

#### **GOVERNMENT OF KARNATAKA**

#### REQUEST FOR PROPOSAL (RFP)

#### NAME OF THE ASSIGNMENT:

Selection of Voluntary Organizations (VOs)/ Non-Government Organizations (NGOs)/ Agencies for Implementing Activities like Awareness Creation, Orientation and Mobilization of people, Capacity Building and Formation of Community based Organizations and training them to undertake Income Generation Activities for their Livelihood and Orientation of Project Functionaries under Watershed Development Component of Pradhan Manthri Krishi Sinchayee Yojana 2.0 (WDC-PMKSY 2.0) Scheme in Manvi Taluk and Raichur district of Karnataka State.

JDA OFFICE ADDRESS

JDA Office Raichur, Raichur (Dist)

Dated:

# PREVIEW OF TENDER AND TIME SCHEDULE

| Sl.<br>No. | Particulars  | Schedule   |
|------------|--|--|
| 1          | REQUEST FOR PROPOSAL   | No. 1/JDA(District)/WDC-PMKSY 2.0/NGO Tender/2025-26 |
| 2          | DATE OF AVAILABILITY OF TENDER DOCUMENT IN E- PROCUREMENT PORTAL | 03-07-2025   |
| 3          | LAST DATE AND TIME FOR SUBMISSION OF TENDERS                     | 15-07-2025   |
| 4          | LAST DATE FOR SUBMISSION OF<br>HARD COPIES                       | 14-07-2025   |
| 5          | TIME AND DATE OF OPENING OF PRE QUALIFICATION TENDER             | 16-07-2025   |
| 6          | TIME AND DATE OF OPENING OF TECHNICAL TENDER                     | 19-07-2025   |
| 7          | TIME AND DATE OF OPENING OF FINANCIAL TENDER                     | 23-07-2025   |
| 8          | PLACE OF OPENING OF TENDERS                                      | Joint Director of Agriculture office, Raichur (Dist) |
| 9          | ADDRESS FOR COMMUNICATION  | Joint Director of Agriculture office, Raichur (Dist) |

# **CONTENT**

| SECTION     | DESCRIPTION                          | PAGE No. |
|-------------|--------------------------------------|----------|
| Section I   | Letter of Invitation                 | 3-4      |
| Section II  | Information to Agencies (ITA)        | 5-12     |
|             | Data Sheet – Information to Agencies | 13-19    |
| Section III | Technical Proposal - Standard Forms  | 20-35    |
| Section IV  | Financial Proposal Forms             | 36-37    |
| Section V   | Terms of Reference                   | 38-50    |
| Section VI  | Standard Form of Contract.           |          |
|             | I Form ofContract                    | 51-55    |
|             | II General Conditions of Contract    | 56-65    |
|             | III Special Conditions of Contract   | 66-68    |
|             | IV Appendices                        | 69-75    |

Tender Inviting Authority Joint Director Of Agriculture, Raichur

#### SECTION I. LETTER OF INVITATION

LOI No.:1/JDA District/WDC-PMKSY 2.0/NGO Tender/2025-26 Dated:-----

Interested agencies shall upload the documents through e-procurement portal on or before -----with in17 hrs. The hard copies of the uploaded documents in sealed cover must be submitted (for reference) to <u>IDA Office Raichur</u>on or before ----------- within office hours.

The agencies will be selected under Least Cost Selection (LCS) following three cover system of evaluation and procedures described in this RFP.

- 1. The RFP includes the following documents:
  - Section 1 Letter of Invitation
  - Section 2 Information to Agencies (Pre-Qualification criteria)
  - Section 3 Technical Proposal Standard Forms
  - Section 4 Financial Proposal Forms
  - Section 5 Terms of Reference
  - Section 6 Standard Form of Contract.
- 6. The proposals must be accompanied by security amount of Rs.20,000/- (Rupees Twenty Thousand Only) as Earnest money deposit (EMD) will have to be in any one of the forms as required by e-procurement portal and shall be valid for 120 days beyond the validity of the tender. Any tender submitted without/reduced amount of earnest money deposit shall be liable for r
- 7. ejection.
- 8. The Selected agencies should submit the Bank Guarantee for **Five Percent of Contract price**at the time of entering into the contract & will be returned after the completion of the Project period. Note: Bank Guarantee should be submitted in the Portal itself by the Selected Agency before Letter of Intent (LOI) acceptance by the Client. After the acceptance of LoI and Bank Guarantee by the Department, Contract will be awarded.
- 9. The proposals will be opened for pre-qualification scrutiny on ----- at 11 hrs., Documents related to Pre-Qualification shall be uploaded in the space

- provided in the Pre-Qualification section only.
- 10. Only Those proposals **who Qualify in** Pre-Qualification stage will be opened for **technical scrutiny on ------ at 11.00 hrs. and**
- 11. Only Those proposals **who Qualify in technical scrutiny** will be opened for **financial scrutiny on ------ at 11.00 hrs.**in JDA Office, Raichur
- 12. The accepting authority reserves the right to discontinue the services of the selected agency/agencies at any time and shall not be liable to pay any compensation on this or any other account. Preference will be given to organizations of Karnataka with fluency in Kannada language

Tender Inviting Authority
Joint Director Of Agriculture,
Raichur

#### **SECTION -II. INFORMATION TO AGENCIES**

#### 1. INTRODUCTION:

- 1.1 The Raichur District JDA will select a firm among those submit the proposal, in accordance with the method of selection indicated in the Data Sheet.
- 1.2 The Agencies are invited to submit Pre-Qualification Criteria based proposal, a Technical Proposal and a Financial Proposal Standard Forms as specified in the Data Sheet (the Proposal) for providing consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected agencies.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Agencies under each phase must be to the client's satisfaction before work begins on the next phase.
- 1.4 The VOs/NGOs/Agencies must familiarize themselves with the local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and on the local conditions, agencies are encouraged to pay a visit to the client before submitting a proposal if required.
- 1.5 The VOs/NGOs/Agencies to attend a pre-bid meeting specified in the Data Sheet. Attending the pre-bid meeting is optional. The VOs/NGOs/Agencies representative can contact the officials named in the Data Sheet to obtain additional information on the Pre-bid meeting. VOs /NGOs/Agencies should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.6 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data andreports.
- 1.7 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.
- 1.8 The Raichur District JDA expectsVOs/NGOs/Agencies to provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. VOs/NGOs/Agencies shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 1.8.1 Without limitation on the generality of this rule, VOs/NGOs/Agenciesshall not

be hired under the circumstances set forth below:

- (a) A firm which has been engaged by the Client to provide services or goods or works or affiliates for a project, shall be disqualified from subsequently providing consulting services for the same project (other than a continuation of the firm's earlier consulting services).
- (b) VOs/NGOs/Agenciesor any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the VO/NGO/TDA/Others.
- 1.8.2 VOs/NGOs/Agenciesmay be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the VOs/NGOs/Agenciesshould take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which VOs/NGOs/Agencieswill be hired for the purpose.
- 1.9 It is GoK policy requirement that VOs/NGOs/Agenciesobserve the highest standard of ethics during the execution of such contracts. In pursuance of this policy, The Raichur District JDA
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
    - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of WDD, and includes collusive practices among Agencies (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive WDD of the benefits of free and opencompetition.
  - (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract inquestion;
  - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a-WDD-financed contract; and
  - (d) will have the right to require that, WDD to inspect VOs/NGOs/Agenciesaccounts and records relating to the performance of the contract and to have them audited by auditors appointed byWDD.
- 1.10 VOs/NGOs/Agencies shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by WDD in accordance with the above sub para 1.9(I &ii).
- 1.11 Agencies to whom order/orders were placed and cancelled by any Government

department or public sector undertaking in the last 15 years, due to Unsatisfactory performance or currently under black list are not eligible. Department holds the right to terminate the agreement if any of the agencies gets black listed subsequently or if comes to know about the same after signing the agreement. Furnishing of wrong/false information is considered as criminal act which calls for criminal action.

- 1.12 If past experience declared by the agencies (Form 3B Agency References) found to be incorrect or the client for whom services were provided declares their services (WDD District Officers declarations in Form-3A(v) or any other department) as unsatisfactory, those proposals will not be considered for evaluation or their proposals may be out rightly rejected by the client before evaluation. Further, on awarding the contract if performance prove to be unsatisfactory as per the declaration by the district level officers, WDD hold the right to suspend the services of such agencies.
- 1.13 NGO/VO/Agency/Others shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the DataSheet.

#### 2. CLARIFICATION AND AMENDMENT OF RFPDOCUMENTS:

- 2.1 NGO/NGO/VO/Agency/Others may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond through e-procurement portal all Agencies who intend to submit the proposals.
- 2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in e- procurement portal through addenda. Addenda shall be published in e-procurement portal to all intended Agencies and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

#### 3. PREPARATION OFPROPOSAL:

3.1 Agencies are requested to submit a Proposal (Para 1.2) written in the language(s) specified in the Data Sheet.

#### **Technical Proposal**

- 3.2 In preparing the Technical Proposal, Agencies are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, VOs/NGOs/Agenciesmust give

particular attention to the following:

- (i) If VOs/NGOs/Agenciesconsider that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual VO/NGO/TDA/Others(s) and/or other VOs/NGOs/Agenciesor entities in a joint venture or sub-consultancy, as appropriate. VOs/NGOs/Agenciesmay associate with the other Agencies invited for this Assignment only with approval of the Client as indicated in the Data Sheet. VOs/NGOs/Agenciesmust obtain the approval of the client to enter into a Joint Venture with VOs/NGOs/Agenciesnot invited for thisassignment.
- (ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.
- (iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.
- (v) Reports to be issued by the VOs/NGOs/Agenciesas part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's officiallanguage.

# 3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section III)

- (i) A brief description of the VOs/NGOs/Agencies and an outline of recent experience on assignments of a similar nature (Section-3B, Section 3A (i to v), 3E). The outline should indicate, the profiles and names of the staff provided, duration of the assignment and firm's involvement for each assignment.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services and facilities to be provided by the Client (Section 3C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing (Section 3E).
- (v) Estimates of the total staff effort (professional and support staff, staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member (Sections 3E & 3F).
- (vi) A detailed description of the Proposed Methodology, Staffing and

Monitoring of Training, if the Data Sheet specifies the training as a major component of the assignment.

- (vii) Any Additional information requested in the Data Sheet.
- 3.5 The Technical Proposal shall not include any financial information

#### Financial Proposal:

- 3.6 In preparing the Financial Proposal, Agencies are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal Activity should follow Standard Forms (Section-4). It lists costs associated with the remuneration for staff,
- 3.7 VOs/NGOs/Agencies shall express their service charges as percentage of the salary component only (Zero and derivatives or decimals up to 0.99 will be rejected).
- 3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the VOs/NGOs/Agencies is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the VOs/NGOs/Agencies who do not agree have the right not to extend the validity of their proposals.

#### 4 SUBMISSION, RECEIPT, AND OPENING OFPROPOSALS:

- 4.1 The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initiated by the person or persons who sign(s) the Proposals.
- 4.2 All the Tender Documents (Every page) that will be uploaded in the e-portal by the NGO should have Signature and Seal of the NGO or an authorized representative of the VOs/NGOs/Agencies to sign with seal on all the pages of the Proposal. The Representative's Authorization is confirmed by a written Power of Attorney accompanying the Proposal (Technical Proposal Form 3A ii).
- 4.3 For each Proposal, the number of copies to be prepared as indicated in the Data Sheet. If there are any discrepancies between the original and the copies of the Proposal uploaded in the Karnataka public procurement portal, the original governs.
- 4.4 The original and all copies of the Pre-qualification and Technical qualification shall be uploaded in the "Pre-qualification" and "Technical Qualification" folders
- 4.5 Service charges should be entered only in terms of Percentage (%) in the "Financial Folder" in Karnataka public procurement portal as specified in the data sheet (Zero and derivatives or decimals up to 0.99 will be rejected)

- 4.6 The completed Technical and Financial Proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal submitted after the closing time for submission of proposals shall be rejected at Karnataka public procurement portal itself.
  - Note: The agency shall not submit ToR& Contract Formats given by WDD which are only for Reference.
- 4.7 After the deadline for submission of proposals the Technical Proposal shall be opened immediately by the inviting authority. The Financial Proposal shall remain sealed and deposited with the Client until all submitted proposals are opened publicly.

#### **5 PROPOSALEVALUATION:**

- 5.1 From the time the proposals are opened to the time the contract is awarded, if any VOs/NGOs/Agencieswish to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the VOs/NGOs/Agenciesproposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority isobtained

#### **Evaluation of Technical Proposals**

5.3 The evaluation committee appointed by the Client as a whole, and each of its memberindividual, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the DataSheet.

#### Public Opening and Evaluation of Financial Proposals; Ranking

After the evaluation of quality is completed, the Client shall notify those Agencies whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be unopened after completing the selection process. The Client shall simultaneously notify the Agencies that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by facsimile, or electronicmail or through e-procurement portal.

- 5.5 The Financial Proposals shall be opened publicly in the presence of the Agencies representatives who choose to attend. The name of the Agencies, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have coasted all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.
- 5.7 The Client will select the lowest proposal ('evaluated' price). The selected Agencies will be invited for negotiations.

#### 6 **NEGOTIATIONS:**

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign acontract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Agencies will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Agencies can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.
- 6.4 Having selected the Agencies on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Agencies may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Agencies will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate acontract.

#### 7 AWARD OF CONTRACT:

- 7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other agencies on the shortlist that they were unsuccessful and the Financial Proposals of those agencies who did not pass the technical evaluation will not be opened(Para5.3)
- 7.2 The Agencies is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

#### **8 CONFIDENTIALITY:**

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Agencies who submitted the proposals or to other persons not officially concerned with the process, until the winning Agencies have been notified that it has been awarded the contract.

#### **DATA SHEET**

#### **Clause Reference**

The name of the Client is: JDA, JDA office, Raichur (Dist)

- 1.1 The method of selection is: Least Cost Selection (LCS) by following <u>Three Cover System.</u>
- 1.2 A Pre-qualification, Technical and Financial Proposals are requested: Yes

  The name, objectives and description of the Assignment is: As per the ToR attached
- 1.3 The Assignment is phased: No
- 1.4 Pre-Bid Meeting will be held: Yes, Date, time and place as specified in the Tender Document
- 1.6 The Client will provide the following inputs
  - 1. Report Formats.
  - 2. Any other formats/information etc. which are essential to implement the contract activities.
  - 1.7.1At present the duration of the project is estimated to be nine months, may be extended based on the requirement on mutual consultation with same terms and conditions
  - 1.7.2 The Client envisages the need for continuity for downstream work: Yes, if required on mutual agreement and rates mentioned in the financial proposal based on Satisfactory performance of the assignment.
- 1.10 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.

#### 1.11Additional Instructions

- a. The VOs/NGOs/Agencies selected should work with the farmers and landless people of the Karnataka State. The Agencies/officials and staff of the Agencies are expected to speak in Kannada language with the people. The officials and staff of the Agencies are expected to write, read and speak fluently in Kannada language.
- b. The agency shall ensure the officials and staff are in possession of working Android Mobiles and have knowledge in usage of Mobile App and Web Application.
- c. Pre-qualification and Technical qualification documents should be uploaded in the respective folders on the Karnataka public procurement portal by carefully reading the given instructions.
- d. All Documents to be uploaded in PDF only. Any document in JPG/JPEG form will be rejected owning to the difficulty in the download & evaluation.
- 3.3 (i) Is Joint Venture is allowed-"No"
- 4.8 In the Financial Folder, Agencies need to enter only service charges in per cent only

- (%) (Zero and derivatives or decimals up to 0.99 will be rejected)
- a) All documents sought have to be compulsorily uploaded along with the RFP application in the Karnataka public procurement portal http://eproc.karnataka.gov.in However, a hard copy of the uploaded technical documents in sealed cover must be submitted to this office,
- b) Hard copy of the financial proposal should not be submitted. The sealed covers will be opened during scrutiny. Only documents submitted with sign & seal of Agencies through e-Portal will be considered for scrutiny. Any other physical documents submitted other than the documents submitted through Karnataka public procurement Portal will not be considered for scrutiny / evaluation. In case differences between the hard copy submitted and one uploaded on the Karnataka public procurement portal, uploaded document shall prevail over the hard copy.
- c) The NGOs/Agencies are advised to ensure that all the relevant documents are uploaded on the **Karnataka public procurement portal in PDF form only and not in jpeg form.** Watershed Development Department/ Agriculture Department is not responsible for the non-traceable documents on the Karnataka public procurement portal. The Agency has to sign and seal on all the Documents and then scan and then upload all the documents on the Karnataka public procurement portal.
- d) The NGOs/Agencies shall be deemed to have carefully examined the terms and conditions before applying for the RFP.
- e) The District JDA Raichur reserves the right to accept/reject any application or cancel the tender process without assigning any reason what so ever.
- f) Any changes in the schedule will not be published through Newspapers and further changes will be updated only on Karnataka public procurement portal.
- g) The NGO who is awarded the assignment, should not sub-contract assigned task to another party and be able to complete the task on its own as required by the concerned as per the agreement.
- h) If required, officer of the Department may visit the NGO establishment at the address given in the technical bid for physical verification of the details given in the technical bid. It is the responsibility of the NGO to furnish all the details at the given address without fail.
- i) Client holds the right to inspect the Book of Accounts & Bank Statement of the consultant (duly signed Authorized Chartered Accountant and copy submitted to concern department i.e., District Registrar of Co-operative societies (DRCS)/Registrar of companies/Income Tax department etc.,) to authenticate the Turn over statements and Balance sheet furnished. If it is found incorrect, Client holds the right to outrightly reject the proposal at any point of Time.
- j) If in any instance, information or the documents furnished by any of the Agencies are found to be incorrect or fake; such Agencies will be out rightly terminated from the contract and shall be debarred from further participation.

- k) NGO found to be non-performing will be rejected during technical scrutiny or even after selection as per the agreed conditions, the Department holds the right to terminate their services by giving due notice (as per the report of District Officers on Non-Performance of NGOs).
- l) The final decision regarding selection of Agencies and allocation of work will rest with the district IDA Raichur
- m) Selected NGOs/Agencies shall enter into an agreement with District Joint Director of Agriculture of allotted District(s) after meeting all the requirements as per the terms of the RFP by signing the contract on a Rs.200/- stamp paper.
- n) Incomplete / unsigned proposals uploaded in the portal will not be considered.
- o) All the Annexures and Forms shall be signed by the Authorized Signatory with name and seal of the agency.
- Any of the proposals may be rejected based on the poor performance of Agencies in the past in the projects under previous schemes of Watershed Development Department.

| Sl.<br>No | NGO staff  | No.<br>Requ<br>ired | Educational<br>Qualification  | Experie<br>nce         | Roles and<br>Responsibility   |
|-----------|--|---------------------|---|------------------------|---|
| 1.        | Team Leader cum community organizer cum documentatio n specialist. | 1                   | Bachelor degree in Agriculture & Allied Subjects from recognised State Govt. Agriculture & Horticulture Universities/ Post graduation in any subject with experience in Community mobilization/documenta tion | Minimu<br>m 5<br>years | <ul> <li>Overall         monitoring the         Agency activities.</li> <li>Attending the         meetings,         providing         periodical reports</li> <li>Guiding the         Training cum IGA         Specialist and WA         in day- today         activities</li> </ul>      |
| 2.        | Training cum IGA Specialist  | 1                   | Any Degree with experience in IGA/SHG activities.   | Minimu<br>m 5<br>years | <ul> <li>Organizing trainings to CBO</li> <li>Attending the EC meetings</li> <li>Maintenance of office and EC documents</li> <li>Participation in awareness building, CBO formation, and oversee CBO functioning</li> <li>Ensure CBO participation in watershed implementation</li> </ul> |

| 3. | Project       | 1 | Any degree along with   | Minimu | • Documentati | on of  |
|----|---------------|---|-------------------------|--------|---------------|--------|
|    | Assistant cum |   | experience in MS-Office | m 2    | program       | files, |
|    | Data Entry    |   | and well versed with    | years  | assisting     | in     |
|    | Operator      |   | English and Kannada     |        | preparation   | of     |
|    |               |   | typing                  |        | reports and   | letter |
|    |               |   |                         |        | corresponder  | nce    |

Note: \* No. of staff proposed are fixed for any given project in the Taluk

NGOs are expected to provide Facilities of Android mobile phones along with the Technical man power who shall be able to work through Mobile App and should conduct Survey through Mobile App (Android Mobiles) and DPR preparations through Web Application.

- (iii) Reports which are part of the assignment must be written in the following language: English or Kannada as per the requirement. If any of the reports/documents meant for the reference of farmers/farmer groups, such documents shall be prepared in Kannada.
- (iv) Staff proposed in the assignment should accompany with the Consultants at the time of contract signing.
- 3.3. Training is an important feature of this Assignment: Yes, Awareness building activities and capacity building activities are core focus of the assignment; details are furnished in ToR
- 3.4 Additional Information in the Technical Proposal includes: Proposals must remain valid for 120 days after the last date of submission.

#### **PROPOSAL EVALUATION**

The proposals will be evaluated in three stages:

- A. Pre-Qualification
- **B. Technical Qualification**
- C. Financial Proposal
- **A. Pre-Qualification Criteria:**Documents required for Pre-Qualification Scrutiny and technical Evaluation are to be uploaded in Pre-Qualification section of the portal. Those who are qualified in Pre-Qualification will be eligible for Technical Evaluation (All the Technical standard forms 3A(i to v), 3B, 3C, 3D, 3E, 3F & 3G (i to ix) provided in Section III are to be uploaded in the portal).

| Sl.<br>No | Criteria  | Documents duly certified by the Competent<br>Authority to be Uploaded   |
|-----------|---|---|
| 1.        | Agency should be a legally registered entity in India under the relevant Act or any institution established under any Act of Government of India or State and in existence for last 15 years shall be eligible  | Certificate of registration/incorporation of the organization from a competent Government Authority and Renewal Certificate for the Year 2024-25.   |
| 2.        | The Agency should have Cumulative turnover of Rs.200 Lakhs during the last 5 financial years (2020-21, 2021-22, 2022-23,2023-24 & 2024-25).   | Details as per Form 3G(vii) of Section III, Copy of Annual turnover certificate and Balance sheet issued by authorized Chartered Accountant and Audit Report (comprising of Receipts & payments, Income & Expenditure) for last five years already submitted to concerned department i.e., District Registrar of Co-operative societies (DRCS)/Registrar of companies/Income Tax department etc. (Statement of Income to be enclosed for all the 5 years) to be uploaded. |
| 3.        | The Agency should have performed the NGO role in implementation of minimum of five(5) watershed/NRM/Livelihood projects since last 15 years; among them at least one should be a watershed project. (Activities on slum development, child welfare, drinking water supply, catering services, supply of stationeries, civil works will not be considered) | Details as per Form 3G(ii) of Section III and Copy duly certified by Officer not less than the Rank of Joint Director (District Head) or equivalent rank Officer in other departments to be uploaded.   |
| 4         | The Agency should have promoted minimum 100 numbers of Community based organizations like SHGs/JLGs/FIGs/AGs/FPOs etc.,   | Details as per Form 3G(iii), details of the CBOs formed under different schemes/projects duly certified by Officer not less than the Rank of Joint Director (District Head) or equivalent rank Officer in other departments to be   |

|    |   | uploaded.  |
|----|---|--|
| 5  | The Agency should have conducted minimum of 100 capacity building trainings to Community based organizations like SHGs/JLGs/FIGs/AGs/FPOs etc.,   | Details as per Form 3G(iv), details of the CBOs trained under different schemes/projects duly certified by Officer not less than the Rank of Joint Director (District Head) or equivalent rank Officer in other departments to be uploaded.  |
| 6  | The Agency should have established credit linkages to minimum of 50 SHGs/FPOs/JLGs.   | Details as per Form 3G(iii), details of the CBOs trained under different schemes/projects duly certified by Officer not less than the Rank of Joint Director (District Head) or equivalent rank Officer in other departments to be uploaded. |
| 7  | The Agency should not have been barred/blacklisted at any time by any CentralGovernment Department/consultant/Public Sector Unit (PSU / of the Central Government or any State Government and by World Bank or any other bilateral Consultants. | Notarized Affidavit on letter head of the agency to be enclosed in Form 3A(iii) & furnish the same details in Form 3G(i).  |
| 8  | The NGO/VO/Agency/Others shall have the firm registered with NGO Darpan Portal of NITI Aayog and copy of the registration certificate along with unique ID generated from Darpan portal should be enclosed.                                     | Registration certificate along with unique ID generated from Darpan portal of NITI Aayog to be uploaded & furnish the same details in Form 3G(i).  |
| 9  | The NGO/VO/Agency/Others shall enclose GST registration certificate   | GST registration Certificate to be uploaded & furnish the same details in Form 3G(i)   |
| 10 | The NGO/VO/Agency/Others should have filed IT returns for the last five (5) Financial years (2020-21, 2021-22, 2022-23,2023-24 & 2024-25).  | Copy of ITR acknowledgement for last 5 Financial years (2020-21, 2021-22, 2022-23,2023-24 & 2024-25)& furnish the same details in Form 3G(i)   |

#### NOTE

- All the Pre-qualification criteria should be mandatorily satisfied to be considered for Technical Evaluation. All the documents (with Sign & Seal of the NGO) in this regard to be uploaded in the portal. If any one of these criteria is not satisfied and any one of the documents is not uploaded, such agencies will be treated as non-responsive from further Evaluation.
- 2 Activities on slum development, child welfare, drinking water supply, catering services, supply of stationeries, civil works will not be considered for Technical qualifications.
- 3 Documents related to Pre-Qualification shall be uploaded in the space provided in the Pre-Qualification section only.
- 4 The Technical Proposal will be opened only for those agencies who qualify in the Pre- qualification criteria

#### B. Technical Proposal Evaluation Criteria

Documents to be uploaded as a proof for meeting the Pre-qualification criteria and technical qualifications (All the Documents to be signed with seal of the NGO & duly attested by the Competent Authority and to be uploaded in PDF form in the respective folders/sections on e-procurement portal).

- a) Technical Proposal Standard Forms 3A (I, ii, iii, iv, v), 3B, 3C, 3D, 3E, 3F, 3G (i, ii, iii, iv, v, vi, vii, viii & ix).
- b) Certificate of registration/incorporation of the organization from a competent Government Authority and Renewal Certificate for the Year 2024-25.
- c) Duly certified Annual Turnover Certificate (comprising of Receipts & Payments, Income & Expenditure) and Balance sheet issued by authorized Chartered Accountant and Annual Audit Reports for last 5 years (2020-21,2021-22,2022-23,2023-24 and 2024-25) along with copy of statement of income submitted to Concerned Authority i.e., Registrar of Co-operative societies/Registrar of companies/Income Tax department etc. to be enclosed for substantiation. (Accounts submitted in tender document to be same as already submitted to concern department).
- d) Proof of performing the NGO role in implementation of minimum of 3 multiyear watershed/NRM/Livelihood projects in last 15 years, among them one should be watershed projects (enclose certified copy from District officers and Agreement & project completion certificate with report) (activities on slum development, child welfare, drinking water supply, catering services, supply of stationeries, civil works will not be considered)
  - i) Whether completed project or Ongoing project & if so, Document to be enclosed accordingly
  - ii) Agreement Copy.
- e) Proof of formation of Community based Organizations (SHGs, UGs, ECs, FPOs) (duly certified by Officer not less than the Rank of Joint Director (District Head) or equivalent rank Officer in other departments to be uploaded).
- f) Proof of conducting capacity building activities & Trainings (duly certified by Officer not less than the Rank of Joint Director (District Head) or equivalent rank Officer in other departments to be uploaded).
- g) Proof of establishing credit linkages to SHGs/JLGs/FPOs (duly certified by Officer not less than the Rank of Joint Director (District Head) or equivalent rank Officer in other departments to be uploaded).
- 4.3 Agencies must upload original copies on Karnataka public procurement portal and

- submit the hard copies at clients address on or before the date mentioned in schedule of Procurement.
- 4.4 The proposal submission address is: only in the Karnataka public procurement portal
- 4.5 Date and timing of submission of RFP: Date and time as mentioned in the time schedule of Tender Document.
- 4.8 Opening of RFP proposals will be done on the date &time as specified in time schedule of Tender Document. The scrutinizing committee will carry out a detailed scrutiny for technical specifications at a later date. If any information provided by the Consultants is incomplete or found false or misleading, such firms will be summarily rejected/removed without any notice at any time during the validity of the RFP and are liable for penalties as applicable.
  - 5.1 The address to send information to the Client is: JDA Office Address ,JDA Office Raichur, Raichur (Dist)

#### **EVALUATION OF TECHNICAL PROPOSAL**

5.2 The number of points to be assigned for each of the evaluation criteria are as below (Supporting documents to be uploaded in the Pre-Qualification and Technical section with respective names for folders/sections to meet each criterion on e-procurement portal in PDF form):

| Sl.<br>No | Criteria  | Points               | Documents to be uploaded   |
|-----------|---|----------------------|--|
| 1         | Experience of the NGO (Details of past experience during last 15 years >20 Years 15 to 20 Years 15 Years  | 15<br>15<br>10<br>5  | Technical qualification in form 3 G (ii) (duly certified by Officer not less than the Rank of Joint Director (District Head) or equivalent rank Officer in other departments to be uploaded)   |
| 2         | Working experience of agency in the field of Agriculture/watershed development/natural resource management for carrying out activities like formation of Community based organizations/conducting trainings to CBOs/FPO promotion/Income Generating Activities. | 25                   | Technical qualification form 3 G(ii) (duly certified by Officer not less than the Rank of Joint Director (District Head) or equivalent rank Officer in other departments to be uploaded)   |
|           | >20 Projects 15 to 20 Projects 11 to 15 Projects 6 to 10 Projects   | 25<br>20<br>15<br>10 |  |
| 3         | 5 projects  Cumulative turnover of the NGO during the last 5 financial years(2020-21, 2021-22,2022-23,2023-24 and 2024-25).   | 5<br>25              | Copy of annual turnover certificate (comprising of Receipts & Payments & Income & Expenditure) for last 5years (2018-19,2019-20, 2020-21,2021-22 and 2022-23) issued by  |
|           | >300 lakhs  Rs.251 lakhs to 300 Lakhs  Rs. 226-250 Lakhs  | 25<br>20<br>15       | duly signed Authorized Chartered Accountant and copy submitted to concern department i.e., District Registrar of Co-operative societies (DRCS)/Registrar of companies/Income Tax department etc. (Statement of Income for all the 5 years) to be enclosed. 2.As specified in Form 3 G (vii) Technical Proposal |
|           | Rs. 200-225 Lakhs   | 10                   | 4  |
| 4         | Experience in Formation of Community Based Organizations (CBOs)(SHG/UG/EC/JLG/) >175  | 10                   | <ol> <li>Form 3 G(iii)Technical Proposal.</li> <li>Registration certificate in case of<br/>FPO formation is compulsory.</li> <li>Attach project wise list of CBOs</li> </ol>   |

| Sl. | Cuitaria                                   | Dainta   | D  |
|-----|--|----------|--|
| No  | Criteria                                   | Points   | Documents to be uploaded                                       |
|     | 151 to 175                                 | 8        | formed (duly certified by Officer                              |
|     | 126 to 150                                 | 6        | not less than the Rank of Joint                                |
|     | 120 to 130                                 | O        | Director (District Head) or equivalent rank Officer in other   |
|     | 100 to 125                                 | 4        | departments to be uploaded).                                   |
|     |  |          | are the control of the approximation.                          |
|     |  |          |  |
| _   |  |          |  |
| 5   | Experience in conducting the Capacity      | 10       | 1) Form 3 G(iv)Technical Proposal.                             |
|     | Building Trainings to CBOs (SHG/UG/EC/JLG) |          | 2) Training Photos with project information (copy certified by |
|     | >175                                       | 10       | District officers also to be                                   |
|     | 151 to 175                                 | 8        | enclosed)  |
|     | 126 to 150                                 | 6        | project wise list of trainings                                 |
|     | 100 to 125                                 | 4        | conducted to be enclosed (duly                                 |
|     |  |          | certified by Officer not less than                             |
|     |  |          | the Rank of Joint Director<br>(District Head) or equivalent    |
|     |  |          | rank Officer in other  |
|     |  |          | departments) to be uploaded)                                   |
| 6   | Experience in formation of FPOs            | 5        | Form 3G (v)Technical Proposal.                                 |
|     | 1 mark per FPO (Max. 5)                    | 5        | Certificate from the Concerned                                 |
|     |  |          | Authority, (duly certified by Officer                          |
|     |  |          | not less than the Rank of Joint                                |
|     |  |          | Director (District Head) or                                    |
|     |  |          | equivalent rank Officer in other departments to be uploaded)   |
|     |  |          | departments to be uploaded)                                    |
| 7   | Experience in promoting minimum 5          | 5        | 1) Form 3G (vi)Technical Proposal.                             |
|     | IGA Activities in                          | _        | 2) Attach project wise list of IGA                             |
|     | >3 districts.                              | 5        | activities promoted (duly                                      |
|     |  |          | certified by Officer not less than the Rank of Joint Director  |
|     | 2-3 districts                              | 3        | (District Head) or equivalent                                  |
|     |  |          | rank Officer in other departments                              |
|     | 1 district                                 | 2        | to be enclosed) Activity Photos                                |
|     |  |          | with project information                                       |
| 8   | Experience in establishing credit          | 5        | 1) Form 3G (iii) Technical                                     |
|     | linkages to CBOs/SHGs/FPOs                 | _        | Proposal.  |
|     | >100 Groups                                | <i>5</i> | 2) Credit sanction letter /Sanction letter of equity           |
|     | 76 to 100 Groups 50 to 75                  | 2        | grant or any credit (duly                                      |
|     | 30 t0 / 3                                  |          | certified by Officer not less                                  |
|     |  |          | than the Rank of Joint   |
|     |  |          | Director (District Head) or                                    |
|     |  |          | equivalent rank Officer in                                     |
|     |  |          | other departments to be  |
|     |  |          | uploaded)  |
|     |  |          |  |

#### Note:

- 1. All the uploaded documents in e-portal shall be duly signed by concerned authority/person to whom PoA is given.
- 2. NGOs experience on Activities related to slum development, child welfare, drinking water supply, supply of stationeries, watershed Works, catering services will not be considered for evaluation.
- 3. Agencies who are not Qualified in Pre-Qualification are rejected/disqualified for further Tender Evaluation.
- 4. The Cut off marks for NGOs Eligibility to implement Activities in the Project areas under PMKSY-WDC 2.0 will be 75 marks.
- 5. The Financial Proposal will be opened only for those Agencies who scored 75 and above in the Technical Evaluation.
- 6. If there is a tie in L1 Quotes of the Agencies, then the cumulative Financial Turnover will be considered for awarding the contract (Bidder with comparatively higher Turnover will be awarded the contract) However, final selection and allocation of project lies with the discretion of the Tender Accepting Authority.
- 5.3 The Agency shall ensure sufficient and exclusive manpower and resources for this project, if and in case, any of the selected NGO/agency is already performing the role of FNGO/CBBOs in the district under any projects like CEPMIZ, REWARD, FPO program etc. Details to be furnished in the table enclosed as per 3A(iv))

The address for negotiations is: JDA Office Address, JDA Office Raichur, Raichur (Dist)

- 6.1 Date of commencement of assignment: Date of Signing of the contract.
- 6.2 Mere qualification in technical round will not be considered as award of work by WDD,

Whatsoever. Hence, technically qualified NGO will not have any right to demand any work from WDD.

#### 7.4 Legal Terms & Compliance

- a) In respect of any dispute arising out of implementation of this RFP, the decision of the Tender Inviting/Accepting Authority shall be final.
- b) For any legal remedies only the courts at Respective Districts shall have the jurisdiction.
- c) Tender Inviting/Accepting Authority reserves the right to reject the application even after opening the technical proposals without assigning any reason what so ever.
- d) The Tender Inviting/Accepting Authority reserves the right to discontinue the firm from the panel at any time and shall not be liable to pay any compensation on this or any other account.
- e) The validity will start from signing of the agreement with Implementing Agencies.
- f) The Tender Inviting/Accepting Authority reserves the rights to extend the validity period of the agreement.

Note: The Contract is subject to availability of grants.

# **SECTION -IIICHECK LIST**

| SL.<br>NO. | The Details of the Document   | Document to be submitted in the same name in one folder | Submission<br>status<br>(Yes/No) |
|------------|---|---|----------------------------------|
|            | <u>Technical Proposal forms</u>   | 3 A   |                                  |
| 1          | Technical Proposal Submission Form  | i   |                                  |
| 2          | POWER OF ATTORNEY (On Rs. 200/- stamp)  | ii  |                                  |
| 3          | Notarized Affidavit   | iii   |                                  |
| 4          | Details of NGO staff working at present under WDD & other departments if any.   | iv  |                                  |
| 5          | NGOs performance Certificate from the Taluk/District Implementing Agency (scanned copy to be enclosed with sign & seal of the implementing Agency).   | V   |                                  |
| 6          | AGENCY references.  | 3 B   |                                  |
| 7          | Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.   | 3 C   |                                  |
| 8          | Description of the methodology and work plan for performing the assignment  | 3 D   |                                  |
| 9          | Professional /Technical Strength of the Agency (Team composition and task assignments) to work in projects assigned.  | 3E  |                                  |
| 10         | Activity (Work) Schedule  | 3F  |                                  |
|            | Service/Activities  | I   |                                  |
|            | Completion & Submission of Reports  | II  |                                  |
| 11         | Technical Qualification for this form 3G i to ix & duly certified by Officer not less than the Rank of Joint Director (District Head) or equivalent rank Officer in other departments to be uploaded. (Activities on slum development, child welfare, drinking water supply, supply of stationeries, watershed Works, catering services will not be considered) | 3G  |                                  |
|            | Details of the Institute  | i   |                                  |
|            | Details of past experience in implementation of watershed, agriculture and natural resource management Programmes   | ii  |                                  |
|            | Experience in formation of Community based  | iii   |                                  |

|    | organizations (CBOs) & credit linkage established                 |                        |  |
|----|---|------------------------|--|
|    | Experience in conducting Capacity Building Trainings to CBOs      | iv                     |  |
|    | Experience in formation/promotion of FPOs                         | V                      |  |
|    | Experience in promoting IGA Activities                            | vi                     |  |
|    | Financial Turn Over of the Agency in last 5 years                 |                        |  |
|    | (2020-21, 2021-22, 2022-23,2023-24 and 2024-25)                   | vii                    |  |
|    | Existing Staff Strength of the Agency                             | ix                     |  |
|    | A. Details of key technical/professional staff of the Agency      | A                      |  |
|    | B. Details of key Administrative & Accounting staff of the Agency | В                      |  |
|    | C. Details of Awards or recognitions received, if any             | С                      |  |
|    | D. Address and contact numbers of previous clients (at least 3)   | D                      |  |
| 12 | FINANCIAL PROPOSAL  |                        |  |
|    | Bidders to quote/enter percentage (%) for                         | bidders should quote   |  |
|    | services charges against Salary component (Sub                    | "Service Charges" in   |  |
|    | Total I of 4B Breakdown of Costs).                                | percentage (%)         |  |
|    |   | against this amount in |  |
|    |   | the financial folder.  |  |
|    |   | (Those Bidders who     |  |
|    |   | quote Zero and         |  |
|    |   | Derivatives from 0 to  |  |
|    |   | 0.99 will be rejected) |  |

**Note:** All the Annexures and Forms shall be signed by the Authorized Signatory with name and seal of the agency. Documents to be uploaded as a proof for meeting the technical qualifications (All the Documents to be certified by the NGO & duly certified by the Competent Authority). All Incomplete / unsigned proposals uploaded in the portal will not be considered and are liable for refection.

#### TECHNICAL PROPOSAL STANDARD FORMS

# 3A(i). <u>Technical Proposal Submission Form</u>

| [Location, Date]  |   |
|---|---|
| FROM: (Name of Consultant)  | TO: (Name and Address of Client)  |
| Sir,  |   |
| Subject: Hiring of Consultancy Service for Selectio<br>Government Organizations (NGOs)/ Agencies<br>Orientation and Mobilization of people, Capacity<br>Institutions and Training and Orientation of proj<br>Scheme in Raichur district of Karnataka State Tech | for Implementing Awareness Creation  Building and Formation of Community  Ject functionaries under PMKSY-WDC 2. |
| I, the undersigned, offer to provide the accordance with your Request for Proposal dated hereby submitting our Proposal which includes Proposal through Karnataka public procurement p  | [XX/YY/2024], and our Proposal. We are this Technical Proposal and Financial                                    |
| If negotiations are held during the period [XX/YY/2024], we undertake to negotiate on the bis binding upon us and subject to the modifications. We understand you are not bound to accept   | pasis of the proposed staff. Our Proposal s resulting from contract negotiations.                               |
| We remain,  | Yours sincerely,<br>Authorized Signature:   |
|   | Name and Title of Signatory:  |
|   | Name of Consultant:   |
|   | Address:  |

# **3A(ii) POWER OF ATTORNEY** (On Rs. 500/- stamp paper)

| Date:                              |
|------------------------------------|
| То                                 |
| The Joint Director Of Agriculture. |
| Raichur. Raichur (Dist)            |
| Sir,                               |
| I / We,                            |
| For and on behalf of M/s           |
| Authorized Signatory               |
| (Signature)                        |
| Name                               |
| Designation                        |

# 3A(iii) NOTARIZED AFFIDAVIT (On Rs. 500/- stamp paper)

| Re | ef. No: Date:  |
|----|--|
| То | ),   |
| Jo | int Director Of Agriculture,   |
| JD | A Office Raichur, Raichur (Dist)   |
| D  | Pear Sir/Madam,  |
| I  | /We here by certify that,  |
| 1) | My /our firm/ Company/Society/Trust/Organization has not been debarred/blacklisted by any Central Government/State Government/Govt. Departments and/or Agency such as UN/World Bank/bilateral/multi-lateral SS funding/partner Agency and corporate including CPSEs, at any time for services of any description.                          |
| 2) | Our firm has been legally compliant by all laws, regulations and provisions made by Government of India /any State Governments.  |
| 3) | I have read and understood the terms and conditions relevant to the notification no dated and submitted the Request for Proposal application in accordance with the terms and conditions of the above-referred notification.   |
| 4) | The information furnished in the tender document are true and factual and if any information furnished is found to be incorrect and any of the conditions are not fulfilled, I clearly agree that our tender may be terminated at any point of time at my own cost & the department will have the right to initiate any action deemed fit. |
|    | Yours faithfully   |
|    | Date: (Signature of the Authorized   |
|    | Place: signatory) (Name and designation of the Authorized signatory)   |
|    | Seal of the Agency   |

#### 3A(iv). Details of NGO Staff Working at present in Karnataka State

#### Name of the NGO:

| Sl. No. | Name of the Staff &<br>Designation | Project &<br>District | Department | Works Assigned |
|---------|------------------------------------|-----------------------|------------|----------------|
|         |                                    |                       |            |                |
|         |                                    |                       |            |                |
|         |                                    |                       |            |                |
|         |                                    |                       |            |                |
|         |                                    |                       |            |                |

Note: copy duly certified by Officer not less than the Rank of Joint Director (District Head) or equivalent rank Officer in other departments to be uploaded.

# 3A(v). NGOs performance Certificate from the Taluk/District Implementing Agency (scanned copy to be enclosed with sign & seal of the implementing Agency).

#### Name of the NGO:

| Sl.<br>No | NGOs Activities in the project areas (activities on slum development, child welfare, drinking water supply, supply of stationeries, catering services, civil works will not be considered) | Department | List of Activities Completed (No. of CBOs formed, CBOs trained on what aspects, IGA or Livelihood Activities undertaken by the SHGs/FPOs in the Project Areas) |
|-----------|--|------------|--|
|           |  |            |  |

Note: copy duly certified by Officer not less than the Rank of Joint Director (District Head) or equivalent rank Officer in other departments to be uploaded.

#### **3B. AGENCY REFERENCES**

Relevant Services Carried Out in the Last Five Years That Best Illustrate QualificationsUsing the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted

|  | :  | Country:  |  |  |
|--|--|---|--|--|
| Location within Co   | ountry:  | Key professional staff Provided by  |  |  |
|  |  | Your Firm/entity(profiles):   |  |  |
| Name of Client:  |  | No. of Staff:   |  |  |
| Address:   |  | No. of Staff-Months; duration of assignment:  |  |  |
| Start Date (Month/Year):   | Completion Date (Month/Year):                          | Approx. Value of Services Rs.:  |  |  |
|  | d Consultants, if any:                                 | No. of Months of Key professional staff, provided by Associated Consultants:              |  |  |
| performed:   |  | ator, Team Leader) involved and functions   |  |  |
| trained, bank link   | ages established, federation fo                        | related information like no. of CBOs forme ormed, skill trainings imparted etc.:          |  |  |
| Description of Act   | ual Services Provided by You                           | r Staff:  |  |  |
|  |  | -   |  |  |
| 3C.COMMENTS AND  | SUGGESTIONS OF CON                                     | Signments completed separately  ISULTANTS ON THE TERMS OF  CILITIES TO BE PROVIDED BY THE |  |  |
| 3C.COMMENTS AND REFERENCE AND ON   | SUGGESTIONS OF CON<br>DATA, SERVICES, AND FA           | SULTANTS ON THE TERMS OF  |  |  |
| 3C.COMMENTS AND<br>REFERENCE AND ON<br>CLIENT  | SUGGESTIONS OF CON<br>DATA, SERVICES, AND FA           | SULTANTS ON THE TERMS OF  |  |  |
| 3C.COMMENTS AND REFERENCE AND ON CLIENT On the Terms of Refere   | SUGGESTIONS OF CON<br>DATA, SERVICES, AND FA           | SULTANTS ON THE TERMS OF  |  |  |
| 3C.COMMENTS AND REFERENCE AND ON CLIENT On the Terms of Reference 1.   | SUGGESTIONS OF CON<br>DATA, SERVICES, AND FA           | SULTANTS ON THE TERMS OF  |  |  |
| 3C.COMMENTS AND REFERENCE AND ON CLIENT On the Terms of Reference 1. 2. 3.   | SUGGESTIONS OF CON<br>DATA, SERVICES, AND FA           | SULTANTS ON THE TERMS OF CILITIES TO BE PROVIDED BY THE                                   |  |  |
| 3C.COMMENTS AND REFERENCE AND ON CLIENT On the Terms of Reference 1. 2. 3.   | SUGGESTIONS OF CON<br>DATA, SERVICES, AND FAC<br>ence: | SULTANTS ON THE TERMS OF CILITIES TO BE PROVIDED BY THE                                   |  |  |
| 3C.COMMENTS AND REFERENCE AND ON CLIENT On the Terms of Reference 1. 2. 3. On the data, services, and the data and the dat | SUGGESTIONS OF CON<br>DATA, SERVICES, AND FAC<br>ence: | SULTANTS ON THE TERMS OF CILITIES TO BE PROVIDED BY THE                                   |  |  |
| 3C.COMMENTS AND REFERENCE AND ON CLIENT On the Terms of Reference 1. 2. 3. On the data, services, and 1.   | SUGGESTIONS OF CON<br>DATA, SERVICES, AND FAC<br>ence: | SULTANTS ON THE TERMS OF CILITIES TO BE PROVIDED BY THE                                   |  |  |
| 3C.COMMENTS AND REFERENCE AND ON CLIENT On the Terms of Reference 1. 2. 3. On the data, services, and 1. 2.  | SUGGESTIONS OF CON DATA, SERVICES, AND FACE            | SULTANTS ON THE TERMS OF CILITIES TO BE PROVIDED BY THE                                   |  |  |
| 3C.COMMENTS AND REFERENCE AND ON CLIENT  On the Terms of Reference 1.  2.  3.  On the data, services, and 1.  2.  3.  (Can use as many page)   | SUGGESTIONS OF CON DATA, SERVICES, AND FACE            | SULTANTS ON THE TERMS OF CILITIES TO BE PROVIDED BY THE                                   |  |  |

# 3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

| 2) Metho<br>3)Work P |                        |      |   |
|----------------------|------------------------|------|---|
| (Can use             | as many pages required |      |   |
| Agency's             | Name:                  |      |   |
| Signatur             | e with Seal:           |      | _   |
|                      | •                      |      | gency (Team composition and task posed under PMKSY-WDC 2.0. |
| Sl. No.              | Key Expert             | Name | Qualification, Experience & Trainings undergone             |

| Agency's Name:         |  |
|------------------------|--|
| Signature with Seal: _ |  |

#### **NOTE**

1

2

3

Team leader

Training cum IGA specialist

Project Assistant cum DEO

1) Design

Proposed staff need to dedicate their entire time for the project only, if they are found to be working in any other projects, district JDA holds the right to terminate that staff and can take suitable replacement within 10 days. Depending on the number of Projects, each project will have 3 project staff. Projects duration may be extended based on projects performance by GoI.

# 3F.ACTIVITY (WORK) SCHEDULE

I. Services/Activities: This is the Abstract of Activities to be performed by the NGO staff in the project areas.

| Sl.<br>No. | Details of Activities  | Time schedule in (No. of months or Days) |
|------------|--|--|
| 1.         | Setting up of full-fledged Infrastructure with trained staff at Project level  |  |
| 2.         | Base Line data collection using Mobile App.  |  |
| 3.         | Net Planning (Ha)  |  |
| 4.         | DPR preparation using Web App. for final submission  |  |
| 5.         | Awareness Creation 1. Jatha 2. Street play 3. Grama Sabha 4. PRA exercise 5. Wall painting/Hoarding 6. Others if any |  |
| 6.         | Formation of Community Based Organizations/ SHGs UGs WCs FPOs  |  |
| 7.         | Grading of SHGs  |  |
| 8.         | CBO trainings to SHGs, UGs, WCs members  |  |
| 9.         | Village based trainings  |  |
| 10.        | EAP training to SHGs   |  |
| 11.        | Identification of Individual/Group IGA Activities  |  |
| 12.        | SEDP Trainings   |  |
| 13.        | Exposure visits to the community 1. Within District 2. Within state 3. Outside the State                             |  |
| 14.        | Preparation of livelihood action plan and its approval   |  |
| 15.        | Starting of IGA Activities by SHG members  |  |
| 16.        | Bank Linkages to SHGs  |  |
| 17.        | SHGs Linkage to NRLM   |  |
| 18.        | Exit Protocol and submission of report for having performed activity as per item III- 1(21) of Section V.            |  |

# II. Completion and Submission of Reports

| Sl.<br>No. | Reports  | Contents that will be submitted |
|------------|--|---------------------------------|
| 1          | Inception Report (One time only)   |                                 |
| 2          | Monthly progress reports (As prescribed in the activity (work) schedule in a specific format)  |                                 |
| 3          | <ul> <li>Draft completion report</li> <li>I. Consolidated Report on all the activities (Base line Survey, Awareness creation, CBOs formed &amp; Trainings for SHG, UG, EC, EAP, SEDP</li> <li>II. Success Stories of SHGs &amp; Video documentation of all Trainings and IGA Activities/Livelihood Activities undertaken in project areas.</li> <li>III. Exit Protocol and submission of report for having performed activities as per Item III-1(21) of Section V.</li> </ul> |                                 |
| 4          | Final completion report  |                                 |
| 5          | Any other report sought by the client  |                                 |

### 3G. Technical Qualification

# (To be Uploaded in one folder all from 3G (i to ix) along with enclosures)

(Copy duly certified by Officer not less than the Rank of Joint Director (District Head) or equivalent rank Officer in other departments to be uploaded)

# (i) Details of the Institute/NGO

| Sl.<br>No. | Details to be furnished   | Particulars to be filled<br>in this column &<br>specify uploaded<br>Yes/No    |  |
|------------|---|---|--|
| 1.         | Name and Address of the Agency  |   |  |
| 2.         | Local Address of the Agency   |   |  |
| 3.         | Details of Authorized Representative  |   |  |
| a.         | Name  |   |  |
| b.         | Designation   |   |  |
| c.         | Complete Address for Correspondence   |   |  |
| c.         | Phone Number (Office)& Mobile contacts  |   |  |
| d.         | Fax Number (Office)   |   |  |
| e.         | Cell Number   |   |  |
| f.         | E-mail ID   |   |  |
| 4.         | Tender reference  |   |  |
| 5.         | Tender processing fee details   | Date:<br>Amount:  |  |
| 6.         | Status of the Institution  1. Sole proprietorship  2. Partnership firm  3. Private Ltd  4. Public Ltd  5. NGO  6. Others specify  |   |  |
| 7.         | Certificate of registration/incorporation of the organization from a competent Government Authority Registration no. and date and Annual Renewal certificate and date (Upload scanned copy & specify enclosed Yes/No) | Upload scanned copy & specify enclosed Yes/No                                 |  |
| 8.         | Mention Unique ID generated from Darpan portal of NITI Aayog and copy of the registration certificate should be enclosed.   | Upload scanned copy of the registration certificate & specify enclosed Yes/No |  |
| 9.         | Mention GST Registration certificate No. and date   | Upload scanned copy & specify enclosed Yes/No                                 |  |
| 10         | Cumulative turnover during the last 5 financial years and Balance sheet (2020-21,2021-22, 2022-23, 2023-24& 2024-25)  | Upload scanned copy & specify enclosed <b>Yes/No</b>                          |  |
| 11.        | Filed IT returns for the last five (5) Financial years (2020-21, 2021-22,2022-23,2023-24&2024-25).  | Upload scanned copy & specify enclosed <b>Yes/No</b>                          |  |

| Sl.<br>No. | Details to be furnished  | Particulars to be filled<br>in this column &<br>specify uploaded<br>Yes/No  |
|------------|--|---|
| 12.        | Mention PAN number (Upload scanned copy & specify enclosed Yes/No)   | Upload scanned copy<br>&specify enclosed<br>Yes/No  |
| 13.        | Mention TAN number (Upload scanned copy & specify enclosed Yes/No)   | Upload scanned copy & specify enclosed <b>Yes/No</b>  |
| 14.        | The Agency should not have been barred/blacklisted at any time by any Central Government department /consultant / Public Sector Unit (PSU of the Central Government or any State Government and by World Bank or by any other bilateral Consultants. | Upload scanned copy of Notarized Affidavit and Declaration on letter head of the agency in Form 3A(iii) & specify enclosed Yes/No |

# 3G(ii).Details of past experience during last 15 years in partnering with implementation of watershed, agriculture and natural resource management Programmes

| Sl.<br>No | Name of the project/Scheme * | Department<br>/<br>Agency* | Yea<br>r | Place<br>(mentio<br>n<br>district) | Duratio<br>n | Natur<br>e of<br>work | Total<br>budget<br>involve<br>d |
|-----------|------------------------------|----------------------------|----------|------------------------------------|--------------|-----------------------|---------------------------------|
| 1.        |                              |                            |          |                                    |              |                       |                                 |
| 2.        |                              |                            |          |                                    |              |                       |                                 |
| 3.        |                              |                            |          |                                    |              |                       |                                 |
| 4         |                              |                            |          |                                    |              |                       |                                 |

#### Note:

- 1. \*The name of the project or scheme (expand abbreviations) and the departments where Agency has worked to be Clearly mentioned.
- 2. Activities like slum development, child welfare, drinking water supply, catering services, supply of stationeries, civil works will not be considered.
- 3. Copy duly certified by Officer not less than the Rank of Joint Director (District Head) or equivalent rank Officer in other departments to be uploaded for the experience in watershed, agriculture and natural resource management

**3G(iii).** Experience in the formation of Community Based Organizations and credit linkage established(Copy duly certified by Officer not less than the Rank of Joint Director (District Head) or equivalent rank Officer in other departments to be uploaded).

| Type of group       | Project/Scheme<br>under which<br>groups are<br>formed | No. of<br>groups<br>formed | No. of Members<br>in the Group | No. of groups linked for credit linkage to established financial institutions (pass book to be enclosed) | Remarks     |
|---------------------|---|----------------------------|--------------------------------|--|-------------|
| SHGs                |   |                            |                                |  |             |
| User                |   |                            |                                |  |             |
| Groups              |   |                            |                                |  |             |
| Area                |   |                            |                                |  | Documentary |
| Groups              |   |                            |                                |  | proof to be |
| JLGs                |   |                            |                                |  | uploaded    |
| FPOs                |   |                            |                                |  |             |
| Any other (Specify) |   |                            |                                |  |             |

# **3G(iv). Experience in conducting Capacity Building Trainings to CBOs (**Copy duly certified by Officer not less than the Rank of Joint Director (District Head) or equivalent rank Officer in other departments to be uploaded)

| S | l. | Project/progran        | Location of the  | Type   | of         | Training  | No.      | f | No.   | of  |
|---|----|------------------------|------------------|--------|------------|-----------|----------|---|-------|-----|
| N | lo | under whic             | n project        | (SHG/U | JG/EC/FPO/ | EAP/SEDP) | Training | S | peop  | ole |
|   |    | trainings<br>conducted | (District/Taluk) |        |            |           |          |   | train | ied |
|   |    |                        |                  |        |            |           |          |   |       |     |
|   |    |                        |                  |        |            |           |          |   |       |     |

**3G(v).** Experience in formation/promotion of FPOS\* (Copy duly certified by Officer not less than the Rank of Joint Director (District Head) or equivalent rank Officer in other departments to be uploaded)

| Sl.No | Name of the FPO | Year of<br>Registrat<br>ion/Inco<br>rporatio |          | the FP0    | ss Turne<br>D since la<br>three<br>on years | ast two<br>years | Credit<br>Availed<br>by the | Year<br>&<br>Name<br>of the<br>Bank | Is SFAC equity<br>grant availed<br>by the FPO |
|-------|-----------------|--|----------|------------|---|------------------|-----------------------------|-------------------------------------|---|
|       |                 | 1  | promoted | Year-<br>1 | Year-<br>2                                  | Year-<br>3       | FPO                         |                                     | (Yes/NO)                                      |
|       |                 |  |          |            |   |                  |                             |                                     |   |
|       |                 |  |          |            |   |                  |                             |                                     |   |

<sup>\*</sup> Upload Registration/incorporation certificate, last 3 years audit report and equity grant certificate if availed.

**3G(vi).** Experience in Promoting IGA Activities (Copy duly certified by Officer not less than the Rank of Joint Director (District Head) or equivalent rank Officer in other departments to be uploaded)

| Sl.<br>No | Project/program under<br>which trainings<br>conducted | Type of IGA activities | No. of activities | No. of people<br>taken up IGA<br>Activities |
|-----------|---|------------------------|-------------------|---|
|           |   |                        |                   |   |
|           |   |                        |                   |   |
|           |   |                        |                   |   |

3G(vii). Financial turnover of the agency during last 5 years and Balance sheet (copy already submitted to concern department i.e., District Registrar of Co-operative societies (DRCS)/Registrar of companies/Income Tax department etc. comprising of Receipts and Payments and Income and Expenditure to be uploaded).

(Rs. In Lakhs)

| Year    | Agency's total<br>turnover | Mention the name of project from where funds have been received | Mention the name of the department of the project. |
|---------|----------------------------|---|--|
| 2020-21 |                            |   |  |
| 2021-22 |                            |   |  |
| 2022-23 |                            |   |  |
| 2023-24 |                            |   |  |
| 2024-25 |                            |   |  |

Audit Reports Certified by Statutory Auditor with Name, Address and Membership Number for the concerned Five years to be Uploaded in the portal, or else application is liable for rejection

**Note**: Client holds the right to inspect the Book of Accounts & Bank Statement of the consultant to authenticate the Turn over statements and Balance sheet furnished. If it is found incorrect, Client holds the right to outrightly reject the proposal at any point of Time.

**3G(Viii)** Outline of the tasks to be performed by NGOs/VOs/Agencies/Others **Area of operation**: Project wise details are furnished below;

| <mark>Developm</mark> | List of Additional projects sanctioned under the Centrally sponsored scheme "Watershed Development component of Pradhan Manthri Krishi Sinchayee Yojana" (PMKSY-WDC 2.0) for the State of Karnataka |              |                         |   |  |  |  |  |
|-----------------------|---|--------------|-------------------------|---|--|--|--|--|
| Sl. No                | Name of the<br>District   | Project Name | Name of<br>Block/blocks | Project Area Proposed for treatment (in ha) |  |  |  |  |

#### **NOTE:**

- 1. Department would add or delete any subjects/activities and can add projects at any point of time as per requirement.
- 2. Department may terminate any NGO at any point of time for not performing the Trainings and Activities as per the Work Activity Schedule
- 3. Department has the right to accept, reject and allot any district to the Agencies selected.
- 4. Department has the right to allot the selected NGOs to additional projects if any added in the future under same/different schemes of WDD.
- 5. Should fulfill any other criteria laid down by the Government/line Department from time to time.
- 6. Projects duration may be extended based on projects performance by GoI.
- 7. Any NGO found unsatisfactory in performing the Duties will be Disqualified

#### **3G(ix).** Existing Staff Strength of the Agency:

#### A. Details of the Key Technical/Professional staff of the Agency

| Sl. No. | Name | Qualification | No. of years<br>with the<br>agency | Specializatio<br>n* |
|---------|------|---------------|------------------------------------|---------------------|
|         |      |               |                                    |                     |
|         |      |               |                                    |                     |

<sup>\*</sup>Area of specialization like participatory planning, social mobilization, communication, training etc.

#### B. Details of administrative & Accounting staff of the Agency

| Sl.<br>No. | Name | Qualification | No. of years with the organization |
|------------|------|---------------|------------------------------------|
|            |      |               |                                    |
|            |      |               |                                    |

| Agency's Name:       |  |
|----------------------|--|
| Signature with Seal: |  |

# C. Details of Awards or recognitions received, if any (Upload scanned copies of the certificate)

| Sl. No. | Name  | of | the | Award Confirmed by | Year | Upload       |
|---------|-------|----|-----|--------------------|------|--------------|
|         | Award |    |     |                    |      | certificates |

# D. Address and contact numbers of previous clients (at least 3)

- 1. Name of the client
- 2. Narrative description of the assignment
- 3. Contact person/Designation
- 4. Contact person's address, Telephone number, Email ID.

| Place:                   |                  |
|--------------------------|------------------|
| Date:                    | Name & Signature |
| Seal of the Organization | Designation      |

#### SECTION-IV. FINANCIAL PROPOSAL ACTIVITY

#### 4A. Details of Summary of Costs-not used

#### 4B. Breakdown of Costs

Note: These details are not to be uploaded in Financial Proposal folder; bidders are to quote/enter percentage (%) services charges against Salary component (Sub Total I of 4B Breakdown of Costs). These costs not negotiable.

#### 4B. BREAKDOWN OF COSTS(RS)

I. Salaries and Institutional Overheads per sub watershed/project( Project ending date: March 2026) Projects duration may be extended based on projects performance by GoI.

| Sl. No                  | Designation  | No.             | Salary/<br>month | Total<br>no. of<br>month<br>s   | Total Remuneration for9 months |
|-------------------------|--|-----------------|------------------|---|--------------------------------|
| I                       | Salaries   |                 |                  |   |                                |
| 1                       | Team Leader  | 1               | 32,000           | 9   | 2,88,000                       |
| 2                       | Training cum IGA<br>Specialist   | 1               | 28,000           | 9   | 2,52,000                       |
| 3                       | Project Assistant cum<br>Data Entry Operator   | 1               | 20,000           | 9   | 1,80,000                       |
| Total Salary Component* |  |                 |                  | 7,20,000  |                                |
| II                      | Other Costs  |                 |                  |   |                                |
| 4                       | Office Rent  | 1               | 5000             | 9   | 45,000                         |
| 5                       | Computer rentals & internet  | 1               | 2000             | 9   | 18,000                         |
| 6                       | Stationary/Electricity   | Lum<br>p<br>Sum | 1500             | 9   | 13,500                         |
| Total 0                 | ther Costs   |                 |                  |   | 76,500                         |
| Grand'                  | Total  |                 | 0                |   | 7,96,500                       |
|                         | Bidders should quote "Service Charges" percentage (%) against Salary compone Total I of 4B Breakdown of Costs) in the folder. (Those proposals where Bidders quoted Zero and Derivatives from 0 to 0 |                 |                  | inst Salary component (Sub<br>lown of Costs) in the financial<br>osals where Bidders have |                                |
| NGO Service charges rej |  |                 | rejected)        |   |                                |

<sup>\*</sup>The prospective bidders should quote "Service Charges" in percentage (%) against this amount in the financial folder. (Those proposals where bidders have quoted Zero and derivatives from 0 to 0.99 will be rejected)

# TRAVEL ALLOWANCE

# **Traveling Allowance during field visits:**

| Sl.<br>No | Staff  | Rate per month  |
|-----------|--|---|
| 1.        | Team Leader cum community organizer          | Fixed traveling Allowance: Rs.1500/- per month(Minimum of 15 days of field visits)  |
| 2.        | Training cum IGA<br>Specialist               | Fixed traveling Allowance: Rs.2500/- per month (Minimum of 20 days of field visits) |
| 3.        | Project Assistant cum<br>Data Entry Operator | Fixed traveling Allowance: Rs.1000/- per month (Minimum of 10 days of field visits) |

# **Traveling Allowance during outstation visits (Outside the Jurisdiction):**

| Sl.No. | Staff   | State  | District   | Taluk  |
|--------|---|--|--|--|
| 1.     | Team Leader<br>cum community<br>organizer       | KSRTC Semi<br>Luxury<br>bus/Railway.<br>Sleeper Class +<br>Rs.350 DA | KSRTC Semi<br>Luxury bus/ II<br>class train +<br>Rs.250 DA | KSRTC Semi<br>Luxury bus/ II<br>class train +<br>Rs.200<br>DA(Outside the<br>HQ taluk) |
| 2.     | Training cum<br>IGA Specialist                  | KSRTC Semi<br>Luxury<br>bus/Railway.<br>Sleeper Class +<br>Rs.300 DA | KSRTC Semi<br>Luxury bus/ II<br>class train +<br>Rs.200 DA | KSRTC Semi<br>Luxury bus/ II<br>class train +<br>Rs.200 DA                             |
| 3.     | Project Assistant<br>cum Data Entry<br>Operator | Karnataka Saarige<br>/Railway Sleeper<br>+ Rs.300 DA                 | KarnatakaSaarige<br>bus/ Railway<br>General Rs.200<br>DA   | Karnataka<br>Saarigebus/<br>Railway<br>General Rs.200<br>DA                            |

#### SECTION - V. TERMS OF REFERENCE

Name of the Programe: Selection of NGOs for Implementing Activities in the

Additional projects under Watershed Development Component PradhanManthri Krishi Sinchayee Yojana 2.0 (WDC-PMKSY 2.0) under the Centrally sponsored

scheme in Karnataka state.

Implementing Agencies: Watershed Development Department

Government of Karnataka.

#### I. Background

The past experiences of watershed approach for development of land prove that watershed is an appropriate platform for converging financial resources from various programs to supplement the project funds. This will accelerate the rate of development of land. The fundamental shift in approach of watershed development needs to be reflected visibly in the program planning, institution building, implementation, budgeting andmonitoring & evaluation. In this context, Additional projects under **PMKSY-WDC 2.0** is been sanctioned by the Government of India. The programme will be operated till March 2026 for watershed Development in 14 projects with the financial assistance for Total projects cost of Rs.84.57 crores. from Government of India and covering an area of 36913 hectares. of Rainfed Areas (District & Taluk details of Additional projects under PMKSY-WDC-2.0. are furnished in Annexure-I)

#### I. Objectives

- a) Formation of vibrant and wellinformed community based organizations resulting in overall improvement in the social capital.
- b) Increase the productive potential of degraded lands through various Interventions.
- c) Improve the biomass through Agri-Horticulture, Agro-Forestry and Silvi-Pastoral activities.
- d) Support to the asset less, small landholders and other vulnerable sections through Income Generating Activities (IGA).
- e) Support the livestock sector and demonstrations in agriculture related sectors.
- f) Improved production systems and Micro enterprises.
- g) Drought proofing of rainfed agriculture.
- h) Achieving sustainable agriculture production leading to overall improvement in quality of living among farming community.

i) Recognizing the stake of non-land holding project members, and promoting alternate livelihood opportunities.

#### II. Need for NGOs

The "bottom-up" approach is adopted in the design of the project and thus the stakeholders' involvement need to be ensured from planning to implementation and withdrawal. Thus a special emphasis is given for social mobilization and building the capacity of the participating community to take responsibility in planning, implementation and maintaining the assets generated under the project with technical support from the department. Keeping in view the strength of the NGOs in the areas of social mobilization department intends to partner with NGOs in implementing the programme. The NGOs have an important role to play in implementation of watershed development projects. Giventhe importance the Guidelines attach to community participation, the services of NGOs may be utilized by SLNA/WCDC/PIAs/WCs (Government) in various aspects relating to people's participation. These include awareness creation, orientation & mobilization of people training & orientation of project functionaries; capacity building & formation of community institutions and so on.

NGOs are expected to perform tasks related to socio-economic data collection, social mobilization, community participation, formation and training of Self Help Groups and Watershed Committee and other related activities. NGOs will also assist the department and the watershed committees in net planning, preparation of subwatershed wise detailed project report (DPR) and its implementation during their tenure. These projects will be implemented upto March 2026. However, role of NGOs for social mobilization, CBO formation and its capacity building, Net planning etc. Is expected to be completed within March 2026. However it may be extended further depending on need. In this backdrop District Joint Director of Agriculture, invites proposalfrom eligible NGOs/VOs/Agencies/Others interested to provide the services to participate in the selection process through e-procurement.

# III. Outline of the tasks to be performed by NGOs/VOs/Agencies/OthersArea of operation: Project wise details are furnished below;

| <mark>Developm</mark> | List of Additional projects sanctioned under the Centrally sponsored scheme "Watershed Development component of Pradhan Manthri Krishi Sinchayee Yojana" (PMKSY-WDC 2.0) for the State of Karnataka |                             |                         |   |  |  |  |
|-----------------------|---|-----------------------------|-------------------------|---|--|--|--|
| Sl.No                 | Name of the<br>District   | Project Name                | Name of<br>Block/blocks | Project Area Proposed for treatment (in ha) |  |  |  |
| Example               | <b>Bengaluru</b>  | Bengaluru-WDC-2/2024-<br>25 | Doddaballapura          | <mark>2500</mark>                           |  |  |  |

#### Roles and Responsibility of the staff:

#### (1) Team Leader cum community organizer:

- 1. His roles are similar to that of district coordinator at project level (sub watershed), he works in coordination with the NGO district coordinator and reports to him.
- 2. Over all in charge of the social mobilization at project level, manages administration, supervise and provide guidance to the NGO staff to performing their roles, responsible to attend the meetings, achieve progress, submitting report in time.
- 3. Baseline survey of households, selection of enumerators, training them and execution of the survey.
- 4. Responsible for proper usage of IEC materials and methodology for awareness building and capacity building activities.
- 5. Create awareness and sensitise all the stakeholders (community, PRI members, banks and other institutions in the project area) on the project goals and its implementation strategies.
- 6. Formation of community based organizations like FPOs, SHGs, UGs and WCs. Regularly grading and assessing the CBOs to ensure quality of CBOs as per the guidelines
- 7. Capacity building of local institutions through prescribed training, exposure and regular interaction for the implementation of the programme and to ensure long term sustenance of the institutions as well as the programme outcomes.
- 8. Supports WDT team in delineation of sub watersheds and micro watersheds by reconfirming the watershed boundaries.
- 9. Team leader along with NGO staff participates actively and assists WDT in the preparation and documentation of net planning and DPR.
- 10. Along with WDT staff, WCs, UGs and SHGs prepare annual action plan within the stipulated time and submit the same to the WCDC's office Helping WCs in preparation of month wise annual action plans and support in mobilization of community towards contribution collection for private land treatments.
- 11. Assisting the GP/WDT in selecting Watershed Committee as per the agreed representation of woman and other vulnerable members.
- 12. Ensure institutionalization of transparent and accountable systems, which are developed under the project.
- 13. Team leader along with other NGO staff are the link between the WDT and community for raising the issues related to project implementation and any modifications if required in the action plans. He should bring it to the notice of the WDT and follow up to incorporate the modifications.
- 14. Assist WDT in organizing and documenting the proceedings of Gramasabhas or any other community level meetings or interactions.

- 15. Facilitate through consultative process with FPOs,UGs, SHGs and WC members to select members for various training programs and exposure visits.
- 16. Draw up action plan in the form of a PERT chart for all activities related to NGO tasks along with WDT/PIA and submit the same to for monitoring.
- 17. He makes regular visit to the field as per the agreement and also attends CBO meetings in supporting them for proper conduct of meetings. He maintains day today the diary and submit the same to JDA/PIA periodically.
- 18. Participate in all trainings and meetings/ workshops organised by WDD / WCDC.
- 19. Ensure that all CBOs maintain the prescribed books and documents which are accurate and updated
- 20. Ensures submission of progress reports and updating of progress in MIS once it is made available to NGO
- 21. He should provide all the necessary information and documents to M&E NGO/VO/Agency/Others in pursuit of their monitoring and evaluation activities.
- 22. Any other related assignment on mutual consultation and agreement with WCDC.

#### (2) Training cum IGA Specialist

- 1. Overall, in charge of capacity building and IGA under the guidance of PIA and team leader
- 2. Baseline survey of existing SHGs and formation of new SHGs if necessary, as per the guidelines issued
- 3. Evaluation and grading of SHGs.
- 4. Handholding and counseling of SHGs, helping the SHGs to improve their grading if they are found to be below average.
- 5. Attending minimum number of SHG meetings, each SHG should have been visited at least once in a month
- 6. Assisting SHGs in selecting members to represent in WC, if needed on rotation as per the guidelines issued
- 7. Organizing and conducting trainings to SHGs
- 8. Identification of beneficiaries from each SHG for EAP and Skill training as per the guidelines issued
- Organizing EAP and SEDP training to beneficiaries either through specialist agencies or by hiring the services of specialist resource persons in consultation with WCDC as per the guidelines issued
- 10. Scanning of action plans specific areas of IGA and encouraging SHGs to participate in common land treatments
- 11. Identifying different IGA activities both land based and non- land based depending on local resources and opportunities
- 12. Consolidation and submission of IGA sub plans for release of funds and helping SHGs in establishing bank linkages

- 13. Ensuring transfer of funds to SHGs through WC
- 14. Ensure that all the beneficiaries have started their activities as per the plan
- 15. Follow up visits to entrepreneurs who have started IGA and reporting the progress, income generated and problems if any to WCDC/PIA at regular intervals
- 16. Arranging for exposure visits to SHGs as per the guidelines issued
- 17. Providing support to SHGs in linking their production to marketing, establishing forward and backward linkages.
- 18. Regular updating of progress in MIS once it is made available to NGO
- 19. Maintaining the records on details of SHGs and displaying the minimum information like name of the SHGs, no. of members, date and time of weekly meeting etc. at NGO office
- 20. Assist SHGs in their savings, credit and IGA
- 21. Attending Gramasabhas and ensuring participation of SHG members and their issues gets proper attention
- 22. Ensure that SHGs will conduct meetings and other activities with total participation
- 23. Assisting WDT in preparation of DPR and net planning
- 24. Helping SHGs in federating with existing federation or establishing new federations
- 25. Attending review meetings at taluk/district/state levels
- 26. Any other related assignment on mutual consultation and agreement with WDD and WCDC.

#### (3) Project Assistant cum Data Entry Operator

- 1. Baseline and net planning data entry and report generation
- 2. Preparation of progress report
- 3. Updating MIS information
- 4. Maintenance of files and other related project documents
- 5. Preparation of bills-Salary, contingencies etc. for NGO staff.
- 6. Assist WC in preparation of weekly/fortnightly/Monthly/annual action plan
- 7. Preparation and submission of progress reports and updating the same in MIS Assist
- 8. WC treasure in WC book keeping and accounting.
- 9. Assist WC in recording resolutions
- 10. Preparation of meeting notices
- 11. Preparation of agenda notes for Gramasabhas, participate in the Gramasabhas and recording the proceeding

#### (4) Watershed Assistants (NGO will not provide Watershed Assistants)

- 1. Watershed Assistant works at EC level and reports to PIA. He assists EC in book keeping, accounting, in recording resolutions, preparation of meeting notices.
- 2. Maintains muster role of laborers and preparation of action plans and in

- implementation, over all in charge of EC office maintenance.
- 3. Responsible for preparation and submission of progress reports, updating of information in MIS, preparation of agenda notes for Grama Sabha, participate in the Grama Sabhas and recording the proceedings.
- 4. Assists PIA in giving simple layouts, supervision and monitoring of work implementation and to ensure quality of work. He also assists treasure in preparation of vouchers for effecting the payments towards completed activities and collection of contribution from the farmers. He shall be in regularly touch with beneficiaries, with their concurrence he prepares the list of activities to be implemented by the beneficiary himself or by the PIA.
- 5. Assists PIA in implementation of FFS and FSI activities and in providing technical inputs to farmers on specific simple topics like quality of seedling, method of planning, nursery maintenance etc.
- 6. Assist WC in preparation of weekly/fortnightly/Monthly/annual action plan
- 7. Preparation and submission of progress reports and updating the same in MIS Assist
- 8. WC treasure in WC book keeping and accounting.
- 9. Assist WC in recording resolutions
- 10. Any other related assignment entrusted by the Commissioner/JDA/PIA.

#### Outline of the tasks to be performed in the project are as follows;

- 1. Team Leader/Community Organizer/shallreport to the Project Implementing Agency (Assistant Director of Agriculture). NGO team at Sub-watershed level, will work in close coordination with the other members of Watershed Development Team (WDT) at taluk level.
- 2. NGOs to establish a well equipped office as NGO office at project level with necessary infrastructure including telephone, computers with internet connection
- 3. NGOs are primarily responsible forsocio-economic data collection, social mobilization, net planning, capacity building and documentation of the project works. They are responsible to achieve set of targets. The detailed activities to be carried out are specified inAnnexure -3.
- 4. NGO ensures delivery of quality services by its staff through continuous capacity building and by providing motivation.
- 5. Net planning and preparation of Detailed Project Report (DPR) for micro/sub-watersheds forms the foundation for watershed interventions. NGO shall be responsible to carry out field survey, data entry, data analysis forNet planning and DPR write upin coordination with PIA and all other activities as per the requirement of JDAlisted in Annexure-3
- 6. Creating awareness about the project, the need for improving the productive potential, conservation of natural resources, importance of participatory planning and implementation among the village community through innovative approaches are the key objectives.

- 7. Formation and capacity building of different community based organizations such as FPOs, SHGs, UGs, Watershed Committees, etc.
- 8. Ensure institutionalization of transparent and accountable systems, which are developed under the project.
- 9. Implementation of livelihood component programmethrough identification and grading of existing SHGs/Formation of NewSHGs and training them and also formation of FPOs.
- 10. Formation of User Groups and Watershed Committees.
- 11. NGOs are also responsible for preparation of business plan and establishing bank linkages for additional financing to SHGs.
- 12. Assist SHGs in their savings, Create linkages to leverage benefits from various departments and income generating activities and Federating and Link them to NRLM.
- 13. Create forum for frequent meetings between various CBOs at different levels.
- 14. Responsible to submit regular progress reports and updating the progress in MIS on a monthly basis.
- 15. NGOs to shoulder any other task related to the project as and when assigned.

# I. A. Project Staffing Pattern of NGO at each district or project and Monthly Remuneration/Honorarium\*:( Project ending date: March 2026) Projects duration may be extended based on projects performance by GoI.

| Sl.<br>No | NGO staff   | Educational Qualification   | Duration (The<br>Project period<br>ends on March<br>2026) | Remuneration<br>Honorarium<br>(Rs/Month) |
|-----------|---|---|---|--|
| 1.        | Team Leader cum community organizer cum documentation specialist for each sub watershed/Project           | Bachelor degree in Agriculture & Allied Subjects from recognised State Govt. Agriculture & Horticulture Universities / Post graduation in any subject with experience in Community mobilization/documentation | 9 months  | 32000/-                                  |
| 2.        | Training cum IGA Specialist for each sub watershed/Project  | Any degree with experience in IGA/SHG activities.   | 9 months  | 28000/-                                  |
| 3.        | Project Assistant cum Data Entry Operator for each sub watershed/Project to be from local/adjoining area. | Any degree + Experience in<br>MS-Office, Preferably<br>English and Kannada typing   | 9 months  | 20000/-                                  |

<sup>\*</sup>Note: Honorarium are subject to revision as per the SLNA decision

#### **B.** Traveling Allowance during field visits:

| Sl.<br>No | Staff  | Rate per month   |
|-----------|--|--|
| 1.        | Team Leader cum community organizer          | Fixed traveling Allowance: Rs.1500/- per month(Minimum of 15 days of field visits) |
| 2.        | Training cum IGA<br>Specialist               | Fixed traveling Allowance: Rs.2500/- per month(Minimum of 20 days of field visits) |
| 3.        | Project Assistant cum<br>Data Entry Operator | Fixed traveling Allowance: Rs.1000/- per month(Minimum of 10 days of field visits) |

Note: TA Shall be paid on the basis of performance and Tour Dairy approved by Assistant Director of Agriculture on the recommendation of concerned AO/AAO. In case due to certain emergent exigencies, stipulated field visits if not attended, then T.A allowance be reduced prorate.

# C. Traveling Allowance during outstation visits (Outside the Jurisdiction):

| Sl.No. | Staff  | State  | District   | Taluk  |
|--------|--|--|--|--|
| 1.     | Team Leader cum<br>community organizer       | KSRTC Semi<br>Luxury<br>bus/Railway.<br>Sleeper Class +<br>Rs.350 DA | KSRTC Semi<br>Luxury bus/ II<br>class train +<br>Rs.250 DA | KSRTC Semi Luxury<br>bus/ II class train +<br>Rs.200 DA(Outside<br>the HQ taluk) |
| 2.     | Training cum IGA<br>Specialist               | KSRTC Semi<br>Luxury<br>bus/Railway.<br>Sleeper Class +<br>Rs.300 DA | KSRTC Semi<br>Luxury bus/ II<br>class train +<br>Rs.200 DA | KSRTC Semi Luxury<br>bus/ II class train +<br>Rs.200 DA                          |
| 3.     | Project Assistant cum<br>Data Entry Operator | Karnataka Saarige<br>/Railway Sleeper<br>+ Rs.300 DA                 | Karnataka<br>Saarigebus/<br>Railway General<br>Rs.200 DA   | Karnataka<br>Saarigebus/<br>Railway General<br>Rs.200 DA                         |

# D. Likely Office Expenses of NGO:

| Office Rent                               | Rs.5000/Month Or limited to actual local rates whichever is less/no office rent if office space is provided by the department (RSK/ Taluk office) |  |  |
|---|---|--|--|
| Stationary/Electricity and other expenses | Rs.1500/Month   |  |  |
| Computer rental and internet              | Rs. 2000/ Month   |  |  |
| NGO Service charges                       | As per the L1 rate  |  |  |

NOTE: Office should be located in the project area or the nearest Gram panchayat. As far as possible accommodate in PIA/RSK office or any other Government accommodation.

# **ACTIVITY (WORK) SCHEDULE**

II. Services/activities: This is the Abstract of Activities to be performed.(
Project ending date: March 2026) Projects duration may be extended based on projects performance by GoI.

A.

| Sl. No. | Details of Activities   | Time Line (after signing the contract) |
|---------|---|--|
| 1.      | Setting up of full-fledged Infrastructure with trained staff at Project level | 1st Month                              |
| 2.      | Base Line data collection   | 1st and 2nd month                      |
| 3.      | Awareness Creation  | 1st and 2nd month                      |
|         | 1. Jatha  |  |
|         | 2. Street play  |  |
|         | 3. Grama Sabha  |  |
|         | 4. PRA exercise   |  |
|         | 5. Wall painting/Hoarding   |  |
|         | 6. Others if any  | 2                                      |
| 4.      | Formation of Community Based Organizations/                                   | 3 <sup>rd</sup> month                  |
|         | 1. SHGs<br>2. UGs   |  |
|         | 3. WCs  |  |
|         | 4. FPOs   |  |
| 5.      | Grading of SHGs   | Within 4 <sup>th</sup> Month           |
| 6.      | CBO trainings to SHGs, UGs, WCs members                                       | Within 4 <sup>th</sup> Month           |
| 7.      | Net Planning (Ha)   | Within 4 <sup>th</sup> Month           |
| 8.      | DPR preparation   | Within 5 <sup>th</sup> Month           |
| 9.      | EAP training to SHGs  | 6th Month                              |
| 10.     | Identification of Individual/Group IGA Activities                             | 6th Month                              |
| 11.     | SEDP Trainings  | 6 <sup>th</sup> Month                  |
| 12.     | Preparation of livelihood action plan and its approval                        | 7th Month                              |
| 13.     | Village based trainings   | 7th Month                              |
| 14.     | Starting of IGA Activities by SHG members                                     | 8th Month                              |
| 15.     | Exposure visits to the community  | Within5 Months                         |
|         | 1. Within District  |  |
|         | 2. Within state   |  |
| 1.0     | 3. Outside the State  | Oil M. Il                              |
| 16.     | Bank Linkages to SHGs   | 8th Month                              |
| 17.     | SHGs Linkage to NRLM  | 8th Month                              |
| 18.     | Exit Protocol and submission of report for having                             | 9th Month                              |
|         | performed activity as per Item 21above  |  |

#### Instructions to NGOs:

- (a) Details of staff position and prescribed qualification required for the project, Honorarium, travelling allowance during field visits and outside the jurisdiction given to the staff are mentioned in Annexure –2.
- (b) Ensure stability of the staff employed throughout the project period. Department will not accept any staff turnover unless there is a concrete reason agreeable to the department. If there are drop outs, suitable replacement should be given immediately. Staff should work at least for One year. Performance based payment system will be followed. (Penalty Clause as specified in the contract)
- (c) If any of the staff is not doing his/her duties as agreed or not competent to deliver the services, NGO should be in a position to provide alternate staff or else deductions will be made in Service/Overhead charges that will be paid to NGOs
- (d) NGO Staff should have good communication skills in Kannada.
- (e) NGO to place their staff and to start conducting Activities as per the PERT chart and the Activity work schedule which will be provided within 2 weeks of signing the contract.
- (f) As NGO of the state and as a part of social responsibility NGO should perform noticeable NRM based activity like Block plantation, school gardens, Road side plantation, Drinking water supply, Nutritional security, support to community for establishment of drinking water plant, use of renewable energy resources etc.

#### IV. Data, services and facilities to be provided by the SLNA/WCDC/PIA/WC

- 1. Provide a framework and guidelines to facilitate effective planning and implementation of the programme.
- 2. Necessary information for net planning &preparation of DPR will be provided to the NGO.
- 3. Accord timely sanction to SHG sub plan, business plan and any other sanction required for the implementation ofprogrammeat the sub watershed level as stipulated in the contract.
- 4. Responsible for timely release of funds.
- 5. Establish conducive working environment for collaboration between various stakeholders involving line Departments and other programmepartners.
- 6. Provide required technical guidance to the NGOs.
- 7. ProvidePERT chart/ Calendar of Activities for the NGO
- 8. WDT members will attend Watershed committee meetings for guidance and smooth functioning of Watershed committee
- 9. PIA and Watershed committee will handle the finance related to project implementation and capacity building.

#### V. Final Outputs Expected from the NGO

- 1. Inception Report, within 15 days after signing the contract.
- 2. Preparation of DPRthrough netplanning and thereafter annual action plans as per the

PERT chart and supporting Watershed Committee and PIA in timely implementation of the activities.

- 3. Formation and capacity building of vibrant and well informed CBOs which will sustain in long run even after project withdrawal.
- 4. All the SHGs under the project are linked to financial institutions and members would have taken up one or the other livelihood activities by the end of agreement period.
- 5. Regular submission of periodical reports
- 6. NGOs are required to produce proper documentation related to the project (photos of All Activities/Trainings conducted in the project areas to be uploaded and geo-tagged using App & Web portal developed for this programme so Geo-tagged photos in regard to trainings conducted to be submitted to the concerned PIAs)
- 7. Submission of final reports as per the exit protocol.

#### VI. Review of the performance and Deliverables.

Performance will be reviewed every month by the Project Implementing NGO/VO/Agency/Others (JDA). Upon satisfactory completion of assigned task and approval of the deliverable, payment will be made.

# **Completion and Submission of Reports:**

| Sl.<br>No. | Reports   | Programme (Date)                       | Percentage<br>of<br>payment   |
|------------|---|--|-------------------------------|
| 1          | InceptionReport(Onetimeonly)  | Within 1 Month                         | 10                            |
| 2          | Monthly progress reports (As prescribed in the activity (work) schedule in a specific format)   | 2 <sup>nd</sup> to 7th Month           | 11 Each<br>Month<br>(10*7=70) |
| 3          | Draft completion report  IV. Consolidated Report on all the activities  V. Success stories  VI. Exit Protocol and submission of report for having performed activity as per Item 21 above | 8th Month                              | 10                            |
| 4          | Final completion report   | 9 <sup>th</sup> Month                  | 10                            |
| 5          | Any other report sought by the client   | As per the directions of concerned JDA |                               |

Note: ToR is only for the reference and not to be uploaded along with proposals in e-portal

| CONTRACT   | FOR    | <b>VOLUNTARY</b> | ORGANI | ZATIONS | (VOS)/   | NONGOVERNMENT |
|------------|--------|------------------|--------|---------|----------|---------------|
| ORGANIZAT  | IONS   | (NGOS)/          | TRUST  | DEVI    | ELOPMENT | T AGENCIES    |
| (TDAS)/OTH | IERSSE | RVICES           |        |         |          |               |

| between                        |
|--------------------------------|
|                                |
| [Name of Client]               |
| and                            |
| [Name of NGO/VO/Agency/Others] |
|                                |
| Dated :                        |

# **CONTENTS**

| l. FOI    | RM OF         | CONTRACT   |
|-----------|---------------|--|
| II. G     | ENERA         | L CONDITIONSOFCONTRACT   |
| 1. Gener  | alProv        | isions   |
|           | 1.1           | Definitions  |
|           | 1.1           | Law Governing theContract  |
|           | 1.3           | Language   |
|           | 1.4           | Notices  |
|           | 1.5           | Location   |
|           | 1.6           | AuthorizedRepresentatives  |
|           | 1.7           | Taxes and Duties   |
| 2. Comm   | 1.7<br>1encem |  |
| . Comm    |               | ninationofContract   |
|           |               |  |
|           | 2.1           | EffectivenessofContract  |
|           | 2.2           | CommencementofServices   |
|           | 2.3           | Expiration ofContract  |
|           | 2.4           | Modification   |
|           | 2.5           | ForceMajeure   |
|           | 2.5.1         | Definition   |
|           | 2.5.2         | No Breachof Contract.  |
|           | 2.5.3         | Extensionof Time   |
|           | 2.5.4         | Payments   |
|           | 2.6           | Suspension   |
|           | 2.7           | Termination  |
|           | 2.7.1         | BytheClient.   |
|           | 2.7.2         | BytheNGO/VO/Agency/Others  |
|           | 2.7.3         | Cessation of Rightsand Obligations                                   |
|           | 2.7.4         | CessationofServices  |
|           | 2.7.5         | Payment upon Termination   |
| 3. Obliga | ations o      | oftheNGO/VO/Agency/Others  |
|           | 3.1           | General  |
|           | 3.2           | ConflictofInterest   |
|           | 3.2.1         | NGO/VO/Agency/Others Not to Benefit from Commissions, Discounts etc. |
|           | 3.2.2         | Procurement Rules of Funding NGO/VO/Agency/Others                    |

|      |   | 3.2.3  | NGO/VO/Agency/Others and Affiliates Not to engage incertainActivities           |  |  |  |  |
|------|---|--------|---|--|--|--|--|
|      |   | 3.2.4  | Prohibition ofConflictingActivities   |  |  |  |  |
|      |   | 3.3    | Confidentiality   |  |  |  |  |
|      |   | 3.4    | Insurance to Be Taken Out bytheNGO/VO/Agency/Others                             |  |  |  |  |
|      |   | 3.5    | NGO/VO/Agency/Others' Actions Requiring Client's Prior Approval                 |  |  |  |  |
|      |   | 3.6    | Reporting Obligations   |  |  |  |  |
|      |   | 3.7    | Documents Prepared by the NGO/VO/Agency/Others to be the Property of the Client |  |  |  |  |
|      |   | 3.8    | Equipment and Materials Furnished bythe Client                                  |  |  |  |  |
|      | 4.  | NGO/   | VO/Agency/OthersPersonnel and Sub-NGO/VO/Agency/Others.                         |  |  |  |  |
|      |   | 4.1    | Description of Personnel.   |  |  |  |  |
|      |   | 4.2    | Removal and/or Replacement of Personnel   |  |  |  |  |
|      | 5.  | Oblig  | ations of the Client  |  |  |  |  |
|      |   | 5.1    | Assistance and Exemptions.  |  |  |  |  |
|      |   | 5.2    | Servicesand Facilities  |  |  |  |  |
|      | 6.  | Paym   | ents to the NGO/VO/Agency/Others  |  |  |  |  |
|      |   | 6.1    | Lump SumRemuneration.   |  |  |  |  |
|      |   | 6.2    | Contract Price  |  |  |  |  |
|      |   | 6.3    | Payment for Additional Services.  |  |  |  |  |
|      |   | 6.4    | Terms and Conditionsof Payment  |  |  |  |  |
|      |   | 6.5    | Interest onDelayed Payments   |  |  |  |  |
|      | 7.  | Settle | ement of Disputes   |  |  |  |  |
|      |   | 7.1    | AmicableSettlement  |  |  |  |  |
|      |   | 7.2    | DisputeSettlement   |  |  |  |  |
| III. | SP  | ECIAL  | CONDITIONS OF CONTRACT  |  |  |  |  |
| IV.  | ΑF  | PPENDI | CES.  |  |  |  |  |
|      | Ap  | pendix | A — Description of theServices  |  |  |  |  |
|      | Appendix B —ReportingRequirements                       |        |   |  |  |  |  |
|      | Appendix C — Key PersonnelandSub-NGO/VO/Agency/Others   |        |   |  |  |  |  |
|      | Ap  | pendix | D — Services and Facilities to be provided by theClient                         |  |  |  |  |
|      | Appendix E — Breakdown of Contract price inIndianRupees |        |   |  |  |  |  |
|      | Ap  | pendix | F — Form of Bank Guarantee forAdvancePayments                                   |  |  |  |  |

# I. FORM OF CONTRACT

| This Co | ONTRACT (hereinafter called the "Contract") ismadethe   | day of the monthof<br>, 200, between,  |  |  |  |
|---------|---|--|--|--|--|
| on the  | one hand,   | , 200, between,<br>(hereinafter called |  |  |  |
|         | ient") and, on the other hand,  |  |  |  |  |
| +h a"N( | CO (MO / A con as / Oth osa!!)  | (hereinafter called                    |  |  |  |
| the NC  | GO/VO/Agency/Others").  |  |  |  |  |
| -       | te: If the NGO/VO/Agency/Others consist of more than o  | ne entity, the above                   |  |  |  |
| "       | (hereinafter called the "Client") and, on the other hand, a jo  | oint venture consisting of             |  |  |  |
| the f   | following entities,   |  |  |  |  |
|         | of which will be jointly and severally liable to the VVO/Agency/Others' obligations under this Contract,namely (hereinafter called the "NGO/VO/A  | <u>,</u> and                           |  |  |  |
| 1.      | WHEREAS   |  |  |  |  |
| (a)     | the Client has requested the NGO/VO/Agency/Others to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");                                      |  |  |  |  |
| (b)     | the NGO/VO/Agency/Others, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in thisContract; |  |  |  |  |
| NOV     | V THEREFORE the parties hereto hereby agree as follows:   |  |  |  |  |
| 1.      | The following documents attached hereto shall be dee part of thisContract:  | med to form an integral                |  |  |  |
|         | <ul><li>(a) The General Conditions of Contract (hereinafter called "GC");</li><li>(b) The Special Conditions of contract (hereinafter called "GC");</li></ul>   | alled"SC");                            |  |  |  |
|         | (c) The following Appendices:   |  |  |  |  |
|         | Appendix A: Description of the Services   |  |  |  |  |
|         | AppendixB: Reporting Requirements   |  |  |  |  |
|         | Appendix C: Key Personnel and Sub-<br>NGO/VO/Agency/Others<br>Appendix D: Services and Facilities to be provid<br>Client<br>Appendix E: Breakdown of Contract Price   | ed by the c                            |  |  |  |
|         | Appendix F: Form of Guarantee for AdvancePay  | ments                                  |  |  |  |

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]

- 2. The mutual rights and obligations of the Client and the NGO/VO/Agency/Others shall be as set forth in the Contract, in particular:
  - (a) The NGO/VO/Agency/Others shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the NGO/VO/Agency/Others 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.

FOR AND ON BEHALF OF [NAME OF CLIENT]

By

(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF NGO/VO/AGENCY/OTHERS]

By

(Authorized Representative)

[**Note**: If the NGO/VO/Agency/Others consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]

FOR AND ON BEHALF OF EACH OF THE MEMBERS OF THENGO/VO/AGENCY/OTHERS

[Name of Member]

Bv

(Authorized Representative)

[Name of Member]

By

(Authorized Representative) etc.

#### **II. GENERAL CONDITIONS OF CONTRACT**

#### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time totime;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC2.1
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of Karnataka;
- (g) "Local currency" means Indian Rupee;
- (h) "Member", in case the NGO/VO/Agency/Others consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the NGO/VO/Agency/Others' rights and obligations towards the Client under thisContract.
- (i) "Party" means the Client or the NGO/VO/Agency/Others, as the case may be, and Parties means both ofthem;
- "Personnel" means persons hired by the NGO/VO/Agency/Others or by any Sub-NGO/VO/Agency/Others as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2(a)
- (k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (I) "Services" means the work to be performed by the NGO/VO/Agency/Others pursuant to this Contract as described in Appendix A; and
- (m) "Sub-NGO/VO/Agency/Others" means any entity to which the NGO/VO/Agency/Others subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) "Third party" means any person or entity other than the Government, the Client, the NGO/VO/Agency/Others, or a Sub-NGO/VO/Agency/Others.

#### 1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

#### 1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### 1.4 Notices

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

#### 1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client mayapprove.

#### 1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the NGO/VO/Agency/Others may be taken or executed by the officials specified in the SC.

#### 1.7 Taxes and Duties

The NGO/VO/Agency/Others, Sub-NGO/VO/Agency/Others and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

#### 2. Commencement, Completion, Modification and termination of Contract

#### 2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

#### 2.2 Commencement of Services

The NGO/VO/Agency/Others shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as

may be specified in the SC.

#### 2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

#### 2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

#### 2.5 Force Majeure

#### 2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

#### 2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### 2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### 2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the NGO/VO/Agency/Others shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

#### 2.6 Suspension:

The Client may by written notice suspension the of to NGO/VO/Agency/Others, suspend all the payments to NGO/VO/Agency/Others hereunder if the NGO/VO/Agency/Others fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the NGO/VO/Agency/Others to

remedy such failure within a period not exceeding thirty (30) days after receipt by the NGO/VO/Agency/Others of such notice of suspension.

#### 2.7 Termination

#### 2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the NGO/VO/Agency/Others, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

- (a) if the NGO/VO/Agency/Others do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved inwriting;
- (b) if the NGO/VO/Agency/Others (or any of their Members) become insolvent orbankrupt;
- (c) if, as the result of Force Majeure, the NGO/VO/Agency/Others are unable to perform a material portion of the Services for a period of not less than sixty (60) days;or
- (d) if the NGO/VO/Agency/Others, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:
  - "corrupt practice" means the offering, giving, receiving or soliciting 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 of facts in order to influence a selection process or the execution of a contract to the detriment of WDD, and includes collusive practice among NGO/VO/Agency/Others (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive WDD of the benefits of free and open competition.
- (e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

#### 2.7.2 By the NGO/VO/Agency/Others

The NGO/VO/Agency/Others may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the NGO/VO/Agency/Others pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the NGO/VO/Agency/Others that such payment isoverdue;

- (b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the NGO/VO/Agency/Others may have subsequently approved in writing) following the receipt by the Client of the NGO/VO/Agency/Others' notice specifying such breach;
- (c) if, as the result of Force Majeure, the NGO/VO/Agency/Others are unable to perform a material portion of the Services for a period of not less than sixty (60)days.

### 2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (iii) any right which a Party may have under the ApplicableLaw.

#### 2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC2.7.1 or GC 2.7.2 hereof, the NGO/VO/Agency/Others shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the NGO/VO/Agency/Others and equipment and materials furnished by the Client, the NGO/VO/Agency/Others shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

#### 2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the NGO/VO/Agency/Others:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date oftermination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

### 3. Obligations of the NGO/VO/Agency/Others:

#### 3.1 General

The NGO/VO/Agency/Others shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The NGO/VO/Agency/Others shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- NGO/VO/Agency/Others or thirdparties.

#### 3.2 Conflict of Interests

#### 3.2.1 NGO/VO/Agency/Others Not to Benefit from Commissions, Discounts, etc.

The remuneration of the NGO/VO/Agency/Others pursuant to Clause 6 shall constitute the NGO/VO/Agency/Others' sole remuneration in connection with this Contract or the Services, and the NGO/VO/Agency/Others shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the NGO/VO/Agency/Others shall use their best efforts to ensure that the Personnel, any Sub-NGO/VO/Agency/Others, and agents of either of them, similarly shall not receive any such additional remuneration.

#### 3.2.2 Procurement Rules of Funding NGO/VO/Agency/Others

If the NGO/VO/Agency/Others, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the NGO/VO/Agency/Others shall comply with any applicable procurement guidelines of the funding NGO/VO/Agency/Others and shall at all times exercise such responsibility in the best intersect of the Client. Any discounts or commissions obtain edbythe NGO/VO/Agency/Others in the exercise of such procurement responsibility shall be for the account of the Client.

#### 3.2.3 NGO/VO/Agency/Others and Affiliates Not to engage in certainActivities

The NGO/VO/Agency/Others agree that, during the term of this Contract and after its termination, the NGO/VO/Agency/Others and their affiliates, as well as any Sub-NGO/VO/Agency/Others and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### 3.2.4 Prohibition of Conflicting Activities

Neither the NGO/VO/Agency/Others nor their Sub-NGO/VO/Agency/Others nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

#### 3.3 Confidentiality

The NGO/VO/Agency/Others, their Sub-NGO/VO/Agency/Others, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

#### 3.4 Insurance to Be Taken out by the NGO/VO/Agency/Others

The NGO/VO/Agency/Others (a) shall take out and maintain, and shall cause any Sub-NGO/VO/Agency/Others to take out and maintain, at their (or the Sub-NGO/VO/Agency/Others', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

#### 3.5 NGO/VO/Agency/Others' Actions Requiring Client's Prior Approval

The NGO/VO/Agency/Others shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) EnteringintoasubcontractfortheperformanceofanypartoftheServices,itbei ngunderstood
  - (i) that the selection of the Sub-NGO/VO/Agency/Others and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the NGO/VO/Agency/Others shall remain fully liable for the performance of the Services by the Sub- NGO/VO/Agency/Others and its Personnel pursuant to thisContract;
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-NGO/VO/Agency/Others"), and
- (c) any other action that may be specified in the SC.

#### 3.6 Reporting Obligations

The NGO/VO/Agency/Others shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the saidAppendix.

# 3.7 Documents Prepared by the NGO/VO/Agency/Others to Be the Property of theClient

All plans, drawings, specifications, designs, reports and other documents and software submitted by the NGO/VO/Agency/Others in accordance with Clause 3.6 shall become and remain the property of the Client, and the NGO/VO/Agency/Others shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The NGO/VO/Agency/Others may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

#### 3.8 Equipment and Materials Furnished by the Client

Equipment and materials made available to the NGO/VO/Agency/Others by the Client or purchased by the NGO/VO/Agency/Others with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the NGO/VO/Agency/Others shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the NGO/VO/Agency/Others, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

#### 4. NGO/VO/Agency/Others' Personnel and Sub-NGO/VO/Agency/Others

#### 4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the NGO/VO/Agency/Others' Key Personnel are described in Appendix C. The Key Personnel and Sub-NGO/VO/Agency/Others listed by title as well as by name in Appendix C are hereby approved by the Client.

#### 4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the NGO/VO/Agency/Others, it becomes necessary to replace any of the Key Personnel, the NGO/VO/Agency/Others shall forthwith provide as a replacement a person of equivalent or betterqualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal

action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the NGO/VO/Agency/Others shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The NGO/VO/Agency/Others shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

#### 5. **Obligations of the Client**

#### 5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (b) assist the NGO/VO/Agency/Others and the Personnel and any Sub-NGO/VO/Agency/Others employed by the NGO/VO/Agency/Others for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the ApplicableLaw;
- (c) Provideto the NGO/VO/Agency/Others, Sub-NGO/VO/Agency/Others and Personnel any such other assistance as may be specified in the SC.

#### 5.2 Services and Facilities

The Client shall make available to the NGO/VO/Agency/Others and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities property shall not be made available and NGO/VO/Agency/Others as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the NGO/VO/Agency/Others for the performance of the Services, (ii) the manner in which the NGO/VO/Agency/Others shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the NGO/VO/Agency/Others as a result hereof.

#### 6. Payment to the NGO/VO/Agency/Others:

#### 6.1 Lump Sum Remuneration

The NGO/VO/Agency/Otherstotal remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-

NGO/VO/Agency/Others' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the NGO/VO/Agency/Others in carrying out the Services described inAppendix

A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

#### 6.2 ContractPrice

The Contract price is set forth in the SC.

#### 6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

#### 6.4 Terms and Conditions of Payment

Payments will be made to the account of the NGO/VO/Agency/Others and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the NGO/VO/Agency/Others of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the NGO/VO/Agency/Others have submitted an invoice to the Client specifying the amount due.

#### 6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the NGO/VO/Agency/Others for each day of delay at the rate stated in the SC.

#### 7. Settlement of Disputes

#### 7.1 AmicableSettlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

#### 7.2 DisputeSettlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

# III. SPECIAL CONDITIONS OF CONTRACT

| Number of Clause *  | Amendments of, and Supplements to, Clauses in the General GC Conditions of Contract   |
|---------------------|---|
| [1.1 (h)The Me      | ember in Charge is]. [1.4.1 The addresses are:  |
| Client              | :_  |
| Attention           | i_  |
| Telex               |   |
| Facsimile           | :   |
| E-mail              | :   |
| NGO/VO/A            | Agency/Others :   |
| Attention           | :_  |
| Telex               | :   |
| Facsimile           | :   |
| E-mail              | :   |
| 1.4.2 Notice s      | hall be deemed to be effective as follows:  |
| (2                  | in the case of personal delivery or registered mail, ondelivery;  |
| (t                  | o) in the case of telexes/e-mail, 24 hours following confirmedtransmission;   |
| (6                  | e) in the case of telegrams, 24 hours following confirmed transmission; and   |
| (0                  | in the case of facsimiles, 24 hours following confirmed transmission.]  |
| 1.6 The Aut         | horized Representatives are:  |
|                     | For the Client :  |
|                     | For the NGO/VO/Agency/Others :  |
| fees, le<br>enacted | /VO/Agency/Othersand the personnel shall pay the taxes, duties, vies and other impositions levied under the existing, amended or laws during life of this contract and the client shall perform such n regard to the deduction of such tax as may be lawfullyimposed. |
|                     | the Consultancy Services tax payable for this Consultancy Services paid/reimbursed by the Client separately.]   |
| 2.1 The date        | e on which this Contract shall come into effect is:   |
|                     | ne period shall bedays[Note: Fill in 30 days or any other iate]or such other time period as the parties may agree in writing]   |
| •                   | iodshallbe[Note: Fill in the period, e.g., twenty-four (24) or such other period as the parties may agree inwriting].   |
| 3.4 The risk        | s and the coverage'sshallbe:  |
| (1) Thire           | d Party motor vehicle liability insurance as required under Motor   |

Vehicles Act, 1988, in respect of motor vehicles operated in India by the NGO/VO/Agency/Others or their Personnel or any Sub-NGO/VO/Agency/Others or their Personnel, for the period of Consultancy;

- (2) Third Party liability insurance, with a minimum coverage for Rs. ...... for the period of Consultancy;
- (3) Client's liability and workers' compensation insurance in respect of the Personnel of the NGO/VO/Agency/Others and of any Sub-NGO/VO/Agency/Others, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
- (4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and
- (5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the NGO/VO/Agency/Others' property used in the performance of the Services, and (iii) any documents prepared by the NGO/VO/Agency/Others in the performance of the Services.

| e: Fill in the blanks and delete what is not applicable] [3.5 (c) <b>Note</b> : Delete where not cable.]  |  |
|---|--|
| eractions are]  |  |
| The NGO/VO/Agency/Others shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.] |  |
| Note: List here any changes or additions to Clause GC5.1 If there are no such changes or additions, delete this Clause SC5.1 from the SC.]        |  |
| The amount of Contractis Rs[6.4 The accountis:  | ]  |
| Disputes shall be settled by arbitration in accordance with the following sions.  |  |
|   | The NGO/VO/Agency/Others shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]  Note: List here any changes or additions to Clause GC5.1 If there are no such changes or additions, delete this Clause SC5.1 from theSC.]  The amount of Contractis Rs[6.4 The accountis: |

#### 7.2.1 Selection of Arbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President,

Institution of Engineers India\*, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India\*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the NGO/VO/Agency/Others shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

#### Modify appropriately.

- \* Insert President Indian Roads Congress (for roads and bridge works) or any other appropriate Institution (for other type of consultancies)
  - (c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

#### 7.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

#### 7.2.3 SubstituteArbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

#### 7.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

#### 7.2.5 Miscellaneous

In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

- (b) the English language shall be the official language for all purposes
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

#### IV. APPENDICES

#### 1. Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

#### 2. Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

#### 3. Appendix C: Key Personnel

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work , and staff-months for each. C-2 List of approved Sub-NGO/VO/Agency/Others [if already available];same

information with respect to their Personnel as in C-1 through C-2)]

#### 5. Appendix D: Services and Facilities to be provided by the Client

[List here under: F-1Services, facilities and property to be made available to the NGO/VO/Agency/Others by the Client.]

#### 6. Appendix E: Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price:

- 1. Monthly rates for local Personnel (Key Personnel and other Personnel)
- 2. Reimbursable expenditures:

This appendix will exclusively be used for determining remuneration for additional services.

#### APPENDIX B

#### Reporting RequirementsNGO's Reporting Obligations

#### a. Inception Report

I. This report will describe the methodology, process and timeframe with an action plan to complete the tasks within contract period. It will be submitted within one month of the start of the assignment. Two (2) copies of the report with an electronic version should be submitted. Preparation of annual action plan as per the PERT chart and submit the same along with the inception report.

#### b. Progress Reports

- II. Ensures submission of monthly progress reports and updating of progress in MIS and documentation of interesting case studies & IGA and identifying such activities which are worth to be documented by an external documentation specialist.
- III. Any other reports as and when required by the department

#### c. Draft Final Report as per the Exit Protocol

The reports should be a distillation of the lower level reports and provide a summary of the issues and actions taken and lessons learned for upgrading the processes. This will be submitted before six weeks of the completion of the assignment. Two (2) copies of the report along with an electronic version should be submitted. Suggestive design and the format will be specified by the department.

#### d. Final Report

Final Report should be submitted after complying with all the comments and observations of JDA within two weeks of the receipt of the final comments. Three (Two to JDA and One to Head Office) copies of the report along with executive summary should be submitted along with the electronic copy for each Batch.

#### APPENDIX C

Key Personnel and Sub-consultants: Working Hours, Overtime, Leave and Holidays

**Working hours**: The working hours will be as per the Karnataka State Government rules and regulations. The key staff and supporting staff shall work during the hours of the project office, unless otherwise remain absent due to travel on duty.

**1. Overtime:** The key personnel and supporting staff provided by the Out Sourcing Agency are not entitled to any overtime spent in providing consulting service to the project. However during exigencies, it is required to function beyond office hours, for which no extra remuneration will be paid.

- **2. Leave:** During the tenure of the project, the personnel and supporting staff rendering consulting services provided by the Out Sourcing Agency to the Client are entitled for following types of leave;
- a) 12 days casual leave in a calendar year i.e. one day per month for every completed month with the condition that if in case of leave used in advance and resigns subsequently, the salary for the excess number of CL shall be deducted out of salary.
- **3. Holidays:** All the general holidays and national holidays during which the project office remains closed are also to be treated as paid holidays to the key personnel and supporting staff provided by the Out Sourcing Agency to the Client. However during the exigencies it is required to function on holidays for which no extra remunerations will be paid.

#### APPENDIX D

#### Data, services and facilities to be provided by the SLNA/WCDC/PIA/WC

- 1. Provide a framework and guidelines to facilitate effective planning and implementation of the programme.
- 2. Necessary information for net planning &preparation of DPR will be provided to the NGO.
- 3. Accord timely sanction to SHG sub plan, business plan and any other sanction required for the implementation of programme at the sub watershed level as stipulated in the contract.
- 4. Responsible for timely release of funds.
- 5. Establish conducive working environment for collaboration between various stakeholders involving line Departments and other programme partners.
- 6. Provide required technical guidance to the NGOs.
- 7. ProvidePERT chart/ Calendar of Activities for the NGO
- 8. WDT members will attend Watershed committee meetings for guidance and smooth functioning of Watershed committee
- 9. PIA and Watershed committee will handle the finance related to project implementation and capacity building.

#### **APPENDIX E**

#### BREAKDOWN OF COSTS(RS)

I Salaries and Institutional Overheads per sub watershed/project( Project ending date: March 2026) Projects duration may be extended based on projects performance by GoI.

| Sl.<br>No           | Designation                                  | No.         | Salary/<br>month   | Total<br>no. of<br>months | Total<br>Remuneration<br>for9 months |
|---------------------|--|-------------|--|---------------------------|--------------------------------------|
| I                   | Salaries                                     |             |  |                           |                                      |
| 1                   | Team Leader                                  | 1           | 32,000   | 9                         | 2,88,000                             |
| 2                   | Training cum IGA<br>Specialist               | 1           | 28,000   | 9                         | 2,52,000                             |
| 3                   | Project Assistant cum Data<br>Entry Operator | 1           | 20,000   | 9                         | 1,80,000                             |
| Total               | Salary Component*                            |             |  |                           | 7,20,000                             |
| II                  | Other Costs                                  |             |  |                           |                                      |
| 4                   | Office Rent                                  | 1           | 5000   | <mark>9</mark>            | 45,000                               |
| 5                   | Computer rentals & internet                  | 1           | 2000   | 9                         | 18,000                               |
| 6                   | Stationary/Electricity                       | Lump<br>Sum | 1500   | <mark>9</mark>            | 13,500                               |
| Total               | Other Costs                                  |             |  |                           | 76,500                               |
| Grand               | Grand Total                                  |             |  |                           | 7,96,500                             |
| NCO Sorvice charges |  |             | Bidders should quote "Service Charges" in percentage (%) against Salary component (Sub Total I of 4B Breakdown of Costs) in the financial folder. (Those proposals where Bidders have quoted Zero and Derivatives from 0 to 0.99 will be |                           |                                      |
| NGO Service charges |  |             | rejected)  |                           |                                      |

<sup>\*</sup>The prospective bidders should quote "Service Charges" in percentage (%) against this amount in the financial folder. (Those proposals where bidders have quoted Zero and derivatives from 0 to 0.99 will be rejected)

#### I. Travel Allowance

#### **Traveling Allowance during field visits:**

| Sl.<br>No | Staff  | Rate per month   |
|-----------|--|--|
| 1.        | Team Leader cum community organizer          | Fixed traveling Allowance: Rs.1500/- per month(Minimum of 15 days of field visits) |
| 2.        | Training cum IGA<br>Specialist               | Fixed traveling Allowance: Rs.2500/- per month(Minimum of 20 days of field visits) |
| 3.        | Project Assistant cum<br>Data Entry Operator | Fixed traveling Allowance: Rs.1000/- per month(Minimum of 10 days of field visits) |

#### **Traveling Allowance during outstation visits (Outside the Jurisdiction):**

| Sl.No. | Staff  | State  | District   | Taluk  |
|--------|--|--|--|--|
| 1.     | Team Leader cum community organizer cum documentation specialist | KSRTC Semi Luxury<br>bus/Railway. Sleeper<br>Class + Rs.350 DA | KSRTC Semi<br>Luxury bus/ II<br>class train +<br>Rs.250 DA | KSRTC Semi Luxury<br>bus/ II class train +<br>Rs.200 DA(Outside<br>the HQ taluk) |
| 2.     | Training cum IGA<br>Specialist                                   | KSRTC Semi Luxury<br>bus/Railway. Sleeper<br>Class + Rs.300 DA | KSRTC Semi<br>Luxury bus/ II<br>class train +<br>Rs.200 DA | KSRTC Semi Luxury<br>bus/ II class train +<br>Rs.200 DA                          |
| 3.     | Project Assistant<br>cum Data Entry<br>Operator                  | Karnataka Saarige<br>/Railway Sleeper +<br>Rs.300 DA           | Karnataka<br>Saarigebus/<br>Railway General<br>Rs.200 DA   | Karnataka<br>Saarigebus/ Railway<br>General Rs.200 DA                            |

#### **APPENDIX F**

#### **Payment Rider Clauses**

- 1. The performance of the NGO is measured on bimonthly basis (once in two months) for NGO payments as per the contract.
- 2. Physical targets and achievement will be considered for measuring the performance-based payment including other qualitative tasks like Bank linkage, Submission of MIS, compliance reports to M, E L &D Observations and other various reports, case studies, etc. specified in the Performance Indicators list.

- 3. Before making the payment for the first quarter, the performance of the first two months should be assessed. Similarly, before making payment, the performance of previous months should be assessed.
- 4. If there is less achievement under any activity and theCBO functioning (SHG, EC functioning) such targets can be brought forward and achieved in the next month as per the ActivityChart. However, it cannot be carried forward further. Which means the pending targets of the month should be completed in the next month and should not be carried forward.

If there are more achievements in the initial few months, the excess achievements should be brought forward and the payment shall be limited to their eligible SoEclaims for the month

| Appendix G: Form of Bank Guarantee for Advance Payments   |
|---|
| (ReferenceSC Clause 6.4 of Contract)  |
| (To be stamped in accordance with Applicable Stamp Act, if any)   |
| Ref:Date:   |
| Dear Sir,   |
| In considerationofM/s   |
| Guarantee to be furnished by the NGO/VO/Agency/Others.  |
| We(NameoftheBank)havingitsHeadOfficeat(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the NGO/VO/Agency/Others to theextentofas aforesaid at anytimeupto@without any demur   |
| reservation, contest, recourse or protest and/or without any reference to the NGO/VO/Agency/Others. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the NGO/VO/Agency/Others or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges |

thisguarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the NGO/VO/Agency/Others. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the NGO/VO/Agency/Others any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving theBank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the NGO/VO/Agency/Others and notwithstanding any security or other guarantee that the Client may have in relation to the NGO/VO/Agency/Otherliabilities.

| Notwithstandingany                               | thingcontai              | nedhereinabove   | ourliabi  | lityunderthisguaranteeislimite |  |  |
|--|--------------------------|------------------|-----------|--------------------------------|--|--|
| dtoand it shall remain in force uptoandincluding |                          |                  |           |                                |  |  |
|  | a                        | nd shall be exte | nded fro  | m time to time for such period |  |  |
| (not exceeding one y                             | /ear), as may            | be desiredbyM    | /s        |                                |  |  |
|  | 0                        | n whose behalf   | this guar | antee has been given.          |  |  |
| Datedthis  | davof                    | 19               | at        |                                |  |  |
|  | ,                        |                  |           | <del></del>                    |  |  |
| WITNESS  |                          |                  |           |                                |  |  |
| (signature)                                      |                          |                  |           | (signature)                    |  |  |
|  |                          |                  |           |                                |  |  |
|  |                          |                  |           |                                |  |  |
| (Name)   |                          |                  |           | (Name)                         |  |  |
|  |                          |                  |           |                                |  |  |
|  |                          |                  |           |                                |  |  |
| (OfficialAddress)                                |                          | Designation (v   | vith Ban  | k stamp)                       |  |  |
|  |                          |                  |           |                                |  |  |
|  | Attorney as per Power of |                  |           |                                |  |  |
|  |                          | AttorneyNo       |           | Dated                          |  |  |

Note: The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India