11-15 Projects =18 16-20 Projects = 20 21 & above Projects = 25
		4	Quality	Approach, Methodology & Work Plan Coherent with ToR.	Coherent with ToR=Good= 15 Coh. With good techniques= V. Good= 20 Coh. With innovative Ideas= Excellent=25

## **Section 3**

### **Technical Proposal – Forms**



## LETTER OF PROPOSAL SUBMISSION

{Location, Date}

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

Dear Sir,

We, the undersigned, offer to provide the Consultancy assignment/ job for undertaking the Mid Term Evaluation of IWMP Projects 2009-10 in accordance with your Request for Proposal dated [*Insert Date*]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby undertake that, our organization has not been working as Project Implementing Agency/ Monitoring, Evaluation and Learning agency for IWMP in the State /District for Mid Term Evaluation under IWMP.

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

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

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

Yours sincerely,

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

**FORM TECH – 1**

**DESCRIPTION OF CONSULTANT'S ORGANIZATION**

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

**FORM TECH – 2**

**2. Human Resource:-**

**Format 2 (i) :-**

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

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

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

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

Sr. No.	Name (D.O.B.	Educational Qualification	Field of Exp.	No. of years of experience in the field (preferably in the field of Student Evaluation)	Date of joining Agency	Position held in the Agency	Regular or Part time





**5. DESCRIPTION OF APPROACH, METHODOLOGY & WORK PLAN.**

<b>Sr. No.</b>	<b>Description</b>	<b>Approach</b>
<b>1.</b>	<b>Technical Approach</b>	
<b>2.</b>	<b>Methodology</b>	
<b>3.</b>	<b>Work Plan</b>	

## **Section – 4**

### **Financial Proposal – Forms**

## FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To

Under Secretary (M&E),  
Deptt. of Land Resources,  
MoRD, Room No. 604,  
6<sup>th</sup> Floor, 11<sup>th</sup> Block,  
CGO Complex, Lodhi Road,  
New Delhi-110003

Dear Sir,

We, the undersigned, offer to provide the Consultancy assignment/ job for undertaking the Mid Term Evaluation of IWMP Projects 2009-10 in accordance with your Request for Proposal dated [*Insert Date*]. Our attached **Financial Proposal** is for the sum of [*Insert amount(s) in words and figures*]. This amount is inclusive of all taxes and duties. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal. We hereby undertake that, our organization has not been working as Project Implementing Agency in the State/District for Mid Term Evaluation of IWMP.

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

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

Yours sincerely,

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

Name of Firm:

Address:



## FINANCIAL PROPOSAL

A detailed budget would be prepared by the **Lead National Agency** ([Please see Appendix-C](#)), including the following items:-

**A. For Lead Agency**

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

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

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

(Signature)

## **Section – 5**

### **Terms of Reference**

## **Terms of Reference (ToR)**

### **1. Background**

Currently watershed development programme is being considered as the corner stone of larger overall rural development in the country. The programmes has gained greater importance and today is one of the flagship programme of DoLR, under MoRD. With the initiation of IWMP in 2009, the programme has shifted to a holistic approach covering all sectors in a given environment of watershed with sub-watershed as a unit of intervention. With this, different types of projects ceased to function and all watershed programmes are brought under one umbrella with a focused approach. Hence it may not be out of context to demarcate the watershed approach/programme as pre -2009 (i.e. pre IWMP) & post 2009 (after IWMP).

The first batch of IWMP was initiated during 2009 and it has completed almost four years in its actual implementation. The project was designed for a 5 to 7 years duration and it is at its mid-point period of implementation. Hence the mid-term evaluation of these IWMP Projects initiated during 2009 & 2010 is proposed to be carried-out the purpose is to get a feed-back on the initial impacts of the programme and the bottlenecks faced if any in the process of its implementations. This mid-term evaluation would enable a pathway analysis at the mid-course providing for improvement in the next course.

The IWMP as envisaged bestows utmost importance on concurrent Monitoring & Evaluation of the projects. The stress is on for a timely result based monitoring system which is used as a tool for project management. The system is to enable a corrective mechanism, in real-time. The M&E system on the whole is designed as a learning mechanism with corrective options both at the project & policy level. The proposed mid-term evaluation is a part of this overall strategy.

## 2. Objectives

The objective of proposed mid-term evaluation are as follows.

- i) To assess the Sensitization & Awareness activities carried out by type and the level of impact.
- ii) To assess the Entry Point Activities (E.P.A) implemented & its impacts under the project.
- iii) To assess the status of institutional arrangements made and their adequacy for project implementation.
- iv) To assess the Training & Capacity Building activities at all level by type, status and observed initial impacts.
- v) Assessment of Detailed Project Reports (DPRs) - process followed in the preparation of and the quality.
- vi) Assess the administrative machinery system and its adequacy at SLNA & District & PIA Levels, to implement the project as per the Common Guidelines.
- vii) To assess M&E System under the Project- Particularly the Status & functioning of third Party Monitoring agencies.
- viii) To assess the convergence and linkages developed, its impacts & Limitations
- ix) To assess the **Income Generating Activities** (IGAs) initiated under the project- The status, process, types, linkages & handholding arrangements.
- x) Assess the level of involvement of the community in the project planning, implementation & monitoring.
- xi) To assess the Level of Involvement of Women & the Vulnerable in the project, Women involvement, inclusion of SCs, STs, Marginal farmers & Landless households.
- xii) To assess the extent of project implementation at the Field level. Sectoral progress, status and the initial impacts on . natural resources, land-use, land-cover, bio-mass, groundwater & surface water level, agriculture & allied activities, cropping-area production & productivity, cropping diversity, & intensity, shift to horticulture or other commercial crops and change in livestock sector.

xiii) The fund flow status, financial progress and impediments if any.

### **3. Methodology :**

#### **(a) Sample size & area coverage :**

- i. Impact study desired by the Department of Land Resources Ministry of Rural Development will be confined to the IWMP projects implemented under the support of the DoLR funds.
- ii. The study will cover watersheds in all the 29 states and 20 % of the watersheds will be selected in proportion to those sanctioned between 2009 & 2010.
- iii. State wise sampling will be in proportion to the number of projects sanctioned under IWMP.
- iv. The study will cover 20% of households from the sample villages.
- v. No less than 90 households will be covered from each of sub-watersheds/micro watersheds for statistical analysis purposes.
- vi. From each sub-watershed/micro three villages representing ridge, Middle and Valley portion will be selected for household surveys. From each village at least 30 households would be covered.
- vii. In addition to the above about 50% of household to be considered from outside the watersheds area, with similar topography & socio-economic features. This would facilitate a comparative analysis of with & without project scenario (i.e. 45 households from untreated similar area).

#### **(b) The analytical framework:**

The study would follow the following analytical frame work:-

- i) Natural Resources Analysis: . Covering Land use, Land cover, Bio-mass, Hydrological & Soil profiles- to a limited extend of level of implementation.
- ii) Agriculture sector analysis: - Area Production & productivity analysis, analysis of allied sector like live stocks, horticulture etc.

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

Ideally the analysis to be carried out in comparison with related baseline values (i.e. before the project status) collected during the initiation of project. In case of non-availability of such data, the analysis should be made in comparison with related normal values of the region. However in case of natural resource analysis i.e. for Land use, Land cover and Bio-mass changes use of Remote Sensing Technology would be adopted for a pre & post project situational analysis. The analysis of natural resources, agricultural & allied sectors, and economic analysis should include both before and after and with & without, comparative analysis.

**(c) Chapter Scheme of Contents:-**

The final report should contain the following:-

- i) Executive summary
- ii) Introduction, detailing the background of scheme & methodology of study, sample size & analytical frame work.

- iii) Status of Progress of Project
- iv) Expire by Build, sanitization and awareness levels at Watershed level, status of Agriculture and Allied Sectors.
- v) Status of Institutional Systems
- vi) Impact on the Society especially with Gender & Equity Analysis.
- vii) Over-all Impact- A summary of analysis.
- viii) Best practices, limitations if any & lessons learnt with suggestions for future alternative policy linkages.

#### **4. Qualifications for empanelment of Evaluating Agency:-**

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

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

#### **5. Institutional Arrangements for the study:-**

The agency to be deployed for the purpose would take a premier lead role in coordinating the task at the National Level. The agency also

would be responsible for the preparation of consolidated report at the over-all national level. The responsibility of coordinating the state level reports would also be with this agency. The agency would in turn sub-contract separate institutes/agencies for carrying out the studies & preparation of report at the state level, as per the need and operational requirement. The lead agency at the national level would be of reputed credentials with established infrastructure facilities to facilitate supervise and coordinate the work.

**A) National Agency (NA):-**

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

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

**B) Collaborating Institutions:-**

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



- (a) Assist National Agency in Carrying out the mid-term evaluation of watershed projects as per the design, indicators, tools and instruments developed by National Agency. State Level Agency would carry out field survey and prepare a comprehensive study report based on the common minimum framework developed by National Agency.
- (b) Organize workshop to share the findings of the study and incorporate the feedback.
- (c) Collection and documentation of best practices.
- (d) Any other work assigned by National Agency related to the study.

## 6. Deliverables

- (d) Inception report
- (e) State-wise status report on mid-term evaluation of watershed projects.
- (f) National Level consolidated comprehensive study report on watershed project and mid-term performance

## 7. Time Duration of the Project

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

## 8. The coverage of the study:

- (a) The study covers projects sanctioned during the period 2009-2010. The breakup of projects sanctioned and completed are as follows.

Name of Scheme	No. of Projects Sanctioned	No. of Projects Completed	Amount Spent
IWMP 2009	1324	--	501.48 cr.
IWMP 2010	1865	--	1496.83 cr.

--	--	--	--

## 9. BUDGET

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

### C. For **Lead National Agency**

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

### D. Detailed Cost Estimation of per Watershed (for collaborating agencies):-

Sl. No.	Item of Expenditure	Amount (Rs)
1.	(a) Human Resource/ Manpower (b) Travel cost	
	<b>Sub Total</b>	
2.	Organizing Workshop (lump sum)	
3.	Communication	
4.	Report preparation	
5.	Institutional Charges (if any)	

6.	Misc. Expenditure	
7.	Tax (as applicable)	
	<b>Total (B)</b>	
	<b>Grand Total of Table (A + B)</b>	

- 10.** An indicative list of processes to be considered for mid-term assessment/evaluation is annexed (**Annexure-1**). Detailed Indicators & Sub-indicators for assessing their status and impact are to be developed, by the lead agency in a workshop. These will be incorporated in to a questionnaire schedule which be used for data collection at various level.

## Annexure-1

### Parameters for Mid-Term Evaluation of Integrated Watershed Management Programme

#### Activities/Process to be evaluated

1. Entry point Activities.
2. Sensitization & Awareness Activities.
3. Grass-root Level institutional Development (Community Based Organization formation/Functioning).
4. Capacity Building (at all levels)
5. Preparation of (DPR) Detail Project Report
6. Annual Action plan
7. NGO- placement & functioning
8. Placement & functioning of M & E agencies i.e. (third party monitoring).
9. Baseline/ Benchmark- status
10. Information, Education & Communication system . if any
11. Physical & Financial target & Achievement
12. State Level Nodal Agency / Watershed Committee cum Data Cell/ (DWPO) / Watershed Development Team / Project Implementation Agency -> Organizational structure . status & functioning
13. Adoption of Remote Sensing(RS)/ Geographic Information Systems (GIS) & Management Information System (MIS) under the project
14. Work Implementation: Target Vs Achievement . Sector-wise, Quantity & Quality of Works, Initial Impacts observed.

## **Section 6**

### **Forms of Contract**

**CONTRACT FOR CONSULTANTS SERVICES**

**Between**

**[President of India acting through EA, DoLR]**

**And**

**[Name of the Consultant]**

**Dated:**

**1. Contract**

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

**WHEREAS-**

- (a) The Consultant, having represented to the %Employer+ that he has the required professional skills, personnel and technical resources, has offered to provide in response to the RFP dated 17<sup>th</sup> June, 2015 issued by the Employer.
- (b) The %Employer+ has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

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

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

- I. General Conditions of Contract;
- II. Appendix A , B & C

2. The mutual rights and obligations of the %Employer+ and the %Consultant+ shall be as set forth in the Contract, in particular:

- (a) The Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and
- (b) The %Employer+ shall make payments to the Consultant in accordance with the provisions of the Contract.

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

Signed by-----  
For and on behalf of the President of India  
Economic Adviser,  
Department of Land Resources,  
Ministry of Rural Development,  
Government of India,  
6<sup>th</sup> Floor, Block No. 11,  
CGO Complex, New Delhi.

1. In presence of (Witnesses)

(i)

(ii)

2. For and on behalf of [name of Consultant]

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

[Authorized Representative]

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

[Authorized Representative]

4. [Name of member]

In presence of (Witnesses)

(i)

(ii)



## **1 -General Conditions of Contract**

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

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

**xiii. Termination- By the “Employer”:** The %Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (j)-

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the %Employer+ may have subsequently approved in writing.

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings.

(d) If the Consultant, in the judgment of the %Employer+ has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Consultant submits to the %Employer+ a false statement which has a material effect on the rights, obligations or interests of the %Employer+.

(f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(g) If the Consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.

(h) If, as the result of Force Majeure, the consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days.

(i) If the %Employer+, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. If the %Employer+ learns that the information provided by the Consultant in the Request for Proposal based on which he got contract finalized and agreed is false and the Consultant is engaged as Project Implementation Agency in the State /District for which it has applied to be appointed as the Consultant for monitoring and evaluation under IWMP.

(j) In such an occurrence the %Employer+ shall give a not less than thirty (30) days written notice for termination.

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

**xv. Confidentiality:** Except with the prior written consent of the %Employer+, the Consultant and the personnel shall not at any time communicate to any person or entity any information acquired in the course of the services, nor shall the Consultant and its personnel make public the recommendations formulated in the course of, or as a result of, the Services.

**xvi. Consultant's Actions Requiring Employer's Prior Approval:** The Consultant shall obtain the Employer's prior approval in writing before taking any of the following actions:

- Any change or addition to the personnel.
- Subcontracts: The Consultant may subcontract work relating to the services to an extent and with such experts and entities as may be approved in advance by the Employer.

**xvii.** The Consultant shall employ and provide such qualified and experienced personnel as are required to carry out the Services and as listed in its proposal in response to RFP.

**xviii.** If the Employer (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultant shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.

**xix. PAYMENTS TO THE CONSULTANT-**

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

**xix. Liquidated Damages –**

- In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Employer in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Contract Value.
- In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% of the Contract Value per day, subject to a maximum of 10% (ten percent) of the Contract Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, the Employer may agree to grant suitable extension of time.

- xx. The Employer shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Contract or for recovery of liquidated damages.

Binding signature of Employer signed by \_\_\_\_\_

(for and on behalf of the President of India)

Binding signature of Consultant signed by \_\_\_\_\_

(for and on behalf of \_\_\_\_\_ duly authorized vide Resolution No. \_\_\_\_\_

Dated \_\_\_\_\_ of the Board of Directors of \_\_\_\_\_) In the presence of

(Witnesses)

1.

2.

**2. Appendices**

**APPENDIX A**

**(i) - FORMAT FOR UNDERTAKING**

**TO WHOM IT MAY CONCERN**

I, \_\_\_\_\_ on behalf of the consultant, hereby undertake that our Firm/NGO has not been working as PIA under IWMP for which we have applied to be appointed as a consultant for monitoring and evaluation under IWMP.

Authorized Signatory  
(for and on behalf of \_\_\_\_\_ duly authorized)

**APPENDIX A (ii) - FORMAT FOR UNDERTAKING**

**TO WHOM IT MAY CONCERN**

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

Authorized Signatory  
(for and on behalf of \_\_\_\_\_ duly authorized)

**APPENDIX B-**

**FORMAT FOR PERFORMANCE BANK GUARANTEE**

To

The President of India

WHEREAS

\_\_\_\_\_

\_\_\_\_\_ .

(Name and Address of the Consultant) (Hereinafter called "the Consultant") has undertaken, in pursuance of contract no. \_\_\_\_\_ . dated \_\_\_\_\_. to provide Consultancy services for "Mid Term Evaluation of IWMP" implemented to the Department of Land Resources, Ministry of Rural Development. AND WHEREAS it has been stipulated by you in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

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

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

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

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

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

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

herein.

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

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

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

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

This guarantee shall be valid until the .. day of , 2015

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

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

**APPENDIX C**

**INTEGRATED WATERSHED MANAGEMENT PROGRAMME (IWMP)**  
(Details of no. of projects, area (m.ha), sanctioned and central funds (Rs.in crore) released)

S. No.	Region	2009-10 (Batch-I)			2010-11(Batch-II)		
	State	No. of projects	Area	Funds released	No. of projects	Area	Funds released
	<b>SOUTH</b>						
1	Andhra Pradesh	110	0.473	30.68	171	0.741	119.8
2	Tamil Nadu	50	0.26	16.17	62	0.311	60.16
3	Karnataka	119	0.492	81	127	0.547	70.96
4	Kerala				26	0.142	11.01
	<b>NORTH</b>						
5	Punjab	6	0.035	2.29	13	0.053	3.45
6	Haryana						
7	J & Kashmir						
8	M.P.	116	0.671	43.48	99	0.548	113.25
9	H.P.	36	0.204	16.51	44	0.238	57.77
10	Uttarakhand				39	0.207	15.97
11	Uttar Pradesh	66	0.35	22.68	183	0.897	132.13
	<b>EAST</b>						
12	West Bengal						
13	Odisha	65	0.336	21.77	62	0.35	73.47
14	Bihar						
15	Jharkhand	20	0.118	7.64	22	0.097	24.1
16	Chhattisgarh	41	0.209	13.69	71	0.284	50.38
	<b>WEST</b>						
17	Rajasthan	162	0.926	69.92	213	1.257	257.47
18	Gujarat	151	0.708	50.23	141	0.714	161.73
19	Maharashtra	243	0.996	67.77	370	1.614	208.14
20	Goa#						
	<b>North-Eastern States</b>						
21	Arunachal	13	0.068	5.45	32	0.091	20.08
22	Assam	57	0.221	32.53	86	0.36	40.82
23	Manipur				27	0.128	10.37
24	Meghalaya	18	0.03	2.43	29	0.052	9.88
25	Mizoram	16	0.062	5.06	16	0.066	17.14
26	Nagaland	22	0.106	8.56	19	0.083	26.71
27	Sikkim	3	0.015	1.17	3	0.014	3.88
28	Tripura	10	0.03	2.45	10	0.03	8.16
	<b>Grand Total</b>	<b>1324</b>	<b>6.31</b>	<b>501.48</b>	<b>1865</b>	<b>8.824</b>	<b>1496.83</b>

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