



NATIONAL FISHERIES DEVELOPMENT BOARD (NFDB)

DEPARTMENT OF FISHERIES

MINISTRY OF FISHERIES, ANIMAL HUSBANDRY & DAIRYING, GOVERNMENT OF INDIA

Government of India

E-Procurement Mode

Request For Proposal (RFP)

for

Appointment of Agency for “Conducting Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY)” under Department of Fisheries

Bid No: NFDB/PMU/PMMSY Evaluation/2024-25

Dated: October 30, 2024



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Appointment of Agency for “Conducting Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY)” under Department of Fisheries



Request for Proposal (RFP)

30th October 2024

Subject: Request for Proposal (RFP) for Appointment of Agency for “Conducting Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY)” under Department of Fisheries

The National Fisheries Development Board (NFDB), Government of India, intends to engage a Consultancy Firm to carry out the Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY) under Department of Fisheries, Government of India, details of which have been provided in the RFP document.

NFDB, invites proposals for this assignment from national organisations / institutions which have requisite experience in this field as detailed in the RFP. The salient features of the study, eligibility criteria and instructions regarding the bid are available on NFDB website (<https://nfdb.gov.in/>) and GeM portal (<https://gem.gov.in/>). The bidders are requested to visit the website regularly to keep themselves updated. Important information & tentative dates are given in section 1 of the RFP.

The interested bidders are requested to submit their proposal online only through GeM portal <https://gem.gov.in/> on or before 25th November 2024, 3:00 PM. Please note manual / offline bids shall not be accepted.

Clarifications/ queries, if any, may be addressed to info@nfdb.gov.in

Chief Executive
National Fisheries Development Board
Department of Fisheries
Ministry of Fisheries, Animal Husbandry and Dairying
Government of India



Disclaimer

The information contained in this Request for Proposal (“RFP”) document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP.

The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, completeness and reliability of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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



Glossary and Abbreviations

- **Agreement** - As defined in Schedule-2
- **Agreement Value**- As defined in Schedule-2
- **Applicable Laws**- As defined in Schedule-2
- **Bidder**- As defined in Clause 2.1.1
- **Assignment**- As defined in Clause 3.1.4
- **Associate**- As defined in Clause 2.3.3
- **Authorized Representative**- As defined in Clause 2.13.3
- **Authority**- As defined in Clause 1.1.1
- **Bid Security**- As defined in Clause 2.20.1
- **Bill of Quantity (BoQ)**- As defined in Clause 2.15.1
- **Conditions of Eligibility**- As defined in Clause 2.2.1
- **Conflict of Interest**- As defined in Clause 2.3.1
- **Consultancy Team**- As defined in Clause 2.1.4
- **Consultant**- As defined in Clause 1.2
- **CSC**- Common Service Center
- **CV**- Curriculum Vitae
- **Effective Date**- As defined in Schedule-2
- **Eligible Assignments**- As defined in Clause 3.1.4
- **Final Evaluation Report**- As specified in Paragraph 5 of Schedule-1
- **Financial Proposal**- As defined in Clause 2.15.1
- **Form of Agreement**- Form of Agreement as in Schedule-2
- **FDGs**- Focus Group Discussion
- **INR, Re, ₹, Rs** - Indian Rupee(s)
- **Key Date**- As specified in Clause 1.8
- **Key Personnel**- As defined in Clause 2.1.4
- **Lead Member**- As defined in Clause 2.1.1
- **LOA**- Letter of Award



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- **Official Website-** As defined in Clause 1.11.2
- **Personnel-** As defined in Schedule-2
- **Prohibited Practices-** As defined in Clause 4.3
- **Project Manager-** As defined in Schedule-2
- **Proposal-** As defined in Clause 1.2
- **PDD-** Proposal Due Date
- **PMMSY-** Pradhan Mantri Matsya Sampada Yojana
- **RFP-** As defined in Disclaimer
- **Selected Bidder-** As defined in Clause 1.6
- **Selection Process-** As defined in Clause 1.6
- **Services-** As defined in Schedule-2
- **Sole Firm-** As defined in Clause 2.1.1
- **Statutory Auditor-** An Auditor appointed under Applicable Laws
- **Team Leader-** As defined in Clause 2.1.4
- **Technical Proposal-** As defined in Clause 2.14.1
- **TOR-** As defined in Clause 1.1.2
- **USD, \$-** United States Dollar

The words and expressions beginning with capital letters and defined in this document shall unless repugnant to the context have the meaning ascribed thereto herein.



NOTICE INVITING TENDER

TENDER (BID) for Appointment of Agency for “Conducting Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY)” under Department of Fisheries

Bid No:	NFDB/PMU/PMMSY Evaluation/2024-25
Bid Notification Date	30.10.2024
Name of the work	Appointment of Agency for “Conducting Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY)” under Department of Fisheries
Pre-Bid Meeting, time and place	11.11.2024 at 2PM through Physical and Video Conference
Last date of Receiving Queries / Clarifications	12.11.2024 (2PM)
Authority’s responses reply latest by	19.11.2024
Last date & time for online submission of Bid	25.11.2024 (3PM)
Date, time and Place of opening of Technical Bid	26.11.2024 (3PM) or any other date and time intimated from time to time.
Date, time and Place of opening of Financial Bid	Will be intimated to the technically qualified bidders

OTHER INSTRUCTIONS:

- Details of the BID Documents and Notification of any Addendum / Corrigendum to the BID documents are available in web site.
- E-Tenderers are not permitted to alter/change/delete/modify any clause of the BID document downloaded from the website. If any deviation / discrepancy is found after submission of BID, the submitted offer will be summarily rejected.
- Bidders shall submit the Bid Document as stipulated in the tender document. NFDB reserves the right to verify the submitted copies of documents / credentials with the original documents.
- In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.
- NFDB reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.



Appointment of Agency for “Conducting Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY)” under Department of Fisheries



Invitation for Proposal



1. Introduction

1.1 Background

1.1.1. National Fisheries Development Board (NFDB), the **Authority** is an autonomous organization under the administrative control of the Department of Fisheries, Ministry of Fisheries, Animal Husbandry & Dairying, Government of India has been playing a vital role in development of fisheries and aquaculture in an integrated and holistic manner.

1.1.2. In pursuance of the above, the Authority has decided to carry out the process for selection of a Consultant for the Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY), the scheme under Department of Fisheries (the “Project”) in accordance with the Terms of Reference specified at Schedule-1 (the “TOR”).

1.2 Request for Proposals

1.2.1. NFDB hereby invites proposals (the “Proposals”) for selection of a Consultant (the “Consultant”) who shall conduct an evaluation study of the PMMSY Scheme, in accordance with the TOR (collectively the “Consultancy”).

The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Bidders

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority, sending written queries to the Authority, and attending a Pre-Bid Meeting on the date and time specified in Clause 1.10 of Invitation for Proposal.

1.4 Availability of RFP Document

The document can be downloaded from the Official NFDB website <https://nfdb.gov.in/> and GeM portal <https://gem.gov.in/>

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than **90 days** from the Proposal Due Date (the “PDD”) as specified in Clause 1.8 and Clause 2.17 of Invitation for Proposal.

1.6 Brief description of the Selection Process

The Authority has adopted a Single Stage Double envelope selection process (collectively the “Selection Process”) for evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes.

After opening the first (i.e. technical) envelope, a technical evaluation will be carried out as specified in Clause 3.1 of Invitation for Proposal. Based on this technical evaluation and scoring, a list of short-listed Bidders shall be prepared as specified in Clause 3.2 of Invitation for Proposal. After opening the second (i.e. financial) envelope, a financial evaluation and scoring will be carried out as specified in Clause 3.3 of Invitation for Proposal.

Proposals will finally be ranked according to their combined technical and financial scores computed basis weighted average of **[70 (technical):30 (financial)]** on **QCBS basis**, as specified in Clause 3.4 of Invitation for Proposal. The first ranked Bidder shall be selected for negotiation (the “Selected Bidder”).



1.7 Currency conversion rate and payment

1.7.1. For the purposes of technical evaluation of Bidders, the currency conversion rate would be the prevailing RBI reference rate on the day of PDD.

1.7.2. All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange rate risk, if any, shall be borne by the Consultant.

1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

SL. No.	Event Description	Date
i.	Pre-Bid Meeting, time and place	11.11.2024 at 2PM through Physical and Virtual mode
ii.	Last date for receiving queries/clarifications	12.11.2024 (2 PM)
iii.	Authority response to queries	19.11.2024
iv.	Last date & Time for online submission of Bid	25.11.2024 (3 PM)
v.	Date, time and Place of opening of Technical Bid	26.11.2024 (3 PM)

1.9 Pre-Proposal Queries

Prospective Bidders may address their queries clearly specifying “Appointment of Agency for “Conducting Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY)” under Department of Fisheries.” in the subject line to the nodal officer specified below:

PMU Division
National Fisheries Development Board (NFDB)
Email: info@nfdb.gov.in
Phone: 040-24000127 / 176

1.10 Pre-Bid Meeting

1.10.1 Pre-Bid Meeting of the Bidders shall be convened at the designated date, time and place in hybrid mode. A maximum of two representatives of each Bidder shall be allowed to participate on production of an authority letter from the Bidder.

1.10.2 During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process. The date, time and venue of Pre-Bid Meeting shall be:

Date: 11.11.2024

Time: 2 PM

Venue: Physical / Virtual

Meeting link: <https://nfdb.webex.com/nfdb/j.php?MTID=m7f18403e1861265e156647006463762d>

Meeting number: 2517 473 7734

Meeting password: tgXBPckm333



1.11 Communications

1.11.1. All communications including the submission of Proposal should be addressed to:

**The Chief Executive
National Fisheries Development Board
Pillar No: 235, PVNR Expressway, SVPNPA Post,
Hyderabad-500 052, Telangana State, India.
Email: info.nfdb@nic.in**

1.11.2. The Official Website of the Authority is: www.nfdb.gov.in

1.11.3. All communications, should have the following caption marked at the top in bold letters:

RFP for Appointment of Agency for “Conducting Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY)” under Department of Fisheries

2. Instructions to Bidders

A. General

2.1 Scope of Proposal

2.1.1. Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case a Bidder firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “**Sole Firm**”) or as lead member of a consortium of firms not more than 3 entities (the “**Lead Member**”) in response to this invitation. The term Bidder (the “**Bidder**”) means the Sole Firm or the Lead Member or University or Academic Institutions, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2. Bidders are advised that the selection of the Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are final without any right of appeal whatsoever.

2.1.3. The Bidder shall submit its Proposal in the form and manner specified in this Section (Instruction to Bidders) of the RFP. The Technical Proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Bidder shall be required to enter into an agreement with the Authority in the form specified at Schedule-2. The responsibility related to the completion of study in terms of submission of deliverables and achievements of milestones, as prescribed in Terms of Reference (TOR) lies with the Bidder.

2.1.4. Key Personnel:

The Consultant shall form a multi-disciplinary team (the “Consultancy Team”) for undertaking this assignment. The Consultancy Team shall consist of the following personnel who shall discharge their respective responsibilities as specified below:

Sl. No.	Personnel	Responsibilities of the Key Personnel
Key Personnel		
i.	<i>Team Leader</i>	She/He will lead, co-ordinate and supervise the multidisciplinary team for preparation of the Evaluation Study, and act as a focal point to the Authority throughout



		<p>the duration of the project. S/He will be responsible for:</p> <ol style="list-style-type: none">Overall execution and oversight of the projectAccountable leadership providing guidance, problem solving supportMonitor, track and report on progress and performance:<ul style="list-style-type: none">Define project tasks, milestone, assign roles and responsibilities to the team membersTo brief authority fortnightly on the progress and challenges apart from specific deliverables mentioned in the ToR.Ensure high quality of data, analysis and report writing:<ul style="list-style-type: none">Identification of reliable sources, access, synthesize and meta-analysisSynthesize the collected secondary data into meaningful insightsEnsuring content accuracy, creativity, consistency and innovation in the report.Driving discussions with key stakeholders including officials at state and centre, sector experts, beneficiaries etc. to refine the information collected and gain insights about scheme.Lead the evaluation study, training of the investigators, timely inception of survey, field movement plan, data collection, updating the status of field survey, data analysis, and report writing.Perform other relevant duties as assigned by the authority.
ii.	<i>Project Manager</i>	<p>She/He will assist the Team Leader in day-to-day managing the project, leading, coordinating and supervising the multidisciplinary team for the evaluation Study. S/He will be responsible for:</p> <ol style="list-style-type: none">Lead the research activity including development of research tools, analysis plan, Training and deployment of the field team in data collection.Project management as per agreed activities, timelines and deliverablesCommunication related activitiesDrive discussions with senior officials in the government at Centre and State levels.Coordinating with the team and other stakeholdersSending periodic updates, highlighting challenges and potential solutions in project executionManage all field surveyors/field managers.Managing the data flow of beneficiaries in all States/UTs and follow-up with scheme implementing agencies.Coordinate and supervise the field team for data collection and ensures the appropriate way of sampling



		as per the work plan submitted.
iii.	<i>Sector Specialist</i>	She/he will be responsible for: a. Providing analysis plan, meta-analysis, questionnaire and discussion guide design, analysis of primary and secondary data, final evaluation report review, sector-specific synthesis, and recommendations, etc. b. Providing sector inputs related to the study Providing insights into production, productivity, sustainability, marketing etc. c. Conducting surveys with officials and other stakeholders, identifying gaps and challenges in design and implementation of the scheme. d. Shall accompany the field data collection team in select sites for providing inputs and build capacity of field team in data collection.
iv.	<i>Senior Researcher</i>	She/He will be responsible for: a. Providing research/economic perspectives on all aspects of the project b. Designing a meta-analysis plan based on the secondary data c. Finalizing primary data collection tools like discussion guides for focus group discussions, agenda for in-depth interviews and survey questionnaires and prepare a data analysis plan. d. Conduct field surveys in select sites for demonstration and training of the field team for data collection. e. Ensuring data quality of the primary data collected and the use of latest analytical tools for qualitative and quantitative data analysis.
Other Personnel		
v.	<i>Junior Researcher - 1</i>	She/He will be responsible for: a. Accompany the field team for data collection in select sites. b. Conducting meta-analysis and secondary research from different sources for the study c. Assisting in data cleaning, storage, analysis and Management d. Assisting team members in research and analysis e. Assist in designing research tools for quantitative and qualitative research. f. Conduct data analysis and assist the senior team in report writing
vi.	<i>Junior Researcher - 2</i>	She/He will be responsible for: a. Accompany the field team for data collection in select sites. b. Conducting meta-analysis and secondary research from different sources for the study c. Assisting in data cleaning, storage, analysis and Management d. Assisting team members in research and analysis e. Assist in designing research tools for quantitative and



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		<p>qualitative research.</p> <p>f. Conduct data analysis and assist the senior team in report writing</p> <p>g. Conduct econometric/ statistical analysis of data</p>
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2.2 Conditions of Minimum Eligibility of Bidders/ Eligibility Criteria

2.2.1 Bidders must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Bidder shall fulfil the following:

(A) **Technical Capacity***: The Bidder must be a legal entity as per Applicable Laws. The Bidder shall have, over the past 7(Seven) years preceding the PDD, undertaken **a minimum of 3 (three) Eligible Assignments** as specified in Clause 3.1.4 Invitation for Proposal. The Bidder should not have been debarred or blacklisted by the Central Government, any State Government, a Statutory Authority, or a Public-Sector Undertaking, from participating in any consulting assignment, and such bar (if any) should not subsist, as on bid due date.

(B) **Financial Capacity+**: The Bidder shall have a minimum Average Annual turnover of **INR 1.5 Crores (One Crore Fifty Lakhs)** during last 3 (three) financial years FY 2021-22, FY 2022-23 and FY 2023-24.

(C) **Availability of Key Personnel**: The Bidder shall offer and ensure that all Key Personnel meet the requirements specified in sub-clause (D) below.

(D) **Conditions of Eligibility for Key Personnel**: Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

Sl. No.	Personnel	Minimum Educational Qualifications	Total Professional Experience	Relevant Experience (Documentary proof to be attached with authorized signatory)
Key Personnel				
i.	<i>Team Leader</i>	Master’s Degree in Civil Engineering / in Agriculture and allied Subject, preferably in Fisheries.	15 years	At least 8 years of experience in handling agriculture and allied sectors projects. With at least one position as team leader during this period. Experience in handling minimum 2 projects of evaluation survey of Central/ State Govt. scheme.
ii.	<i>Project Manager</i>	Master’s Degree in Civil Engineering / in Agriculture and allied Subject, preferably in Fisheries.	10 years	At least 7 years of work experience in managing large-scale public sector schemes/projects/ programs/initiatives especially areas of agriculture and allied sectors. Experience in handling minimum 2 projects of evaluation survey of Central/ State Govt. scheme.
iii.	<i>Sector Specialist</i>	Master’s degree in Fisheries Science / Marine Biology / Aquaculture	10 years	At least 7 years of experience in fisheries and aquaculture
iv.	<i>Senior Researcher</i>	Master’s degree in Fisheries Science /	8 years	At least 5 years of experience in fisheries and aquaculture



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		Marine Biology / Aquaculture		
Other Personnel				
v.	<i>Junior Researcher - 1</i>	Master’s degree in Fisheries Science / Marine Biology / Aquaculture	2 years	At least 1 year post qualification experience in handling fisheries and aquaculture related projects/research work.
vi.	<i>Junior Researcher - 2</i>	Master’s Degree in Statistics / Economics	2 years	At least 1 year of relevant experience in agriculture and allied sectors

2.2.3 The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its revenue during each of the **3 (three) financial years** i.e., **FY 2021-22, FY 2022-23 and FY 2023-24**. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder.

2.2.4 The Bidder should submit a **Notarised Power of Attorney (POA)/ Board Resolution Document** (whichever is applicable) as per the format at Form-4 of Appendix-I; provided, however, that such Notarised Power of Attorney/ Board Resolution Document would not be required if the Application is signed by a partner of the Bidder, in case the Bidder is a partnership firm or limited liability partnership. In case of govt-owned academic institutions, in lieu of POA, a letter of authorization duly signed by the competent authority such as Head of the Department, Dean, Registrar, Director etc. shall be considered.

2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.2.6 A Bidder or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.

2.2.7 While submitting a Proposal, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices are insufficient. Alternatively, Bidders may format the specified forms making due provision for incorporation of the requested information.

* and + Documentary proof signed by authorized signatory to be attached

2.3 Conflict of Interest

2.3.1 A Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority reserves the right to take action as per the Bid Security or Bid Security Declaration for, inter alia, the time, cost and effort of the Authority including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated, - in the Guidance Note on Conflict of Interest at Schedule-3. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:



(a) Conflicting Associations:

- directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- receives or has received any direct or indirect subsidy/ financial stake from another Bidder; or
- has the same correspondence address or same legal representative/ agent as another Bidder for purposes of this proposal; or
- has a relationship with another Bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the Proposal of another Bidder or influence the decisions of the Authority regarding this Procurement Process; or

(b) Unfair Competitive Advantage and Conflicting Activities: had (or any of its Affiliates) been engaged by the Authority to provide goods, works, or services for a project, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or services. Conversely, a firm (or any of its Affiliates) hired to provide consulting services for the preparation or implementation of a project shall be disqualified from subsequently providing goods or works or services resulting from or directly related to the consulting services for such preparation or implementation; or

(c) Conflicting Assignments: would (including its Experts or any of its Affiliates) be or are providing consultancy services in another assignment for the same or another Authority that, by its nature, may conflict with this assignment, or

(d) Commissions and Gratuities: The Bidder shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of the resulting Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee; or

(e) Conflicting Relationships: has close business/ family relationship with a staff of the Authority who are/ would be directly/ indirectly involved in any of the following activities:

- i. Preparation of the RFP document or ToR of the procurement process
- ii. Evaluation of Proposals or Award of Contract, or
- iii. Implementation/supervision of the resulting contract

(f) For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than **50% (fifty per cent)** of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.4 Number of Proposals

No Bidder or its Associate shall submit more than one Application for the Consultancy. A Bidder applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.5 Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.



2.6 Verification of information

Bidders are encouraged to submit their respective Proposals after verification of the documents, reference materials, etc. within the purview of this RFP and the Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Bidder

2.7.1 It shall be deemed that by submitting the Proposal, the Bidder has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority; or relating to any of the matters referred to in Clause 2.6 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it.

2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to reject any or all Proposals

2.8.1 Not with standing anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 Without prejudice to the generality of Clause 2.8.1 of Invitation for Proposal, the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If the Bidder is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified / rejected, the Authority reserves the right to annul the Selection Process.

B. Documents

2.9 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum/ Amendment issued in accordance with Clause 2.11 of Invitation for Proposal:

Request for Proposal

1. Introduction
2. Instructions to Bidders



3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Miscellaneous

Schedules

1. **Terms of Reference**
2. **Form of Agreement**

- Annex-1: Terms of Reference
- Annex-2: Deployment of Personnel
- Annex-3: Estimate of Personnel Costs
- Annex-4: Cost of Services
- Annex-5: Payment Schedule
- Annex-6: Bank Guarantee for Performance Security

3. Guidance Note on Conflict of Interest

Appendices

Appendix-I: Technical Proposal

- Form-1: Letter of Proposal
- Form-2: Particulars of the Bidder
- Form-3: Statement of Legal Capacity
- Form-4: Power of Attorney
- Form-5: Financial Capacity of Bidder
- Form-6: Particulars of Key Personnel
- Form-7: Proposed Methodology and Work Plan
- Form-8: Eligible Assignments of the Bidder
- Form-9: Deployment of Personnel
- Form-10: Other Implementation Support Personnel
- Form-11: Bid Security Declaration Form
- Form-12: Letter of Intent for Technical Collaboration

Appendix-II: Financial Proposal

- Form-1: Covering Letter
- Form-2: Financial Proposal
- Form-3: Estimate of Personnel Costs

2.10 Clarifications

2.10.1 Bidders requiring any clarification on the RFP may submit their queries online to the Authority by logging in through their registered email id before the date mentioned in the Schedule of Selection Process at Clause 1.8 of Invitation for Proposal.

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The Authority will post the reply to all such queries on the Official Website without identifying the source of queries.

2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 of Invitation for Proposal shall be construed as obliging the Authority to respond to any question or to provide any clarification.



2.11 Addendum or Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the NFDB Website / Gem Portal.

2.11.2 All such amendments shall be posted on the NFDB Website / Gem Portal along with the revised RFP containing the amendments and will be binding on all Bidders.

2.11.3 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

C. Preparation and Submission of Proposal

2.12 Language

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

2.13.1 The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Bidder shall submit its bid in the electronic form on or before the date and time as mentioned in the Schedule of Selection Process at Clause 1.8 of Invitation for Proposal.

2.13.3 Bids along with all the scanned copies of the document should be submitted in the electronic form only through e-tendering system as mentioned above. Before the bid documents are uploaded, all attached documents should be signed using scanned/digital signatures of the authorised representative (the “Authorised Representative”) as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- (d) by the Authorized Representative of the Lead Member, in case of consortium.

A Notarised copy of the Power of Attorney/Board Resolution document (whichever is applicable) certified under the hands of a partner or director of the Bidder and Notarised by a notary public in the form specified in Appendix-I (Form-4) shall be uploaded along with the Proposal.

2.13.4 The following documents shall be sent separately to the Authority in original through Speed Post/ Registered Post or delivered by hand to the person specified in the Clause 1.11.1 of Invitation for Proposal in a sealed envelope:

a) Notarised Power of Attorney/ Board Resolution Document (whichever is applicable) as required under Clause 2.13.3 of Invitation for Proposal prior to the award of contract.

b) Insurance Surety Bond/ Account Payee Demand Draft/ Fixed Deposit Receipt/Banker’s Cheque/ Bank Guarantee (including e-bank guarantee) from any of the scheduled commercial Banks towards Bid Security or Bid Security Declaration, as required under Clause 2.20 of Invitation for Proposal no later than one week after



the Proposal Due Date.

Kindly note that, the proposal shall be rejected if original (hard copy) of Notarised Power of Attorney/ Board Resolution Document (whichever is applicable) and Bid security or Bid Security Declaration is not submitted within two weeks after the Proposal Due Date.

The envelope specified in this Clause 2.13.4 of Invitation for Proposal shall clearly bear the following identification:

RFP for Appointment of Agency for “Conducting Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY)” under Department of Fisheries

If this envelope is not sealed and marked as instructed above, assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any suffered by the bidder.

Please note that, if the above documents are not submitted in original (hard copy) form as above, or if there is any discrepancy found between the above documents submitted in original (hard copy) form and that submitted on the GeM Portal, the award of this Consultancy may be liable to cancellation and the bid security shall be forfeited or the action shall be taken as per the bid security declaration, as the case may be, against the Consultant.

2.13.5 Bidders should note the Proposal Due Date, as specified in Clause 1.8 of Invitation for Proposal, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents uploaded on <https://gem.gov.in/> by the closing time of Proposal Due Date as specified in Clause 2.17.1 of Invitation for Proposal. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.24 of Invitation for Proposal.

2.13.6 The Authority is neither a party nor a principal in the relationship between the Bidder and the organisation hosting the GeM portal (hereinafter called the Portal). Bidders must comply with the rules, regulations, procedures, and implied conditions/ agreements of the GeM portal, including registration, compatible Digital Signature Certificate (DSC) etc. Consultants shall settle clarifications and disputes, if any, regarding the Portal directly with them.

2.14 Technical Proposal

2.14.1 Bidders shall submit the technical proposal online in the formats at Appendix-I (Collectively the “Technical Proposal”).

2.14.2 While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:

- a) The Bid Security or Bid Security Declaration is provided;
- b) All scanned copies of the forms are submitted in the prescribed formats and signed by the authorised signatories;
- c) Notarised Power of Attorney/ Board Resolution Document (Whichever is applicable), is executed as per Applicable Laws;
- d) Duly signed CVs of all Key Personnel have been included;
- e) Key Personnel and Other Professional Personal have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of Invitation for Proposal;
- f) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- g) The CVs have been recently signed and dated in blue ink or digitally signed by the respective Personnel, and digitally countersigned by the Bidder. A copy of the CV signed by respective Key Personnel, duly digitally countersigned by the authorized signatory, shall be accepted. If 50%, i.e. 2 out of 4 CVs are not signed by



the key personnel, the evaluation should be carried without considering these unsigned CVs and, if this Consultant is still a winner, the signed CVs should be submitted by the Selected Consultant before the award of contract. The replacement of such key personnel would not be allowed before the award of the contract unless such key personnel are found to be ineligible as per the Clause 2.25.1. If 75%, i.e. 3 out of 4 of the CVs are not signed by the respective proposed key personnel, the proposal should be termed as non-responsive and rejected at the technical evaluation stage.

- h) CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- i) All Personnel must possess good working knowledge of English language;
- j) Key Personnel and Other Professional Personal would be available for the period indicated in the TOR;
- k) The proposal is responsive in terms of Clause 2.22.3 of Invitation for Proposal.

2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 of Invitation for Proposal shall make the Proposal liable to be rejected.

2.14.4 If a bidder or its successor makes a false averment regarding their qualification, experience or other particulars, or their commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, they shall be liable to be debarred for any future assignment of the Authority for a period of 3 (three) years. The award of this Consultancy to the Bidder may also be liable to cancellation in such an event.

2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal. If done so, the bidder may be liable to be rejected.

2.14.6 The proposed team shall be composed of experts and specialists (the “Personnel”) in their respective areas of expertise and managerial/support staff (the “Support Personnel”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. Other competent and experienced professional personnel in the relevant areas of expertise must be added as required for successful completion of the consultancy. The CVs of each such Personnel, if any should also be submitted in the format at Form-6 of Appendix-I.

2.14.7 The Authority reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

2.14.8 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Bidder or Consultant, as the case may be.

In such an event, the Authority reserves the right to take action as per the Bid Security Declaration for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15 Financial Proposal/ Bill-of-Quantity (BoQ)

2.15.1 Bidders shall submit online the financial proposal in the formats at Appendix-II (the “Financial Proposal”, also referred to as the “Bill-of-Quantity”) clearly indicating the total cost of the Consultancy (Item [G] of Form-2 of Appendix-II) in both figures and words, in Indian Rupees (INR or Rs.), and signed by the Bidder’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall



prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the arithmetic total shall prevail.

2.15.2 While submitting the Financial Proposal, the Bidder shall ensure the following:

(i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall cover remuneration for all the Personnel (Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

(ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

(iii) Costs (including break down of costs) shall be expressed in INR.

2.16 Submission of Proposal

2.16.1 The Bidders shall submit the Proposal through GeM portal only, with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be digitally signed by the Authorised Representative of the Bidder as per the terms of the RFP. In case the proposal is submitted on the document downloaded from Official Website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

2.16.2 The proposal shall need to be submitted online on the Portal itself; manual/offline bids shall not be accepted under any circumstances. Also, the Bidder shall have to separately send Bid Security and Notarised Power of Attorney/ Board Resolution Document (whichever is applicable) in original (hard copy) to the Authority as specified in the Clause 2.13.4 of Invitation for Proposal.

2.16.3 The Technical and Financial bids must be submitted online in their respective folders, one clearly marked “Technical Proposal” and the other clearly marked “Financial Proposal”.

The folder marked —Technical Proposal shall contain:

- (i) Application in the prescribed format along with (Form-1 to 12 of Appendix-I) and supporting documents; and
- (ii) Scanned copy of Bid security or Bid Security Declaration as specified in Clause 2.20.1 of Invitation for Proposal
- (iii) Scanned copy of Notarised Power Attorney/ Board Resolution Document (Whichever is applicable) as specified in Clause 2.13.3 of Invitation for Proposal

The folder marked —Financial Proposal shall contain the Financial Proposal in the prescribed format (Forms 1, 2 & 3 of Appendix-II).

2.16.4 All pages of the Technical Proposal and Financial Proposal must be numbered and digitally signed by the Authorised Representative of the Bidder.

2.16.5 The complete Proposal must be submitted online on or before **03:00 PM** on the Proposal Due Date specified in Clause 1.8 of Invitation for Proposal. Proposals submitted by post, fax, telex, telegram, in-person or e-mail shall not be entertained.

2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate pages and only information that is directly relevant should be uploaded. This may include scanned photocopies of the relevant pages of printed documents.



No separate documents like printed annual statements, company brochures etc. will be entertained.

2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Consultancy by the Authority and discharge of all obligations of the Consultant under the Agreement.

2.17 Proposal Due Date

2.17.1 Proposal should be submitted online on the GeM portal on or before 03:00 PM on the Proposal Due Date specified in Clause 1.8 of Invitation for Proposal in the manner and form as detailed in this RFP. The Bidder is advised to retain the acknowledge - procurement of the online submission of the bid for future reference.

2.17.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing a Corrigendum/ Addendum/ Amendment in accordance with Clause 2.11 of Invitation for Proposal uniformly for all Bidders.

2.18 Late Proposals

Proposals submitted after the due date will not be accepted by the GeM portal and hence will automatically be rejected. NFDB shall not be responsible if the bid is not submitted online within the specified timelines.

2.19 Modification/ substitution/ withdrawal of Proposals

2.19.1 The Bidder may modify, substitute, or withdraw its proposal by logging into the GeM portal prior to the proposal due date and time.

2.19.2 No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the Proposal Due Date.

2.19.3 Any request for alteration/ modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date shall be disregarded.

2.20 Bid Security

2.20.1 The Bidder shall furnish as part of its Proposal, a bid security of INR 3,75,000 in the form of Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/Banker's Cheque/Bank Guarantee (including e-bank guarantee) issued by one of the Nationalized/ Scheduled Banks in India in favor of “**National Fisheries Development Board**”, payable at **Hyderabad**. Bid Security is returnable within 30 (thirty) days from PDD except in case of the two highest ranked Bidders as required in Clause 2.25.1 of Invitation for Proposal. In the event that the first ranked Bidder commences the assignment as required in Clause 2.30 of Invitation for Proposal, the second ranked Bidder, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case later than 120 (one hundred and twenty) days from PDD. After the award of the contract, the Selected Bidder's Bid Security shall be returned within 30 (thirty) days on receipt of the performance security in accordance with the provisions thereof. Bid security will remain be valid for a period of 45 (forty-five) days beyond the final bid validity period (for a total of 135 days), subject to bank norms. Bid securities of the unsuccessful bidders during technical evaluation, would be returned within 30 days of declaration of results of the technical evaluation. In case of Central/ State Govt. owned universities/ academic institutions, the Bidder shall furnish, as part of its Proposal, a Bid Security Declaration (instead of Bid Security) as per format specified in Appendix-I Form-11.

Universities/ academic institutions (hereunder referred to as universities/ institutions) should be recognized by the University Grant Commission or owned by State or the Central Government.

2.20.2 Any Bid not accompanied by the copy of Bid Security or the Bid Security Declaration, as the case may be, shall be rejected by the Authority as non-responsive.

2.20.3 The authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.



2.20.4 The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, the Authority reserves the right to forfeit the bid security or take action as per the Bid Security Declaration for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) If a Bidder submits a non-responsive Proposal;
- b) If a Bidder engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- c) If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time;
- d) In the case of the Selected Bidder, if the Bidder fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1 of Invitation for Proposal;
- e) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively of Invitation for Proposal; or
- f) If the Bidder is found to have a Conflict of Interest as specified in Clause 2.3 of Invitation for Proposal.

2.21 Performance Security

2.21.1 The Bidder, by submitting its proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- (a) If a Bidder engages in any of the Prohibited Practices specified in Clause 4.1 of Invitation for Proposal;
- (b) if the Bidder is found to have a Conflict of Interest as specified in Clause 2.3 of Invitation for Proposal; and
- (c) if the Selected Bidder commits a breach of the Agreement.

2.21.2 An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21 of Invitation for Proposal which may be forfeited and appropriated in accordance with the provisions hereof. Performance Security may be furnished in the form of Insurance Surety Bond/Bank Guarantee (including e-Bank Guarantee)/ Account Payee Demand Draft /Fixed Deposit Receipt issued by one of the Scheduled Commercial Banks in India, or online payment in acceptable form. Performance Security is to be furnished within 14 (fourteen) days after notification of the award and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations.

D. Evaluation Process

2.22 Evaluation of Proposals

2.22.1 The Authority shall open the Proposals at 03:00 PM on the next working day after the Proposal Due Date via online bid opening. The folder of Technical Proposal shall be opened first. The folder of Financial Proposal shall be kept locked for opening at a later date.

2.22.2 Proposals withdrawn prior to the Proposal Due Date shall not be considered for evaluation in accordance with Clause 2.19 of Invitation for Proposal.

2.22.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal may be considered responsive only if:

- a) The Technical Proposal is received in the form specified at Appendix-I; (All forms to be scanned and uploaded in pdf form on GeM Portal duly signed by the authorized signatory, statutory auditor and/or key personnel, as applicable;



- b) It is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17 of Invitation for Proposal;
- c) It is accompanied by the scanned copy of Bid Security or Bid Security Declaration Form as specified in Clause 2.20.1 of Invitation for Proposal.
- d) It is digitally signed, numbered and submitted as stipulated in Clauses 2.13 and 2.16 of Invitation for Proposal;
- e) It is accompanied by the scan copy of Notarised Power of Attorney Board Resolution Document (whichever is applicable) as specified in Clause 2.2.4 of Invitation for Proposal;
- f) It contains all the information (complete in all respects) as requested in the RFP;
- g) It does not contain any condition or qualification; and
- h) It is not non-responsive in terms hereof.

2.22.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.22.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 of Invitation for Proposal and the criteria set out in Section 3 of Invitation for Proposal.

2.22.6 After the technical evaluation, the Authority shall prepare a list of Technically qualified Bidders in terms of Clause 3.2 of Invitation for Proposal for opening of their Financial Proposals. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of Technically qualified Bidders along with their Technical Score will be e-mailed to the responsive bidders along with the timing of opening financial bid. The opening of Financial Proposals shall be done in presence of respective representatives of the Technically qualified Bidders, who choose to be present. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4 of Invitation for Proposal.

2.22.7 Bidders are advised that selection shall be based on their meeting various criteria enumerated in the different clauses of the RFP. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process or selection.

2.22.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

2.22.9 Deviations/ Omissions During the evaluation of proposals, the following definitions apply:

- a. “Deviation” is a departure from the requirements specified in the RFP document;
- b. “Omission” is failing to submit part or all of the information or documentation required in the RFP Document;

The decision of the Authority shall be final in this regard.

2.23 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.



2.24 Clarification

2.24.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.24.2 If a Bidder does not provide clarifications sought under Clause 2.24.1 of Invitation for Proposal above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

E. Appointment of Consultant

2.25 Negotiations

2.25.1 The proposal securing the highest combined marks and ranked H-1 may be invited for negotiations. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1. The negotiations shall generally be for reconfirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. There shall be no change in the scope of the work/services during negotiation. In case the Selected Bidder fails to reconfirm its commitment, the Authority reserves the right to forfeit the bid security or Bid security declaration of the Bidder in accordance with the provisions of Clause 2.20.4 of Invitation for Proposal.

2.25.2 The Authority will examine the CVs of all other Key Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the Authority.

2.25.3 Before issuing a Letter of Award (LoA) to the successful Bidder, the Authority may, at its discretion, ask the selected Bidder to submit self-attested copies of relevant certificates for minimum educational qualifications and proof of relevant experiences, given in the CVs in the proposal, of the Key Personnel for verification. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the consultant fails to provide such originals or in case of substantive discrepancies in such documents, the proposal will be considered as non-responsive and rejected. In such cases, the Authority may forfeit the Bid Security or/and initiate suitable action as per the provision of Bid Security Declaration.

2.25.4 As a pre-requisite to the negotiations, the Selected Bidder shall confirm the availability of all Key Personnel included in the Proposal. Failure to confirm the Key Personnel availability may result in the Bidder's Proposal being declared non-responsive and the Authority proceeding to negotiate the Contract with the next-ranked responsive Bidder. Notwithstanding the above, the substitution of Key Personnel at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Bidder, including but not limited to reasons of resignation, illness, accident, inadequate performance, or personality conflict. In such case, the Selected, Bidder shall offer a substitute Key Personnel within the period specified in the invitation letter to negotiate the Contract, who shall have **equivalent or better qualifications and experience than the original candidate**. The Authority reserves its right to seek during negotiations the replacement of the Key Personnel.

2.25.5 The negotiations are concluded with a review of the finalized draft Contract, which shall be initiated by the Authority and the Bidder's authorized representative. If the negotiations fail, the Authority shall inform the Bidder in writing of all pending issues and disagreements and provide a final opportunity for the Bidder to respond. If disagreement persists, the Authority shall declare the proposal non-responsive, informing the Bidder of the reasons for doing so. The Authority shall invite the next-ranked responsive Bidder (H-2) to negotiate a Contract. Once the Authority commences negotiations with the next-ranked Bidder, the Authority shall not reopen the earlier



negotiations. In case, the second ranked Bidder is invited for negotiation, the lower cost, as per financial proposals, between the highest ranked Bidder and the second highest ranked Bidder shall be offered to the second highest ranked Bidder for the award of contract.

2.26 Substitution of Key Personnel

2.26.1 The Authority will not normally consider any request of the Selected Bidder for substitution of Key Personnel as the ranking of the Bidder is based on the evaluation of Key Personnel and any change therein may upset the ranking.

2.26.2 Substitution of key personnel can be allowed in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. Such substitution may ordinarily be limited to not more than 30% of total key personal, subject to equally, or better, qualified and experienced personnel being provided to the satisfaction of the Authority.

Replacement of first 10% of key personnel will be subject to reduction of remuneration. The remuneration is to be reduced, say, by 5% of the remuneration which would have been paid to the original personal, from the date of the replacement till completion of contract.

In case of the next 10% replacement, the reduction in remuneration may be equal to (say) 10% (ten percent) and for the third 10% replacement such reduction may be equal to (say) 15% (fifteen percentage).

2.26.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Bidder or termination of the Agreement.

2.26.4 In case the Authority is not satisfied with the performance of any Key Personnel, the Authority may initiate a request for substitution of such Key Personnel. This substitution will also be subject to payment deductions as described in Clause 2.26.2 of Invitation for Proposal.

2.27 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.28 Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, reserves the right to take action as per the Bid Security or Bid Security Declaration of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA.

2.29 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period prescribed in Clause 1.8 of Invitation for Proposal. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

2.30 Commencement of assignment

The Consultant shall commence the Services **within 7 (seven) days** of the date of the Agreement or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.29



of Invitation for Proposal or commence the assignment as specified herein, the Bid Security of the Consultant shall be forfeited or action shall be undertaken by the Authority as per the Bid Security Declaration in accordance with the provisions of Clause 2.20.4 of Invitation for Proposal.

2.31 Proprietary Data

Subject to the provisions of Clause 2.23 of Invitation for Proposal, all documents and other information provided by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority. The Consultant shall make suitable arrangements for the preservation of data collected during the study, such as filled in schedules, tabulation or working sheets, reports, photographs etc., relating to the Project in electronic form and this shall be shared with the Authority at the time of submission of Final report. The ownership of all such data shall remain with the Authority. All raw data compiled during the consultancy assignment shall be transferred to the authority. No data collected in context of the study may be destroyed or otherwise disposed of or given to any other organization/individual, unless so approved by the Authority.

3 Criteria for Evaluation

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage the Technical Proposal will be evaluated based on Bidder’s experience, its understanding of TOR, proposed methodology and Work Plan, and the experience and qualifications of the proposed Key Personnel. Only those Bidders whose Technical Proposals get a score of **70 (Seventy) marks or more out of 100 (one hundred)** shall qualify for further consideration and shall be ranked from highest to the lowest based on their technical score (**T**).

3.1.2 A Proposal shall be rejected if Key Personnel are not eligible.

3.1.3 The scoring criteria to be used for evaluation shall be as follows:

Sl. No.	Parameter	Marks	Criteria
1.	Relevant Experience of the Bidder (Minimum marks to be obtained in this component-20 marks)	40	<p>Maximum 10 assignments can be submitted by the Bidder. Calculation of marks on number of assignments will be based on (a) and (b).</p> <p>(a) Sample Size of Eligible Assignments (Maximum Marks 10). The marks will be allocated based on the following:</p> <p>Each eligible assignment with survey sample size of:</p> <ul style="list-style-type: none"> • 1000 to 2000 respondents: 0.5 mark • >2000 to 5000 respondents: 0.7 mark • >5000 and above respondents: 1 mark <p>(b) Value of Eligible Assignments (Maximum Marks 20). The marks will be allocated based on the following:</p> <p>Each eligible assignment with a value of,</p> <ul style="list-style-type: none"> • ₹25 Lakhs to ₹50 Lakhs will get 1.6 marks • More than ₹50 Lakhs to ₹1 Crore will get 1.8 marks • Above ₹1 Crore will get 2 marks



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			<p>(c) <u>Average Annual Turnover of the Bidder in 3 (three) financial years i.e., FY 2021-22, FY 2022-23 and FY 2023-24</u> (Maximum Marks 10)-</p> <ul style="list-style-type: none">• ₹1.5 crores to ₹5 crores: 5 marks• ₹5 crores to ₹10 crores: 7 marks• ₹10 crores and above: 10 marks
2.	<p>Proposed Methodology and Work Plan</p> <p>(Minimum marks to be obtained in this component-10 marks)</p>	20	<p>Evaluation will be based on the quality of submissions, as per Appendix-I Form-7, and the presentation made by the Bidder.</p> <p>*Higher marks to be awarded for collaboration/ partnership with academic institutions.</p> <p>*Higher scores will be awarded to the Bidders who will provide clear details of sampling methodology, field survey procedures and field team deployment etc.</p>
3.	<p>Experience of proposed Key Personnel of the Bidder:</p> <ul style="list-style-type: none">▪ Team Leader-10▪ Project Manager-6▪ Sector Specialist- 6▪ Senior Researcher-5▪ Publications-3 <p>(Minimum marks to be obtained in this component-15 marks)</p>	30	<p>based on the years of relevant experience which is given below:</p> <p>1. <u>Team leader (Maximum Marks 10)-</u></p> <ul style="list-style-type: none">• 8 to 10 years: 8 marks• 11 to 14 years: 9 marks• More than 14 years: 10 marks <p>2. <u>Project Manager (Maximum Marks 6)</u></p> <ul style="list-style-type: none">• 5years to 7 years: 4 marks• 8 years to 10 years: 5 marks• More than 10 years: 6 marks <p>3. <u>Sector Specialist (Maximum Marks 6)</u></p> <ul style="list-style-type: none">• 5years to 7 years: 4 marks• 8 years to 10 years: 5 marks• More than 10 years: 6 marks <p>4. <u>Senior Researcher (Maximum Marks 5)</u></p> <ul style="list-style-type: none">• 3 years to 5 years: 4 marks• More than 5 years: 5 marks <p>5. <u>Publications by Bidder’s Key Personal (Maximum Marks 3)</u></p> <ul style="list-style-type: none">• 1 Research Paper in SCI/ Scopus: 1 mark• 2 to 5 Research Papers in SCI/ Scopus: 2 marks• >5 Research Papers in SCI/ Scopus: 3 marks <p>The Publications of Key Personnel will only be considered for scoring if published in the themes of Agriculture and Allied Sectors.</p>
4.	Presentation	10	Presentation in Physical Mode
	Total	100	



3.1.4 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments, for the following projects shall be deemed as eligible assignments (the “Eligible Assignments”):

Assessment and research/ evaluation studies in Agriculture and allied sector related study conducted for Union/ State Government, regulatory commission, tribunal, bilateral and multilateral agencies, statutory authorities, public sector entities in India covering a minimum sample size of 1000 respondents.

Provided that the Eligible Assignments have been completed in the past 8 (eight) financial years preceding the PDD.

The value of assignment hereunder referred as value of the contract awarded to the Bidder for providing advisory or consultancy services by its client.

For the **Eligible Assignments**, the Bidder shall provide requisite supporting documents such as copies of work orders, contracts, agreements etc. The value for the assignment should be clearly mentioned in the supporting documents provided. In the absence of supporting documents with requisite details, the assignment will not be considered as an Eligible Assignment.

3.2 Short-listing of Bidders:

The technical qualified Bidders shall be short-listed for financial evaluation.

3.3 Evaluation of Financial Proposals:

3.3.1 The financial evaluation will be carried out as per this Clause 3.3 of Invitation for Proposal. Each Financial Proposal will be assigned a financial score (SF).

3.3.2 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (F_{Min}) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times F_{Min}/F$$

Where, (F = amount of Financial Proposal)

3.4 Combined and Final Evaluation

3.4.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times T_w + SF \times F_w$$

Where, S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal, which shall be **0.70 and 0.30** respectively. And ST is calculated by considering the highest Technical Proposal (T_{Max}) will be given a technical score (ST) of 100 points. The technical scores of other proposals will be computed as follows:



$$ST = 100 \times T / T_{\text{Max}}$$

Where, (T = absolute score of Technical Proposal)

3.4.2 The **Selected Bidder shall be the first ranked Bidder** (having the **highest combined score**) (i.e. H-1). The Authority reserves the right to take action as per the Bid Security Declaration in accordance with the provisions of Clause 2.20.3 of Invitation for Proposal, in case the first-ranked Bidder withdraws, or fails to comply with the requirements specified in Clauses 2.25, 2.29 and 2.30 of Invitation for Proposal, as the case may be.

4 Fraud and Corrupt Practices

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, anti-competitive practice, coercive practice, conflict of interest, obstructive practice in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, take action as per the Bid Security or Bid Security Declaration, or forfeit and appropriate the Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 of Invitation for Proposal herein above and the rights and remedies which the Authority may have under the LOA or the Agreement, if a Bidder or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, anti-competitive practice, conflict of interest, obstructive practice or coercive practice, during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, anti-competitive practice, conflict of interest, obstructive practice or coercive practice, , as the case may be.

4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

a) “**Corrupt practice**” making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

b) “**Fraudulent practice**” means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes a false declaration or false information for participation in a Procurement Process or to secure a Contract, or in the execution of the agreement;

c) “**Coercive practice**” means harming or threatening to harm persons or their property to influence their participation in the Procurement Process or affect the execution of the agreement;

d) “**Anti-competitive practice**” means any collusion, Proposal-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Bidders, with or without the knowledge of the Authority, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Proposal prices at artificial, non-competitive levels.

e) “**Conflict of interest**” means participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; if they are part of more than one Proposal in the



procurement; or if their personnel have a relationship or financial or business transactions with any official of Authority who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Bidder from the Authority with an intent to gain unfair advantage in the Procurement Process or for personal gain.

f) “**Obstructive practice**” means materially impede Authority’s investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing, intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity rights of audit or access to information.

5 Miscellaneous

5.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

5.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Bidder in order to receive clarification or further information;
- (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
- (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

5.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

5.4 All documents and other information supplied by the Authority or submitted by a Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

5.5 The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.



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Schedules



**Schedule-1: Terms of Reference
(See Clause 1.1.3 of Invitation for Proposal)**

TERMS OF REFERENCE (ToR)

FOR

**Appointment of Agency for “Conducting Evaluation of Pradhan Mantri Matsya Sampada
Yojana(PMMSY)” under Department of Fisheries**



Appointment of Agency for “Conducting Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY)” under Department of Fisheries



Contents of ToR:

1. Background
2. Scope of Work
3. Tenure of Assignment
4. Payment Schedule
5. Reference Period of the Study
6. Mechanisms to ensure Data Quality
7. Meetings
8. Miscellaneous



1. Background

A brief overview of the Scheme:

The Department of Fisheries, Ministry of Fisheries, Animal Husbandry and Dairying, Government of India is implementing Pradhan Mantri Matsya Sampada Yojana (PMMSY) for holistic development of fisheries sector in India in a sustainable, responsible, inclusive and equitable manner. The scheme launched on 10th September 2020 is being implemented in all the States and Union Territories for a period of 5 years from FY 2020-21 to FY 2024-25 at an estimated investment of INR 20,050 crores.

PMMSY is designed to address critical gaps in the fisheries value chain from fish production, productivity and quality to technology, post-harvest infrastructure and marketing. It aims to modernize and strengthen the value chain, enhance traceability and establish a robust fisheries management framework while simultaneously ensuring the socio-economic welfare of fishers and fish farmers.

2. Scope Of Work:

India contributes 7.58% of the world's fish production, making it one of the top fish producing nations. Fisheries and aquaculture, which together account for 1.24% of India's Gross Value Added (GVA) and 7.28% (2018–19) of the GVA in agriculture, remain a vital source of food, nutrition, revenue, and a means of subsistence for millions of people. Approximately 28 million primary fishermen and fish growers, as well as twice as many downstream in the value chain, make their living from this sector.

The PMMSY aims to bridge significant gaps in fish production and productivity, quality, technology, post-harvest infrastructure and management, traceability, modernization and fortification of the value chain, and the welfare of fishers. The Pradhan Mantri Matsya Sampada has been approved with an expected total investment of Rs. 20,050 crores, of which Rs. 9407 crores is the Central part, Rs. 4880 crores is the State portion, and Rs. 5763 crores is the Beneficiaries' contribution. PMMSY will be put into effect for five years, from FY 2020–21 to FY 2024–25, throughout all of the States and Union Territories.

The PMMSY comprises two distinct components: the Central Sector Scheme (CS) and the Centrally Sponsored Scheme (CSS). Together, they form an umbrella program. Under the following three main headings, the Centrally Sponsored Scheme (CSS) Component is further divided into beneficiary-oriented and non-beneficiary-oriented subcomponents/activities: Infrastructure and post-harvest management; infrastructure and productivity enhancement; regulatory framework and fisheries management. The following organizations would carry out the PMMSY's implementation: (i) The Department of Fisheries may designate other End Implementing Agencies. (ii) State/UT Governments and their entities. (iii) State Fisheries Development Boards. (iv) The Central Government and its institutions, including the National Fisheries Development Board.

The Pradhan Mantri Matsya Sampada Yojana (PMMSY) aims to achieve the following:

- Improving fish production and productivity through expansion, intensification, diversification, and efficient use of land and water
- Modernizing and strengthening of value chain
- Harnessing the potential of fisheries in a sustainable, responsible, inclusive, and equitable manner
- Quality enhancement and post-harvest management
- Increasing employment and incomes for fishermen and fish farmers by twofold
- Improving agriculture's share of GVA and exports
- Security of the social, physical, and financial kind for fishermen and fish farmers
- Strong regulatory and management framework for fisheries



The evaluation of PMMSY by onboarded survey agency will focus on various aspects, including but not limited to:

2.1 Program Output Assessment:

To thoroughly evaluate the Pradhan Mantri Matsya Sampada Yojana (PMMSY), it's essential to examine the results from its diverse activities and interventions, focusing on the effectiveness of their implementation and adoption. Key components to consider are the fisheries value chain including infrastructure development, technology infusion, sustainable fisheries and aquaculture as well as efforts for creating alternative livelihoods and fishers' welfare. Here's a detailed approach to be adopted with examples for key components:

2.1.1 Infrastructure Development

PMMSY has significantly contributed to the development of fisheries infrastructure across India. Through this scheme, projects have been implemented to modernize and expand essential facilities as well as create new facilities such as fishing harbors and landing centers, cold chains, processing units, aquaculture farms, hatchery, feed mills, and fish markets. The output assessment is to measure amount of funds disbursed and utilized for infrastructure projects, number of infrastructure projects initiated and completed as well as usage/adoption rates of the completed facilities.

2.1.2 Technology Infusion

The output assessment of technology infusion under the PMMSY to assess infusion and adoption rate of innovative technologies/advanced equipment for fish farming, capture fisheries, processing, post-harvest management etc. for modernizing the fisheries sector as well as introducing new and improved fish species as a result of R&D. Few of the examples include Recirculatory Aquaculture Systems (RAS), Biofloc, cage culture, technologically advanced fishery vessels, advance fishing gears, and species diversification as well as genetically improved species in aquaculture.

2.1.3 Sustainable Practices

The PMMSY framework encourages practices that ensure the long-term viability of fishery resources while protecting aquatic ecosystems. The output assessment of sustainable practices under the PMMSY to evaluate the strides made towards promoting environmentally responsible and sustainable fisheries management in India and their adoption rate. Few of the sustainable practices include artificial reefs, ranching, and green fuel.

2.1.4 Livelihood Diversification

By promoting alternative livelihood options, PMMSY aims to enhance the resilience and income stability of the fishing communities. The output assessment of livelihood diversification under PMMSY to evaluate the efforts in terms of fund utilization and projects completed as well as acceptance level of such projects in broadening the economic opportunities for fishing communities and reducing their reliance on traditional fishing practices. Few of the examples include seaweed cultivation, ornamental fisheries, and pearl farming.

2.1.5 Welfare Initiatives

Multiple initiatives under PMMSY focus on enhancing the welfare of fishers and fish farmers through a range of support measures aimed at securing their income/enterprise, promoting social security, and improving their overall quality of life. The output assessment of the welfare initiatives under PMMSY to evaluate the program's commitment to improving the socio-economic conditions of fishers and fish farmers across India, by assessing fund utilization and adoption rate under multiple initiatives such as accidental insurance, KCC, and livelihood support during fishing ban period.



2.2 Outcome Assessment:

2.2.1 Economic Outcome

2.2.1.1 Improvement in Production, Productivity, Quality, Hygiene, and Safety

2.2.1.1.1 Production: Measure increases in output through metrics like total yield, capacity utilization, and efficiency gains.

2.2.1.1.2 Productivity: Assess productivity improvements via input-output ratios, such as labor productivity (output per worker) and feed conversion ratios.

2.2.1.1.3 Quality: Evaluate improvements through product grading, defect rates, and compliance with quality standards.

2.2.1.1.4 Hygiene and Safety: Review changes in compliance with safety standards, adoption of sanitary practices, and reductions in contamination incidents.

2.2.1.2 Reduction in Production Costs, Post-Harvest Losses, and Transit Time

2.2.1.2.1 Production Costs: Analyze cost reductions in inputs such as feed, labor, energy, and equipment.

2.2.1.2.2 Post-Harvest Losses: Measure the reduction in spoilage and waste from harvest to market.

2.2.1.2.3 Transit Time: Evaluate improvements in logistics and transportation efficiency, leading to faster delivery to markets.

2.2.1.3 Higher Sales Volume and Market Price Realization

2.2.1.3.1 Sales Volume: Assess the increase in the quantity of products sold.

2.2.1.3.1 Market Price Realization: Evaluate the ability to command higher prices due to improved product quality or diversification.

2.2.1.4 Employment Creation

2.2.1.4.1 Direct Employment: Quantify the number of new jobs created within the production, processing, and distribution phases.

2.2.1.4.2 Indirect Employment: Evaluate additional employment generated in related sectors such as logistics, retail, and ancillary services.

2.2.1.5 Increase in Income Level

2.2.1.5.1 Individual Income: Measure increases in average income for workers and entrepreneurs in the sector.

2.2.1.5.2 Community Income: Assess the broader impact on local economies through higher aggregate earnings and spending.

2.2.2 Social Outcome

Improvements in Well-being of Women, Marginalized, and Vulnerable Groups



2.2.2.1 Women's Empowerment: Evaluate participation rates, income levels, and leadership roles of women in fisheries and aquaculture.

2.2.2.2 Marginalized Groups: Assess to resources, opportunities, and benefits for marginalized and vulnerable groups.

2.2.2.3 Community Health and Education: Examine improvements in health outcomes and educational opportunities resulting from increased income and community investment.

2.2.3 Environmental Outcome

Adoption and Outcome of Sustainability, Restoration, and Conservation, and Climate Resilient Practices

2.2.3.1 Sustainability Practices: Assess the adoption of practices such as eco-friendly feed, waste management, and reduced use of chemicals.

2.2.3.2 Restoration and Conservation: Evaluate efforts to restore habitats, protect biodiversity, and conserve natural resources.

2.2.3.3 Climate Resilience: Assess the implementation and effectiveness of measures to withstand climate impacts, such as improved infrastructure and diversified species.

2.3 Policy and Program Recommendations:

2.3.1 Drawing upon the evaluation study findings, to suggest policy and programmatic improvements, based on challenges, opportunities, best practices and lessons learned in discussion with various stakeholders, including identifying key components for further intensification/improvement/removal. The implementation challenges could include budget limitations of the States/UTs, delayed fund disbursement, inadequate or unskilled staff, climatic factor, dogmatic issues, malpractices, low awareness about the scheme, complex or unclear regulatory frameworks, and bureaucratic red tape.

2.3.2 The suggestions should include, providing actionable recommendations (short and long-term strategy and action plan) to enhance the accessibility, efficiency, effectiveness of the PMMSY both for beneficiary and non-beneficiary-oriented activities. This would help the DoF towards the program realignment and further enhancement. Suggestions could involve the use of technology for end-to-end scheme implementation, engaging state-specific monitoring and evaluation experts or personnel for timely feedback and needful action, customized outreach programs, policy-level course corrections etc.

2.4 Approach & Methodology

To carry out this evaluation, the onboarded research agencies should have a comprehensive research approach & methodology. It will be a Mixed-Methods Approach including a combination of qualitative and quantitative data collection and analysis methods. It will be a Comparative Analysis by employing "before and after" approach to evaluate the scheme. The study would involve desk reviews, primary sample surveys (household survey, key informant interviews, focus group discussions, and case studies supported by video and photography), data analysis and reporting. A statistically sound sampling methodology to be designed and the survey should cover representative sample size. The survey agency to implement measures to ensure the quality and reliability of the survey data as well as adhere to ethical guidelines regarding ensuring informed consent of participants, protecting participant privacy, maintaining confidentiality etc.

The exact study approach and methodology to be furnished along with the proposal of the potential survey agencies for conducting the survey. The following guidance note is intended to assist the potential survey agency in proposing a logical methodology for the survey including sample size:



2.4.1 Methodology:

a. Sampling Method

• Target Population:

- Fishers and fish farmers who are beneficiaries of the scheme.
- Government officials involved in the implementation.
- Stakeholders in the fisheries sector.

- **Sampling Technique:** Use stratified random sampling or another appropriate sampling technique to determine an appropriate sample size for the PMMSY impact study, ensuring representation from all types of activities supported under PMMSY (the total number of beneficiaries varies by activity) and across different geographical regions.

- **Sample Size:** The sample should not be less than **15,000 (Fifteen Thousand) covering all States & UTs and the study should cover all the activities (as mentioned in Appendix-III), under PMMSY scheme.** The survey agency to determine an appropriate sample size to ensure the results are representative and reliable. Here's an indicative method to approach this:

- **Stratification**

- Stratified Sampling: **Stratify the population based on two criteria:**

- **Activity Type:** Ensure that the sample includes beneficiaries from each activity type.
- **Geographical Region:** Ensure that the sample includes beneficiaries from all targeted regions of all states and UTs.

- **Sample Size Calculation for each Strata and Random Sampling Within Strata**

- Once the sample size for each stratum is determined, select a random sample from each stratum to ensure unbiased representation.

- **If some of the geographical regions are similar**, instead of treating each similar region as a separate stratum, the surveyor may treat the group of similar regions as a single stratum. This reduces the number of strata, making the sample design more efficient. Example:

- **Strata 1:** Coastal Aquaculture in Andhra Pradesh and Odisha (grouped as similar regions).
- **Strata 2:** Marine Fisheries in Gujarat, Maharashtra, and Kerala (grouped due to similar fishing practices).

Within-Group Sampling: If detailed regional analysis is required for a correct representation within the grouped strata, further divide the sample size proportionally among the regions in the group and conduct random sampling within each region.

b. Data Collection Methods

- **Verification:** Verify information available in the PMMSY database, information available with DOF and other sources.
- **Interviews:** Conduct beneficiary interviews. Develop a **well-structured questionnaire** with clear and unbiased questions for primary survey.
- Conduct **key informant interviews** with individuals who have specialized knowledge or insights relevant to the subject. This includes conducting semi-structured interviews with key stakeholders, including government officials, industry experts, community leaders etc.
- **Focus Group Discussions (FGDs):** Hold FGDs with project beneficiaries.
- **Observation:** Perform physical or site verifications.

c. Data Analysis method

Analyze the collected data using both quantitative and qualitative statistical methods.

- Quantitative techniques may include-
 - Descriptive statistics: Use measures of central tendency (mean, median, mode) and dispersion (standard deviation, variance)
 - Inferential Statistics: regression analysis, correlation, comparison of means etc.
 - Comparative Analysis: Compare data from before and after the implementation of PMMSY.
- **Qualitative Analysis may include-**
 - Thematic Analysis: Identify and analyze patterns and themes from interview and focus group transcripts.
 - Coding: Use coding techniques to categorize qualitative data and draw meaningful insights.
 - Narrative Analysis: Develop case studies and success stories to illustrate the qualitative impact of PMMSY.
- **Deployment of AI & ML tool for conducting the survey and survey results:**

The selected agency will conduct a comprehensive survey of beneficiaries under the Pradhan Mantri Matsya Sampada Yojana (PMMSY) using the computer-Assisted Personal Interviewing (CAPI) method. The agency's trained enumerators will carry out face-to-face interviews, leveraging digital devices such as tablets and smartphones to directly input responses into a structured electronic questionnaire. The agency will capitalize on the advantages of the CAPI method, which include immediate data capture, minimized errors from manual entry, and the integration of complex patterns and logic checks for data validation within the survey tool. The approach should streamline the survey process, ensure prompt data validation, and expedite the analysis and concurrent and real time reporting on a dashboard system provided to the Department. The agency will also utilize Artificial Intelligence (AI) tools for advanced data analysis, including predictive analytics, to extract actionable insights. The flexibility of the CAPI method should also allow settings for ensuring effective data collection even in remote locations with basic technological support.

- **Data Collection, Collation, Processing and Cleaning:**
 - Streamline data collection processes through intelligent automation.
 - Analyse large datasets with greater speed and precision.
 - Uncover patterns and trends that may not be visible through traditional analysis methods.
 - Apply AI or ML algorithms to clean and preprocess the data, handling missing values, outliers, and inconsistencies.
 - Use Natural Language Processing (NLP) to analyse qualitative data from interviews and open-ended survey responses.
- **Data Analysis and Modelling:**
 - Employ ML models to analyze complex datasets and identify significant variables affecting the PMMSY scheme's outcomes.
 - Utilize predictive analytics to forecast the future impact of the scheme on various indicators.
 - Conduct sentiment analysis on stakeholder feedback to gauge the perception of the scheme.
- **Data Visualization and Reporting:**
 - Automate the generation of reports with AI summarization tools to highlight key findings and patterns.



2.5 Deliverables

The survey agency to conduct a nation-wide sample survey to evaluate PMMSY scheme. The assignment to be undertaken in three key phases:

2.5.1 Preparation- Develop a full technical document discussing the sampling methodology, sample size, survey tools, database, qualitative and quantitative data analysis methods, outline for the final report etc.

2.5.2 Implementation- Data collection work, while ensuring full compliance with the data entry protocols, data privacy, beneficiary consent, etc.

2.5.3 Data analysis and reporting (draft Assessment Report)- Prepare a detailed report and analysis based on the submitted outline during the preparation phase. This includes preparation of detailed report highlighting various aspects of PMMSY scheme implementation and its status stated in the aforesaid scope of work component wise, state & UT wise in a consolidated form.

2.5.4 Final Assessment Report: Modify and amend the report if necessary based on the feedback from DoF/NFDB.

2.5.5 Submit a ready to use database for further use: All reports and data collected must be provided to DoF/NFDB, together with copies of all questionnaires, audio/video recordings (if any), transcripts and all other relevant material and information collected or generated during the survey.

The assignment will be completed after the presentation of results to DoF/NFDB. Progress reports on key deliverables may be requested by DoF/NFDB during and at the completion of each stage. The work will also include all appurtenant works as described and set forth in, General Conditions of Contract and as per direction and up to the satisfaction of the Authority.

3. Tenure of Assignment:

The assignment needs to be carried out within **04 (Four) months** from the date of issuance of LOA.

4. Payment Schedule:

Particulars	Time Schedule in Weeks								Payment Schedule	
	1 & 2	3 & 4	5 & 6	7 & 8	9 & 10	11 & 12	13 & 14	15 & 16		
Signing of agreement: Submission of work plan & Survey Questionnaire and acceptance of these by NFDB	√									Release of 15% of payment of the total contract value
Implementation period: Data collection as plan, data analysis, submission of draft study report followed by presentation of the study findings to NFDB satisfying the study objectives.		√	√	√	√	√				Release of 25% of payment of the total contract value



<p>Reporting:</p> <p>The final report, incorporating the necessary improvements suggested by the authority, along with the ready-to-use database, is to be submitted and accepted by the authority. The report needs to be submitted in both Hard (5 No's) and Soft copy.</p>							√	√	Release of total 60% of payment of the total contract value
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5. Reference Period of the Study:

The reference period of the study will be from **11th September’ 2020** to **30th September’ 2024**.

6. Mechanisms to ensure Data Quality:

A multi-pronged robust process for quality control needs to be followed during data collection. The following aspects need to be considered:

- i. The field investigators to be engaged for conducting the survey & key informant interviews/FGDs should have at least 3 years of experience in conducting similar surveys/interviews. The consultant should put in place adequate screening mechanism, so that only those surveyors who attain a certain level of understanding of the questionnaire would be deployed for the field survey.
- ii. It is recommended that pilots should be conducted on at least 2% of the sample size for passenger level survey. Similarly, pilot must be conducted for adequate number of Key Informant Interviews/FGDs as to fine tune the inquiry tools. A brief on the learnings from such a pilot exercise and subsequent improvements in the tools/questionnaires should also be shared with NFDB.
- iii. Minimum surveyors to be deployed as a team for collection of data at a particular village. The supervisors are required to undertake surprise checks of the beneficiary surveys and confirmation from select KIIs/FGDs about conduct of the interview (could be done telephonically).
- iv. 100% data collected should be validated using a validation checklist. Missing data points should be recollected.
- v. In case of survey, the consultant should ensure that at least 5% data verification is conducted telephonically. Back checks and telephonic verifications should be evenly spread across the study area.

7. Meetings

The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held at the Authority’s office. No travel time shall be payable.

8. Miscellaneous

8.1 The authorized officials of the Authority may visit the Consultant’s Project Office or field locations any time during office hours for inspection and interaction with the Consultant’s Personnel.

8.2 The Consultant shall mobilize and demobilize its Professional Personnel and Support Personnel with the



Appointment of Agency for “Conducting Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY)” under Department of Fisheries



concurrence of the Authority and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office. These time sheets/ attendance sheets shall be made available to the Authority as and when asked for and a copy of such record shall be submitted to the Authority at the end of each calendar month.

8.3 All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Authority in soft form apart from the reports indicated in the Deliverables (section 5 of TOR). The study outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant and execution of the Agreement. The Authority shall issue a certificate to that effect. The Consultancy shall in any case be deemed to be completed by mutual consent of the Authority and the Consultant.



Schedule-2: Form of Agreement

(See Clause 2.1.3 of Invitation for Proposal)

Agreement

For

**Appointment of Agency for “Conducting Evaluation of Pradhan Mantri Matsya
Sampada Yojana (PMMSY)” under Department of Fisheries**



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AGREEMENT

Appointment of Agency for “Conducting Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY)” under Department of Fisheries

This AGREEMENT (hereinafter called the “Agreement”) is made on the day of the month of 20..., between, on the one hand, the President of India acting through [****] , National Fisheries Development Board (hereinafter called the “Authority” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand,..... (hereinafter called the “Consultant” which shall include their respective successors and permitted assigns).

WHEREAS

(A) The Authority vide its Request for Proposal for conducting an Evaluation Study (hereinafter called the “Consultancy”) for the Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY) under Department of Fisheries, government of India (hereinafter called the “Project”);

(B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement;

and

(C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the “LOA”);

and

(D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. General

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a) “Agreement” means this Agreement, together with all the Annexes;
- b) “Agreement Value” shall have the meaning set forth in Clause 6.1.2 of the agreement;
- c) “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- d) “Confidential Information” shall have the meaning set forth in Clause 3.3 of the agreement;
- e) “Conflict of Interest” shall have the meaning set forth in Clause 3.2 of the agreement read with the provisions of RFP;
- f) “Dispute” shall have the meaning set forth in Clause 9.2.1 of the agreement;
- g) “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 of the agreement;
- h) “Government” means the Government of
- i) “INR, Re, ₹, or, Rs.” means Indian Rupees;
- j) “Member”, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and “Members” means all of these entities;
- k) “Party” means the Authority or the Consultant, as the case may be, and Parties means both of them;
- l) “Personnel” means persons hired by the Consultant as employees and assigned to the performance



- of the Services or any part thereof;
- m) “RFP” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
 - n) “Services” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
 - o) “Third Party” means any person or entity other than the Government, the Authority, the Consultant

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP and its corrigendum's / addendums; and
- (d) Letter of Award.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement, its meaning and interpretation, and the relation between the parties shall be governed by the Laws of India for the time being in force. Irrespective of the place of delivery, the place of performance or the place of payments under the agreement, the agreement shall be deemed to have been made at the place from which the Letter of Award (LoA or Agreement, in absence of LoA) has been issued. Unless otherwise specified in the agreement, the courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.



1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

(a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant’s Representative set out below in Clause 1.10 of the agreement or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority.

(b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 of the agreement or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority’s office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier;

and

(c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post, it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant’s rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10 Authorised Representatives

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10 of the agreement.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

.....

.....

Tel:

Mobile:

Email:



1.10.3 The Consultant may designate one of its employees as Consultant’s Representative. Unless otherwise notified, the Consultant’s Representative shall be:

.....

.....

Tel:

Mobile:

Email:

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

1.12 Communications

All communications under the agreement shall be served by the parties to each other in writing, in the agreement’s language, and served in a manner customary and acceptable in business and commercial transactions. The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later. No communication shall amount to an amendment of the terms and conditions of the agreement, except a formal letter of amendment of the agreement expressly so designated.

2 Commencement, Completion and Termination of Agreement

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “Effective Date”).

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 of the agreement above, the Authority may, by not less than 2 (two) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Authority reserves the right to take action as per the Bid Security or Bid Security Declaration Form.

2.4 Expiry of Agreement

Unless terminated earlier according to Clause 2.3 or 2.9 of the agreement hereof, this Agreement will expire under two conditions 90 (ninety) days after the delivery of final report (Refer to Clause 7 of the Terms of Reference) to the Authority, or (ii) Three years from the Effective Date, whichever occurs first, unless extended by mutual consent of the Parties. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.



2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1 of the agreement, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

There shall be no modification in the terms and conditions of this Agreement unless the reasons are beyond the control of both parties i.e., the Bidder and the Authority. In no circumstances, the cost should be higher than the agreement value due to modifications in the terms and conditions.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.



(c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, 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.

2.7.5 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1 of the agreement, terminate this Agreement if:

(a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 of the agreement hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;

(b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

(c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 of the agreement hereof;

(d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;

(e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;

(f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

(g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.



2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days’ written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2 of the agreement, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 of the agreement hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant’s notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 of the agreement hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 of the agreement hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination;
- (ii) the obligation of confidentiality set forth in Clause 3.3 of the agreement hereof;
- (iii) the Consultant’s obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6 of the agreement, as relate to the Consultant’s Services provided under this Agreement; and
- (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 of the agreement hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant they shall proceed as provided in Clause 3.9 of the agreement hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 of the agreement hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 of the agreement hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant’s personnel.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 of the agreement hereof has



occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Consultant

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its 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 and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the “TOR”) at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the Personnel and agents of the Consultant comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project.

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest;; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than **5% (five per cent)** of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;

(b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or



(c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that its Personnel and agents shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, anti-competitive practice, coercive practice, conflict of interest, obstructive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable

in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 of the agreement above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6 of the agreement, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “corrupt practice” means making an offer, solicitation or acceptance of a bribe, reward or gift or any material benefit in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process.

(b) “fraudulent practice” means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a Procurement Process or to secure a Contract, or in the execution of the agreement;

(c) “coercive practice” means harming or threatening to harm persons or their property to influence their participation in the Procurement Process or affect the execution of the agreement

(d) “Anti-competitive practice” means any collusion, Proposal-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Bidders, with or without the knowledge of the Authority, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Proposal prices at artificial, non-competitive levels

(e) Conflict of interest” means participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; if they are part of more than one Proposal in the procurement; or if their personnel have a relationship or financial or business transactions with any official of Authority who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Bidder from the Authority with an intent to gain unfair advantage in the



Procurement Process or for personal gain.

(f) “Obstructive practice” means materially impede Authority’s investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or concealing evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding the Authority’s rights of an audit or access to information.

3.3 Confidentiality

The Consultant and its personnel, shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, and its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (“Confidential Information”), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, and its Personnel may disclose Confidential Information to the extent that such Confidential Information:

(i) was in the public domain prior to its delivery to the Consultant, and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, and its Personnel;

(ii) was obtained from a third party with no known duty to maintain its confidentiality;

(iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

(iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Personnel, as is reasonable under the circumstances; provided, however, that the Consultant or its Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

3.4.1 The Consultant’s liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3 of the agreement, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority’s property, shall not be liable to the Authority:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant



to cover such a liability in accordance with Clause 3.5.2 of the agreement, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 of the agreement shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 Insurance to be taken out by the Consultant

3.5.1 The Consultant shall, for the duration of this Agreement, at its own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as stipulated in the contract or any applicable law including Labour Codes; and at the Authority's request, shall provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.6 Accounting, inspection and auditing The Consultant shall:

(a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and

(b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.7 Consultant's actions requiring the Authority's prior approval The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

(a) appointing such members of the Professional Personnel as are not listed in Annex–2.

(b) any other action that is specified in this Agreement.

3.8 Reporting obligations:

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Consultant to be property of the Authority:

3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “Consultancy Documents”) prepared by the Consultant or any Third Party in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant or its any Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.



3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘Claims’) which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or any Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10 Providing access to Project Office and Personnel:

The Consultant shall ensure that the Authority, and officials of the Authority, is provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority’s official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.11 Accuracy of Documents:

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, of the agreement it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey/ investigations.

4. Consultant’s Personnel:

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant’s Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and Man day rates are specified in Annex-3 of this Agreement.

4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Consultant by written notice to the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.

4.3 Approval of Personnel

4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix–I (Form-6) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority’s consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3 of the agreement, it shall be deemed to have been approved by the Authority.



4.4 Substitution of Key Personnel

The Authority will not normally consider any request of the Selected Bidder for substitution of Key Personnel as the ranking of the Bidder is based on the evaluation of Key Personnel and any change therein may upset the ranking.

Substitution of key personnel can be allowed in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. Such substitution may ordinarily be limited to not more than 30% of total key personal, subject to equally, or better, qualified and experienced personnel being provided to the satisfaction of the Authority.

Replacement of first 10% of key personnel will be subject to reduction of remuneration. The remuneration is to be reduced, say, by 5% of the remuneration which would have been paid to the original personal, from the date of the replacement till completion of contract.

In case of the next 10% replacement, the reduction in remuneration may be equal to (say) 10% (ten percent) and for the third 10% replacement such reduction may be equal to (say) 15% (fifteen percentage).

Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Bidder or termination of the Agreement.

In case the Authority is not satisfied with the performance of any Key Personnel, the Authority may initiate a request for substitution of such Key Personnel. This substitution will also be subject to payment deductions as described in this tender.

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant’s remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man days of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Team Leader and Project Manager

The person designated as the Team Leader of the Consultant’s Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person as Project Manager (the “Project Manager”) who shall be responsible for day-to-day performance of the Services.

5. Obligations of the Authority

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

(a) provide the Consultant and its Personnel with work permits and such other documents as may be necessary to enable the Consultant and its Personnel to perform the Services;

(b) facilitate prompt clearance through customs of any property required for the Services; and

(c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.



5.2 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2 of the agreement, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.3 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as per Payment Schedule.

6. Payment to the Consultant

6.1 Payment would be done as per Payment Schedule, mentioned in ToR.

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:

(a) No Mobilisation advance shall be paid to the consultant, the payment shall be made as per the Annex-6 payment schedule of the RFP.

(b) The Consultant shall be paid for its services as per the Payment Schedule at Annex-5 of this Agreement, subject to the Consultant fulfilling the following conditions:

(i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.

(ii) The Authority shall pay to the Consultant, only the undisputed amount.

(c) The Authority shall cause the payment due to the Consultant to be made within 45 (forty-five) days after the receipt by the Authority of duly completed bills with necessary particulars (the “Due Date”).

(d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.

(e) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (d).



of the agreement Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.

(f) 30% (thirty per cent) of the Agreement Value has been earmarked as Final Payment to be made to the Consultant upon completion of Services. In the event of non-completion of Services within 2 (two) years of the Effective Date, the Final Payment shall not become due to the Consultant, save and except the costs incurred for meeting its reimbursable expenses during the period after expiry of 24 (twenty-four) months from the Effective Date, including travel costs and personnel costs, at the agreed rates.

(g) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. Liquidated Damages and Penalties

7.1 Performance Security

7.1.1 The Authority shall retain by way of performance security (the “Performance Security”), 5% (Five per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 of the agreement. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 60 (sixty) days after the expiry of this Agreement pursuant to Clause 2.4 of the Agreement. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 of the agreement above, furnish a Bank Guarantee substantially in the form specified at Annex-6 of this Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation or plagiarism is detected in the data, data analysis or reports, submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1% (one per cent) of the Agreement Value per week, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2 of the agreement.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2 of the agreement,



warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. Fairness and Good Faith

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. Settlement of Disputes

9.1 Amicable settlement

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

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3 of the agreement.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all nonprivileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon CEO, and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 of the agreement or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4 of the agreement.

9.4 Arbitration

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3 of the agreement, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2 of the agreement. Such arbitration shall be held in accordance with the Rules of Arbitration of the



International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the Delhi and the language of arbitration proceedings shall be English.

9.4.2 There shall be a sole arbitrator whose appointment or an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment¹ shall be made in accordance with the Rules.

9.4.3 The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

Consultant:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

Authority

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

1.

2.

¹ Where the Agreement Value specified in Clause 6.1.2 of this Agreement is expected to be less than ₹ 2 crores, the provision for a sole arbitrator shall be retained and where the Agreement Value is likely to be more than ₹ 2 crores, the provision for a Board shall be retained.



**Appointment of Agency for “Conducting Evaluation of Pradhan Mantri Matsya
Sampada Yojana (PMMSY)” under Department of Fisheries**



Annex-1: Terms of Reference

(Refer Clause 3.1.2 of the Invitation for Proposal)

(Reproduce Schedule-1 of RFP)



**Appointment of Agency for “Conducting Evaluation of Pradhan Mantri Matsya
Sampada Yojana (PMMSY)” under Department of Fisheries**



Annex-2: Deployment of Personnel

(Refer Clause 4.2 of the Invitation for Proposal)

(Reproduce as per Form-9 of Appendix-I)



**Appointment of Agency for “Conducting Evaluation of Pradhan Mantri Matsya
Sampada Yojana (PMMSY)” under Department of Fisheries**



Annex-3: Estimate of Personnel Costs

(Refer Clause 4.2 of the Invitation for Proposal)

(Reproduce as per Form-3 of Appendix-II)



Appointment of Agency for “Conducting Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY)” under Department of Fisheries



Annex-4: Cost of Services

(Refer Clause 6.1 of the Invitation for Proposal)

(Reproduce as per Form-2 of Appendix-II)



**Appointment of Agency for “Conducting Evaluation of Pradhan Mantri Matsya
Sampada Yojana (PMMSY)” under Department of Fisheries**



Annex-5: Payment Schedule

(Refer Clause 04 Schedule 1 of the Terms of Reference)



Annex-6: Bank Guarantee for Performance Security

(Refer Clause 7.1.2 of Schedule 2 Form of Agreement)

To
[The President of India]
acting through
.....
.....
.....

In consideration of acting on behalf of the [President of India/Governor of] (hereinafter referred as the “Authority”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to having its office at(hereinafter referred as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. dated valued at ₹ (Rupees), (hereinafter referred to as the “Agreement”) the assignment for consultancy services in respect of the Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to ₹ (Rupees) to the Authority for performance of the said Agreement.

We, (hereinafter referred to as the “Bank”) at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding ₹ (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding ₹ (Rupees).

3. We, (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or



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extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
8. For the avoidance of doubt, the Bank’s liability under this Guarantee shall be restricted to ₹ crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [..... (indicate the date falling 365 days after the date of this Guarantee)].

For
Name of Bank:
Seal of the Bank:
Dated, theday of, 20.....

(Signature, name and designation of the authorized signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.



Schedule 3: Guidance Note on Conflict of Interest

(See Clause 2.3.3 of Invitation for Proposal and Rule 175 of the General Financial Rules, as amended)

1. This Note further explains and illustrates the provisions of Clause 2.3 of the Invitation for Proposal and shall be read together therewith in dealing with specific cases.

2. Consultants should be deemed to be in a conflict-of-interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.

3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future contractors. Some of the situations that would involve conflict of interest are identified below:

(a) Authority and consultants:

- (i) Potential consultant should not be privy to information from the Authority which is not available to others;
- (ii) potential consultant should not have defined the project when earlier working for the Authority;
- (iii) potential consultant should not have recently worked for the Authority overseeing the project.

(b) Consultants and contractors:

- (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential contractor save and except relationships restricted to project-specific and short-term assignments; or
- (ii) no consultant should be involved in owning or operating entities resulting from the project; or
- (iii) no consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.

5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution.

As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.

7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an



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unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.

8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest but should also report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.



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Appendices



Appendix-I: Technical Proposal

(See Clause 2.1.3 of the Invitation for Proposal)

Form-1

Letter of Proposal

(On Bidder’s letter head)

(Date, Reference)

To,

.....

.....

.....

Subject: Appointment of Agency for “Conducting Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY)” under Department of Fisheries

Dear Sir/ Madam,

With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the Project. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.

4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise, and hereby waive our right to challenge the same on any account whatsoever.

6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:

(a) I/We have examined and have no reservations to the RFP Documents, including any Corrigendum/Addendum issued by the Authority:

(b) I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the Invitation for Proposal:

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, anti-competitive practice, coercive practice, conflict of interest, obstructive practice as defined in Clause 4.3 of the Invitation for Proposal, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State: and

(d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the Invitation for Proposal, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, anti-competitive practice, coercive practice, conflict of interest, obstructive practice.



Appointment of Agency for “Conducting Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY)” under Department of Fisheries



8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with Clause 2.8 of the Invitation for Proposal.
9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. The Bid Security or Bid Security Declaration Form is attached, in accordance with the RFP document.
15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
17. A Notarised Power of Attorney/Board Resolution document in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Appendix-I Form-4.
18. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an agreement in accordance with the form at Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
19. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,
(Signature, name and designation of the authorized signatory)
(Name and seal of the Bidder / Lead Member)



APPENDIX-I

Form-2

Particulars of the Bidder

Sl. No.	Details to be furnished by the bidder
1.	Title of Consultancy: Evaluation Study for Government Scheme/Program
2.	Title of Project: Appointment of Agency for “Conducting Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY)” under Department of Fisheries
3.	State whether applying as Sole Firm or Lead Member of a consortium:
4.	State the following: (i) Details of the Bidder: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business: (ii) Details of the Authorized Representative of the Bidder: Name: Designation: Company: Address: Phone No.: E-mail address:
5.	If the Bidder is Lead Member of a consortium, state the following for each of the other Member Firms: (i) Name of Firm: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business.
6.	For the Bidder, (in case of a consortium, for each Member), state the following information: (i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address(es) in India.



	<p>(ii) Has the Bidder or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iii) Has the Bidder/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iv) Has the Bidder or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(v) Has the Bidder or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder is not eligible for this consultancy assignment.</p>
7.	<p>(i) Does the Bidder’s firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer?</p> <p style="text-align: right;">Yes/No</p> <p>(ii) If yes, does the Bidder (and other Member of the Bidder’s consortium) agree to limit the Bidder’s role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?</p> <p style="text-align: right;">Yes/No/Not Applicable</p>
8.	<p>(i) Does the Bidder intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</p> <p style="text-align: right;">Yes/No</p> <p>(ii) If yes, does the Bidder agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?</p> <p style="text-align: right;">Yes/No/Not Applicable</p> <p>(iii) If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to</p>



Appointment of Agency for “Conducting Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY)” under Department of Fisheries



	<p>that of consultant/ adviser for the Authority only?</p> <p style="text-align: right;">Yes/No/Not Applicable</p>
	<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.</p> <p style="text-align: center;">(Signature, name and designation of the authorized signatory)</p> <p style="text-align: right;">For and on behalf of.....</p>



APPENDIX-I

Form-3

Statement of Legal Capacity

(On Bidder’s letter head)

Ref. Date:

To,

.....
.....
.....

Dear Sir/ Madam,

Sub: RFP for Appointment of Agency for “Conducting Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY)” under Department of Fisheries

I/We hereby confirm that we, the Bidder (along with other members in case of consortium, the constitution of which has been described in the Proposal), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert Bidder’s name) will act as the Lead Member of our consortium.

I/We have agreed that.....(insert individual’s name) will act as our Authorized Representative/ will act as the Authorized Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....



APPENDIX-I

Form-4

Notarised Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr. / Ms..... son/ daughter/ wife and presently residing at....., who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY) under Department of Fisheries proposed to be developed by the (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)



Appointment of Agency for “Conducting Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY)” under Department of Fisheries



Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of ₹ 100 (hundred) and duly notarised by a notary public.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.



APPENDIX-I

Form-5

Financial Capacity of the Bidder

(Refer Clause 2.2.2 (B) of Invitation for Proposal)

Sl. No.	Financial Year	Annual Revenue (₹)
1.	2021-22	
2.	2022-23	
3.	2023-24	
Avg. Annual Revenue		

Certificate from the Statutory Auditor²

This is to certify that.....(name of the Bidder) has received the payments shown above against the respective years on account of value of the assignment.

Name of the audit firm:
Seal of the audit firm
Date:
UDIN:

(Signature, name and designation of the authorized signatory)

Note: Please do not attach any printed Annual Financial Statement. In case relevant extracts of duly audited Annual Financial Statements containing the requisite details are provided, duly countersigned by the authorized signatory, a separate certification by statutory auditors would not be necessary in respect of clause 2.2.3 of Invitation for Proposal.

² In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.



APPENDIX-I

Form-6

Particulars of Key Personnel

A) Details of Key Personnel:

Sl. No.	Details to be furnished	
1.	Designation of the Key Personnel	
2.	Name of the Key Personnel	
3.	Date of Birth	
4.	Nationality	
5.	Educational Qualification ³	

B) Employment Record/ Overall Professional Experience

(Starting with present position, list in reverse order every employment held):

Sl. No.	Name of Firm	Designation	Start Date	End Date
1.				
2.				
3.				
4.				
5.				

C) Details of Relevant Experience:

Sl. No.	Name of Firm	Designation	Start Date	End Date	Work Description (Within 1000 words)	Sector
1.						
2.						
3.						
...						

D) Publications (Journal shall be available on www.scopus.com/sources):

Sl. No.	Key Personal	Title of Publication	Name of the Journal	Year of Publication	SCI/ Scopus Index (Yes/No)
1.					
2.					

³ For degrees obtained from the accredited foreign Boards/universities, the Bidder shall furnish a self-declaration on the academic equivalence to the 'Minimum Educational Qualifications' as defined in Clause 2.2.2 (D).



**Appointment of Agency for “Conducting Evaluation of Pradhan Mantri Matsya
Sampada Yojana (PMMSY)” under Department of Fisheries**



3.					
...					

Certification:

a. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

b. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

Place.....

Date.....

(Signature and name of the Key Personnel)

(Signature and name of the authorized signatory of the Bidder with seal)



APPENDIX-I

Form-7

Proposed Methodology and Work Plan

(Refer Clause 2.4 of Schedule-1, Terms of Reference)



APPENDIX-I

Form-8

Eligible Assignments of the Bidder

(Refer Clause 3.1.4 of Invitation for Proposal)

Sl. No	Name of the Assignment	Brief Description of the Assignment (Within 1000 characters)	In the assignment related to Agriculture and allied sector in India?	Is the assignment related to evaluation studies in Agriculture and allied sector in India?	Sample size of the assignment (No. of respondents)	Name of the Client & Address	Client Category	Name & Telephone no. of Client's representative	Value of the assignment as per the contract/ work order/ agreement (in ₹)	Start Date of the Assignment	End Date of the Assignment	Description of Services performed by the Bidder (Within 1000 characters)	Assignments with GOI/State Government of India/UN/ Multilateral or Bilateral Agencies in Agriculture and allied sector (Yes/No)
1.													
2.													
3.													
...													



APPENDIX-I

Form-9:

Deployment of Personnel

Sl. No.	Designation	Name	Man Days		Man Days by Week Numbers								
			On-field	In-office	1	2	3	4	5	6	7	8	...
1.													
2.													
3.													
...													
Total Man-days													



APPENDIX-I

Form-10:

Other Support Team Members

Sl. No.	Item of Work/ Activity	To be carried out by		Man Days by Week Numbers								
		Name	Designation	1	2	3	4	5	6	7	8	...
1.												
2.												
3.												
...												



APPENDIX-I
Form-11⁴
Bid Security Declaration Form
(On Bidder’s letter head)

(Date, Reference)

To,
.....
.....
.....

Subject: Bid Security Declaration for “Conducting Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY)” under Department of Fisheries.

Dear Sir/ Madam,

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, proposals must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because

I/We,

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our proposal during the period of proposal validity specified in the RFP; or

(b) having been notified of the acceptance of our proposal by the Authority during the period of proposal validity (i) fail or refuse to execute the Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to the Bidders.

I/We understand that this Bid Security Declaration will become invalid if I/we am/are not the successful Bidder, either upon the earlier of (i) receiving your notification of the successful Bidder's name or (ii) thirty days after the expiration of the validity of my/our Proposal.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder/Lead Member)

⁴ Only applicable to Government owned universities/academic institutions



APPENDIX-I

Form-12⁵

Letter of Intent for Technical Collaboration

(On Bidder’s letter head)

(Date and Reference)

To,
.....
.....
.....

Subject: Agreement for technical collaboration for “Conducting Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY)” under Department of Fisheries.

Dear Sir,

With reference to your RFP Document dated , I/ we, have entered into a technical partnership for the Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY) under Department of Fisheries. I/we, hereby, agree to collaborate and ensure direct involvement of the university/institution in carrying out the activities related to

I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating details related to the partnership as well as updates during the implementation of the primary survey.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder / Lead Member)

(Signature, name and designation of the authorised signatory)

(Name and seal of representative of university/ academic institution)

⁵ Separate signed LOIs to be submitted for each collaboration prior to award of contract.



APPENDIX-I

Form-13

Similar Assignments of the Organization for ongoing projects

(On Bidder’s letter head)

Sl. No.	Details	To be filled by the bidder
1	Name of the Project:	
2	Description of services performed:	
3	Name of client and Address: (indicate whether public or private)	
4	Name, Email and telephone no. of client’s representative:	
5	Estimated capital cost of the Project (in Rs crore):	
6	Start date of the services (month/ year):	
7	Finish date of the services (month/ year):	
8	Brief description of the Project (With in 100 words):	



APPENDIX-I

Form-14

Integrity Pact

(On Non-judicial Stamp Paper of at least Rs.50/-)

INTEGRITY PACT

Between

National Fisheries Development Board (NFDB), Hyderabad, referred to as “The Principal/ Employer”

And

.....hereinafter referred to as “The Bidder/Contractor”.

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for
The Principal values full compliances with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM) appointed by the principal, will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to currency of the contract to be entered into with a view to:-

Enabling the PRINCIPAL / EMPLOYER to get the contractual work executed and / or to obtain / dispose the desired said stores / equipment at a competitive price in conformity with the defined specifications / scope of work by avoiding the high cost and the distortionary impact of corruption on such work / procurement /disposal and Enabling BIDDERS /CONTRACTORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

Section 1- Commitments of the Principal/Employer.

(1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.



c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor (s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representative in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian Agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as considered appropriate.

Section 4 - Compensation for Damages.

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand the recover the damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.



Section 5- Previous transgression.

(1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity Pact with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Undertakings /Enterprise in India, / Govt. Departments of India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

Section 6- Equal treatment of all Bidders / Contractors/ Subcontractors.

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, contractors and subcontractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section7 – Other Legal actions violating Bidder(s)/Contractor(s)/ Subcontractor(s).

The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with provisions of the extant law in force relating to any civil or criminal proceedings.

Section 8- Role of Independent External Monitor (IEM).

(a) The task of the monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

(b) The monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.

(c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.

(d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal.

(e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor(s) with confidentiality.

(f) The Principal / Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.

(g) The Monitor will submit a written report to the designated Authority of Principal / Employer within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER / CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.



(h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/ PCA and the Principal / Employer has not, within reasonable time, taken visible action to proceed against such offence, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(j) The word ‘Monitor’ would include both singular and plural.

Section 9 – Facilitation of Investigation:

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL / EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER / CONTRACTOR shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 10 – Pact Duration:

The pact begins with when both parties have legally signed it and will extend **up to 2 years** or the complete execution of the contract including warranty period whichever is later. In case bidder / contractor is unsuccessful this Integrity Pact shall expire after **6 months** from the date of signing of the contract.

If any claim is made / lodged during this time, the same shall be binding and continue to the valid despite the lapse of this pact as specified above, unless it is discharged / determined by the appropriate Authority of National Fisheries Development Board (NFDB), Hyderabad.

Section 11- Other provisions:

(1) This agreement is subject to Indian law.

(2) Changes and supplements as well as termination notices need to be made in writing in English.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners of consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)



Appendix-II:

Financial Proposal

Form 1

Covering Letter

(On Bidder’s letter head)

(Date, Reference)

To,
.....
.....
.....

Dear Sir/ Madam,

Subject: “Conducting Evaluation of Pradhan Mantri Matsya Sampada Yojana (PMMSY)” under Department of Fisheries.

I/We, (Bidder’s name) enclose the Financial Proposal for selection of my/our firm as consultant for above mentioned subject.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.



APPENDIX-II

(See Clause 2.1.3 of Invitation for Proposal)

Form-2

Financial Proposal

Sl. No.	Description	Amount In INR
A.	Personnel Costs	
i.		
ii.		
	Sub-Total Of Personnel Cost (A)=	
B.	Local Costs	
i.		
ii.		
iii.		
iv.		
v.		
vi.		
	Sub-Total Of Local Cost (B)=	
C.	Sub-Total Of (A) + (B)=	
D.	Overhead Expenses@. % Of (C)=	
	Total Cost (Excluding GST) =	
E.	Goods And Services Tax (GST)=	
F.	Total Cost (Including Taxes) (C+D+E) (In INR)	
	In Indian Rupees (In Figures)	
 (In Words)	

Note:

1. The financial evaluation shall be based on the total cost exclusive of GST.
2. Estimate of Costs for Item A-I and A-II shall be as per Form-3.
3. Miscellaneous Expenses in Item B (VI) shall not exceed 15% (fifteen per cent) of the total amount in Item C.
4. No escalation on any account will be payable on the above amounts.
5. All other charges not shown here, and all insurance premia are considered included in the person day rate/ overhead/ miscellaneous expenses.
6. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.



Appendix-III:

List of Activities Under PMMSY

Sl. No.	Activity
1	Additional assistance availed for polythene lining for construction on new ponds in Alkaline areas
2	Additional assistance availed for polythene lining for construction on new ponds in saline areas
3	Backyard Ornamental fish Rearing unit (Fresh water)
4	Backyard Ornamental fish Rearing unit (Marine water)
5	Bivalve cultivation (clams)
6	Bivalve cultivation (mussels)
7	Bivalve cultivation (pearl)
8	Construction of Biofloc ponds for Alkaline areas including inputs of Rs 8 lakhs/ha
9	Construction of Biofloc ponds for Brackish water areas including inputs of Rs 8 lakhs/ha
10	Construction of Biofloc ponds for Freshwater areas including inputs of Rs 4 lakhs/ha
11	Construction of Biofloc ponds for Saline areas including inputs of Rs 8 lakhs/ha
12	Construction of large Marine Finfish Hatcheries
13	Construction of New Grow-out ponds
14	Construction of New Ponds (NE & Himalayan States/UTs)
15	Construction of New ponds for Alkaline areas
16	Construction of New ponds for Brackish Water Aquaculture
17	Construction of New ponds for Saline areas
18	Construction of New Rearing ponds (nursery)
19	Construction of New Rearing ponds (seed rearing ponds)
20	Construction of Raceways of minimum of 50 cubic meter
21	Establishment of Backyard mini RAS units
22	Establishment of Cages in cold water regions
23	Establishment of Fresh water Ornamental Fish Brood Bank
24	Establishment of Large Biofloc (50 tanks of 4m dia and 1.5 high) culture system
25	Establishment of Large RAS (with 8 tanks of minimum 90 m ³ /tank capacity 40 ton/crop)
26	Establishment of large RAS for cold water fisheries (with 10 tanks of minimum 50 m ³ /tank capacity and fish production capacity of 10 ton/crop)
27	Establishment of Medium Biofloc (25 tanks of 4m dia and 1.5m high) culture system
28	Establishment of Medium RAS (with 6 tanks of minimum 30m ³ /tank capacity 10ton/crop)
29	Establishment of Medium RAS for Cold water Fisheries. (with 4 tank of minimum 50 m ³ /tank capacity and fish production capacity of 4 ton/crop)
30	Establishment of need based New Brackish Water Hatcheries (fin fish)
31	Establishment of need based New Brackish Water Hatcheries (shell fish)
32	Establishment of New Freshwater Finfish Hatcheries
33	Establishment of New Freshwater Scampi Hatcheries
34	Establishment of Open Sea cages (100-120 cubic meter volume)
35	Establishment of Seaweed culture rafts including inputs (per raft)
36	Establishment of Seaweed culture with Monoline method including inputs (one unit is approximately equal to 15 ropes of 25m length)
37	Establishment of Seaweed culture with Tubenet method including inputs (one unit is approximately equal to 15 ropes of 25m length)
38	Establishment of Small Biofloc (7 tanks of 4m dia and 1.5 high) culture system
39	Establishment of Small Marine Finfish Hatcheries
40	Establishment of Small RAS (with 1 tank of 100m ³ capacity)
41	Establishment of Trout Fish Hatcheries



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42	Input support for Integrated fish farming (livestock cum fish cultivation)
43	Input support for Integrated fish farming (paddy cum fish cultivation)
44	Inputs for Alkaline Water Aquaculture
45	Inputs for Brackish Water Aquaculture
46	Inputs for fresh water Aquaculture including Composite fish culture, Pangasius, Tilapia etc.
47	Inputs for fresh water Aquaculture Scampi
48	Inputs for Saline Water Aquaculture
49	Inputs for Trout Rearing Units
50	Installation of Cages in Reservoirs
51	Integrated Ornamental fish unit (breeding and rearing for marine water fish)
52	Integrated Ornamental fish unit (breeding and rearing for fresh water fish)
53	Marine Finfish Nurseries
54	Medium Scale Ornamental fish Rearing Unit (Fresh water Fish)
55	Medium Scale Ornamental fish Rearing Unit (Marine water Fish)
56	Pen culture in open water bodies
57	Promotion of Recreational Fisheries
58	Stocking of Fingerlings in Reservoirs @1000FL/ha (3.0/1Lakh FL)
59	Stocking of Fingerlings in Wet lands @1000FL/ha (3.0/1Lakh FL)
60	Communication and /or tracking Devices for traditional and motorised vessels like VHFVHF/DAT/NAVIC/Transponders etc.
61	Communication and /or tracking Devices for motorised vessels like VHFVHF/DAT/NAVIC/Transponders etc.
62	Communication and /or tracking Devices for traditional vessels like VHFVHF/DAT/NAVIC/Transponders etc.
63	Extension and Support Services
64	Insurance premium subvention for fishing vessels
65	Insurance to fishers
66	Livelihood and nutritional support for socio-economically backward active traditional fishers families for conservation of fisheries resources during fishing ban/lean period
67	Providing boats (replacement) and nets for traditional fishermen
68	Providing boats (replacement) and nets for traditional fishermen - Dinghy model
69	Providing boats (replacement) and nets for traditional fishermen- FRP Boat
70	Providing boats (replacement) and nets for traditional fishermen- Wooden boat/Fishing Canoe
71	Support for providing safety kits for fishermen of Motorized fishing vessels (other than Communication and/or tracking Device mentioned at 10.1 above)
72	Support for providing safety kits for fishermen of traditional & motorized fishing vessels (other than Communication and/or tracking Device mentioned at 10.1 above)
73	Support for providing safety kits for fishermen of Traditional fishing vessels (other than Communication and/or tracking Device mentioned at 10.1 above)
74	Support to Fishermen for PFZ devices and network including the cost of installation and maintenance etc.
75	Cold Storage of minimum 10-ton capacity
76	Cold Storage of minimum 20-ton capacity
77	Cold Storage of minimum 30-ton capacity
78	Cold Storage of minimum 50-ton capacity
79	Construction of fish kiosks
80	Construction of fish retail markets
81	Construction of kiosks of aquarium/ornamental fish
82	Construction of ornamental fish/aquarium markets
83	Cycle with Ice Boxes
84	Disease diagnostic and quality testing Mobile labs/clinics
85	E-platform for e-trading and e-marketing of fish and fisheries products
86	Establishment of Bio-toilets in mechanised fishing vessels
87	Establishment of Disease diagnostic and quality testing labs
88	Fish Feed Plants of production Capacity of at least 100 ton /Day



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89	Fish Value Add Enterprises Units
90	Ice Plant of minimum 10-ton capacity
91	Ice Plant of minimum 20-ton capacity
92	Ice Plant of minimum 30-ton capacity
93	Ice Plant of minimum 50-ton capacity
94	Insulated vehicles
95	Large Feed Mills of production Capacity of 20 ton /Day
96	Live fish vending Centres
97	Medium Feed Mills of production Capacity of 8 ton /Day
98	Mini Feed Mills of production Capacity of 2 ton /Day
99	Modernization of Cold storage
100	Modernization of Ice Plant
101	Motor cycle with Ice Box
102	Refrigerated vehicles
103	Support for acquisition of Deep-sea fishing vessels for traditional fishermen
104	Three wheeler with Ice Box including e-rickshaws for fish vending
105	Up gradation of existing fishing vessels for export Competency
106	Establishment of Brood Banks
107	Establishment of seed banks for seaweeds
108	Integrated Aqua Parks (IAPs)- (Large)
109	Integrated Aqua Parks (IAPs)- (Medium)
110	Integrated Aqua Parks (IAPs)- (Small)
111	Integrated Development of Reservoirs (Area: less than 1000 hectares)
112	Integrated Development of Reservoirs (Large) (Area: more than 5000 hectares)
113	Integrated Development of Reservoirs (Medium) (Area: 1000 to 5000 hectares)
114	Support to states for import of germplasm
115	Common Infrastructure for MCS including Hub stations, towers, IT based software, peripherals, networks and operations etc
116	Multipurpose Support Services - Sagar Mitra (performance based incentives along with requisite IT/Communication support like Tablet/mobile telephone etc. would be provided to Sagar Mitras)
117	Aquatic Referral Labs for Quality Testing and Disease Diagnostics
118	Construction of Fishing Harbours
119	Construction of state of art whole sale fish market
120	Expansion of Fishing Harbours
121	Integrated modern coastal fishing villages
122	Integrated modern coastal fishing villages-Installation of Artificial Reefs
123	Maintenance of Dredging of existing FHs
124	Modern Integrated Fish Landing Centres
125	Modernization of existing Fishing Harbours
126	Organic Aquaculture Promotion and Certification
127	Promotion of Domestic fish consumption, branding, Fish mark, GI in fish and promotion and branding etc.
128	Promotion of Domestic fish consumption, branding, Fish mark, GI in Himalayan Trout fish promotion and branding etc.
129	Promotion of Domestic fish consumption, branding, Fish mark, GI in ornamental fishes promotion and branding etc.
130	Promotion of Domestic fish consumption, branding, Fish mark, GI in Tuna fish promotion and branding etc.
131	Promotion of technologically advanced vessels to marine fishermen groups through State/UT Governments
132	Promotion of technologically advanced vessels to marine fishermen through State/UT Governments
133	Up-gradation of existing Fishing Harbours
134	Genetic improvement programmes and Nucleus Breeding Centers (NBCs)
135	Training, Awareness, Exposure and capacity Building
136	Aquatic Quarantine Facilities



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137	Modernization of fishing harbours of central government and its entities
138	Administrative Expenses for implementation of PMMSY (to meet expenses of both for Central Sector and Centrally Sponsored Schemes components)
139	Disease Monitoring and Surveillance Network
140	Fish Farmers Producer Organizations/Companies (FFPOs/Cs)
141	Certification, accreditation, traceability and labelling
142	Fish data collection, fishers survey and strengthening of fisheries database
143	Innovations and Innovative projects/activities, Technology demonstration including Startups, incubators and pilot projects
144	Support for survey and training vessels for Fisheries Institutes including dredger TSD Sindhuraj owned by the DoF and Gol
145	Support to National Fisheries Development Board (NFDB), Fisheries Institutions and Regulatory Authorities of Department of Fisheries, Government of India and need based assistance to State Fisheries Development Boards
146	Support to security agencies to ensure safety and security of marine fishermen at sea