



सत्यमेव जयते

NITI Aayog



Selection of Technical Consultant

Request for Proposal (RFP)

**Evaluation of Capacity Building and Human
Resource Development Scheme of CSIR**

No. I - 9011/68/2023-DMEO

June 2023

Government of India

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No. I - 9011/68/2023-DMEO
Government of India
NITI Aayog
Development Monitoring and Evaluation Office
Sansad Marg, New Delhi -110001

Request for Proposal (RFP)

June 26, 2023

Subject: Request for Proposal (RFP) for Evaluation of Capacity Building and Human Resource Development Scheme of CSIR

The Development Monitoring and Evaluation Office (DMEO), National Institution for Transforming India (NITI) Aayog, Government of India, intends to engage a Consultancy Firm to support **the Evaluation of Capacity Building and Human Resource Development Scheme of CSIR** details of which have been provided in the RFP document.

DMEO, NITI Aayog invites proposals for this assignment from national/international firms/organisations/institutions with the requisite experience in this field, as detailed in the RFP. The salient features of the study, eligibility criteria and instructions on how to bid and other details are available in the RFP document uploaded on the DMEO website (<https://dmeo.gov.in/tenders>) and Government e Marketplace Portal (<https://gem.gov.in/>). Important information & tentative dates are given in section 1 of the RFP.

Interested applicants are requested to log into Government e Marketplace Portal (GeM) and submit their RFP response online, on or before **August 11, 2023**, at 1400 hours. Please note that manual/offline bids shall not be accepted. Applicants can also refer to the resources available on GEM portal (<https://gem.gov.in/support/sellers/?lang=english>) for further queries.

Shri Manish Gade
Economic Officer
Development Monitoring & Evaluation Office (DMEO)
Room No-431, NITI Aayog, Sansad Marg
New Delhi, 110001
Email: dmeoeval-niti@gov.in

Disclaimer

The information contained in this Request for Proposals document ("RFP") or subsequently provided to Applicants, 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 Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. 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 Applicant 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 Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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 Applicant 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 an Applicant or to appoint the Selected Applicant, 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 Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Glossary

Additional Costs	As in Item H of Form-2 of Appendix-II
Agreement	As defined in Schedule-2
Agreement Value	As defined in Clause 6.1.2 of Schedule-2
Applicable Laws	As defined in Schedule-2
Applicant	As defined in Clause 2.1.1
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	As defined in Clause 1.2
Consultancy Team	As defined in Clause 2.1.4
Consultant	As defined in Clause 1.2
CV	Curriculum Vitae
Deliverables	As defined in Paragraph 6 of Schedule-1
Documents	As defined in Clause 2.12
Effective Date	As defined in Clause 2.1 of Schedule-2
Eligible Assignments	As defined in Clause 3.1.4
Final Evaluation Report	As specified in Paragraph 6 of Schedule-1
Financial Proposal	As defined in Clause 2.15.1
Form of Agreement	Form of Agreement as in Schedule-2
GEM	Government e Marketplace Portal
INR, Re, Rs.	Indian Rupee(s)

Inception Report	As specified in Paragraph 6 of Schedule-1
Key Date	As defined in Paragraph 6 of Schedule-1
Key Personnel	As defined in Clause 2.1.4
Lead Member	As defined in Clause 2.1.1
LOA	Letter of Award
Member	As defined in Clause 2.3.3 (a)
Official Website	As defined in Clause 1.11.2
Personnel	As defined in Clause 1.1.1(m) of Schedule-2
Professional Personnel	As defined in Clause 2.14.6
Prohibited Practices	As defined in Clause 4.1
Project	As defined in Clause 1.1.6
Project Manager	As defined in Clause 4.6 of Schedule-2
Proposal	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clauses 1.5 and 1.8
Resident Personnel	As defined in Clause 1.1.1(n) of Schedule-2
RFP	As defined in Disclaimer
Selected Applicant	As defined in Clause 1.6
Selection Process	As defined in Clause 1.6
Services	As defined in Clause 1.1.1(p) of Schedule-2
Sole Firm	As defined in Clause 2.1.1
Statement of Expenses	As defined in Note 13, Form-2 of Appendix-II
Statutory Auditor	An Auditor appointed under Applicable Laws
Sub-Consultant	As defined in Clause 1.1.1(q) of Schedule-2
Support Personnel	As defined in Clause 2.14.6
Team Leader	As defined in Clause 2.1.4
Technical Proposal	As defined in Clause 2.14.1
TOR	As defined in Clause 1.1.3

US\$ United States Dollar

WG As defined in Paragraph 9 of the TOR

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.

Invitation for Proposal

1. Introduction^{1§}

1.1 Background

1.1.1. The Development Monitoring and Evaluation Office (DMEO) (the “**Authority**”) was constituted in September 2015 by merging of the erstwhile Programme Evaluation Office (PEO) and the Independent Evaluation Office (IEO). DMEO is an attached Office of NITI Aayog to fulfil the mandates of monitoring and evaluation assigned to NITI Aayog.

1.1.2. In pursuance of the above, the Authority has decided to carry out the process for selection of a Technical Consultant for the **Evaluation of Capacity Building and Human Resource Development Scheme of CSIR** (the “**Project**”) in accordance with the Terms of Reference specified at Schedule-1 (the “**TOR**”).

1.2 Request for Proposals

1.2.1. The Authority invites proposals (the “**Proposals**”) for selection of a Technical Consultant (the “**Consultant**”) who shall conduct an evaluation Study of the 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 Applicants

Applicants 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-Proposal Conference on the date and time specified in Clause 1.10.

1.4 Availability of RFP Document

The document can be downloaded from the Official Website of the Authority (<https://dmeo.gov.in/tenders>) and GEM – Government e Marketplace 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**”).

1.6 Brief description of the Selection Process

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

^{1§} Instructions for Applicants

Note 1: Blank spaces contain formats that are to be used by the Applicant after the RFP is issued. (See Appendix-III)

Note 2: Footnotes marked - “\$” in the relevant Clauses of the RFP and Schedules are for guidance of the Applicants. In case of Appendices, the footnotes marked - “\$” or in other non-numerical characters shall be omitted by the Applicants while submitting their respective Proposals. (See Appendix-III)

In the first stage, a technical evaluation will be carried out as specified in Clause 3.1 Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant shall be selected for negotiation (the “**Selected Applicant**”) while the second ranked Applicant will be kept in reserve.

1.7 Currency conversion rate and payment

1.7.1 For the purposes of technical evaluation of Applicants, Rs. 80 (Rupees eighty) per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

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 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:

#	Event Description	Date
1	Last date for receiving queries/clarifications	06 July, 2023
2	Pre-Proposal Conference	13 July, 2023
3	Authority response to queries	27 July, 2023
4	Proposal Due Date (PDD)	11 August 2023 at 1400 hours
5	Opening of Proposals	12 August, 2023
6	Letter of Award (LOA)	31 August, 2023 (Tentative)
7	Signing of Agreement	11 September, 2023 (Tentative)
8	Validity of Applications	90 days of Proposal Due Date

1.9 Pre-Proposal Queries

Prospective Applicants may address their queries to the nodal officer specified below:

Shri Manish Gade
Economic Officer
Development Monitoring & Evaluation Office (DMEO)
Room No-431, NITI Aayog, Sansad Marg
New Delhi, 110001
Email: dmeoeval-niti@gov.in
Phone: 011 - 23096799

1.10 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:

Date: As mentioned in Clause 1.8

Time: 13 July 2023 at 1400 hrs

Venue: Bengal Tiger, NITI Aayog (Virtual <https://tinyurl.com/CSIRPreBid>)

Applicants may register for the same until a day prior to the Pre-proposal Conference by submitting the details of their representatives attending the pre-proposal conference at the below link:

- **Registration Link:** <https://tinyurl.com/CSIRRegistration>

1.11 Communications

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

Shri Manish Gade
Economic Officer
Development Monitoring & Evaluation Office (DMEO)
Room N0-431, NITI Aayog, Sansad Marg
New Delhi, 110001
Email: dmeoeval-niti@gov.in
Phone: 011 - 23096799

1.11.2 The Official Website of the Authority is: <https://dmeo.gov.in/>

Note: Please open <https://dmeo.gov.in/tenders> or GEM - Government e Marketplace Portal (<https://gem.gov.in/>) to access all the posted and uploaded documents related to this RFP.

1.11.3 All communications, including submission in original form of both, Power of Attorney (as per Clause 2.13.3) and Bid Security or Bid Security Declaration, as the case may be, (as per Clause 2.20), should have the following information, marked at the top in bold letters:

RFP for “Evaluation of Capacity Building and Human Resource Development Scheme of CSIR

2. Instructions to Applicants

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 an applicant 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 (the “**Lead Member**”) in response to this invitation. The term applicant (the “**Applicant**”) means the Sole Firm or the Lead Member, 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 Applicants are advised that the selection of consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants 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 without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Section 2 (Instruction to Applicants) 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 Applicant 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 miletones, as prescribed in Terms of Reference, lies with the Applicant.

2.1.4 Key Personnel

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

S No	Key Personnel	Responsibilities
1.	Team Leader	<p>S/He will lead, co-ordinate, manage and supervise the multidisciplinary team to prepare/conduct the Evaluation Study and act as a focal point to the Authority throughout the duration of the Consultancy. In addition, S/He will be responsible for:</p> <ul style="list-style-type: none"> • Accountable for the identification of experienced teams, providing expert guidance, problem-solving support and leading discussions with senior stakeholders • Ensure all deliverables and milestones delivered as per timelines • Ensure sampling strategy, data quality checks, concurrent analysis, report reviewing and feedback mechanism • Drive discussions with senior officials in the Government at Centre and State levels • Provide insights from experience in sector projects

S No	Key Personnel	Responsibilities
2.	Deputy Team Leader	<p>S/He will assist the Team lead in leading, coordinating and supervising the multidisciplinary team for the evaluation Study. S/He will be responsible for:</p> <ul style="list-style-type: none"> • Leading day-to-day management of the team • Project management as per agreed activities, timelines and deliverables • Communication related activities • Defining the detailed work plan and managing the team of consultants against the work plan • Preparation of Gantt chart, concurrent analysis, report writing/reviewing • Drive discussions with senior officials in the Government at Centre and State levels • Coordinating with the team and other stakeholders • Sending periodic updates, highlighting challenges and potential solutions in project execution
3.	Senior Researcher	<p>S/He will be responsible for:</p> <ul style="list-style-type: none"> • Providing economic perspectives on all aspects of the project • Designing a meta-analysis plan based on the secondary data • 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. • Ensuring data quality of the primary data collected and the use of the latest analytical tools for qualitative and quantitative data analysis • Conduct econometric/ statistical analysis of data
4.	Junior Researcher	<p>S/He will be responsible for:</p> <ul style="list-style-type: none"> • Conducting meta-analysis and secondary research from different sources for the study • Assisting in data cleaning, storage, analysis and management • Assisting other team members in research and analysis
5.	Content Editor	<p>S/He will be responsible for ensuring:</p> <ul style="list-style-type: none"> • Quality of content and presentation of the reports • Editing of reports to make them free from grammatical, language and spelling errors • The content of report should not be repetitive in nature • Proper referencing in the report such as APA etc.

2.2 Conditions of Minimum Eligibility of Applicants

2.2.1 Applicants must read the minimum eligibility conditions carefully (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation. The Conditions of Eligibility as specified in the RFP may be relaxed for a particular Applicant, if applicable, subject to furnishing of relevant and valid documents or certificates, supporting such relaxations or exemptions under Applicable Laws.

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

- (A) **Technical Capacity:** The Applicant must be a legal entity as per Applicable Laws (which would include inter-alia, academic institutions/profit/non-profit organisation). The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 3 (three) Eligible Assignments as specified in Clause 3.1.4. The Applicant 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.
- (B) **Financial Capacity:** The Applicant shall have a minimum turnover of Rs. 2 (two) crore per annum during each of the 3 (three) financial years FY 2018-19, FY 2019-20 and FY 2021-22². For avoidance of doubt, turnover hereunder refers to total revenue of the applicant.
- (C) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting 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:

S No	Key Personnel	Minimum Educational Qualifications ³	Minimum Length of Professional Experience	Minimum Length of Relevant Experience
1.	Team Leader (with at least one position at senior or mid management level)	Master's Degree (or equivalent)	12 years	At least 8 years of experience in handling evaluation/research projects in education/S&T or related sectors.
2.	Deputy Team Leader (with at least one position at senior or mid management level)	Master's Degree (or equivalent)	10 years	At least 5 years of experience in handling evaluation/research projects in education/S&T or related sectors.
3.	Senior Researcher	Master's Degree (or equivalent)	8 years	At least 5 years of experience in the domain of qualitative and quantitative research
4.	Junior Researcher [^]	Master's Degree (or equivalent)	2 years	At least 1 year of experience in the domain of qualitative and quantitative research
5.	Content Editor ^{^^}	Master's Degree in English, Mass Communication and Journalism (or equivalent)	5 years	

² Considering the adverse economic impact of the Covid-19 pandemic, FY2020-21 has been excluded from Financial Capacity criteria under "Condition of Minimum Eligibility of Applicants"

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

^Junior Researcher will permanently work from DMEO, NITI Aayog

^^ Content Editor will not be considered for scoring.

- 2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors^{4\$} stating its turnover during each of the 3 (three) financial years i.e. **FY 2018-19, FY 2019-20 and FY 2021-22**. In the event that the Applicant 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 Applicant.
- 2.2.4 The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
- 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 An Applicant 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 Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Project (the “**Conflict of Interest**”). Any Applicant 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 Applicant’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 at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

^{4\$} Please do not attach complete printed annual financial statements. In case relevant extracts of duly audited annual financial statements containing the requisite details are provided, duly countersigned by the authorised signatory, a separate certification by statutory auditors would not be necessary in respect of clause 2.2.3.

(a) Conflicting Associations:

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

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

2.4 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant 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 Applicants 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

Applicants 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 Applicant

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant 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 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant 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 Notwithstanding 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, the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Applicant 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 Applicant may lead to the disqualification of the Applicant. If the Applicant 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 Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of 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:

Request for Proposal

1. Introduction
2. Instructions to Applicants
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Pre-Proposal Conference
6. 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: Approved Sub-Consultant(s)

Annex-5: Cost of Services

Annex-6: Payment Schedule

Annex-7: 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 Applicant

Form-3: Statement of Legal Capacity

Form-4: Power of Attorney

Form-5: Financial Capacity of Applicant

Form-6: Particulars of Key Personnel

Form-7: Proposed Methodology and Work Plan

Form-8: Eligible Assignments of Applicant

Form-9: Deployment of Personnel

Form-10: Other Implementation Support Team Members

Form-11: Proposal for Sub-Consultant(s)

Form -12: Bid Security Declaration Form

Form-13: Letter of Intent for Technical Collaboration

Appendix-II: Financial Proposal

Form-1: Covering Letter

Form-2: Financial Proposal

Form-3: Estimate of Personnel Costs

Appendix-III: List of Bid-Specific Provisions

Appendix-IV: References

2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFP may submit their queries online to the Authority through GEM portal <https://gem.gov.in/> by logging in through their registered email id before the date mentioned in the Schedule of Selection Process at Clause 1.8.

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 / GEM portal 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 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.11 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 an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.

- 2.11.2 All such amendments shall be posted on the GEM portal <https://gem.gov.in/> along with the revised RFP containing the amendments and will be binding on all Applicants.
- 2.11.3 In order to afford the Applicants 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 Date⁵§.

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 Applicant 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 Applicant 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.
- 2.13.3 Bids along with all the scanned copies of the document should be submitted in the electronic form only through GEMP e-tendering system as mentioned above. Before the bid documents are uploaded, all attached documents should be signed using 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 authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
 - (d) by the Authorised Representative of the Lead Member, in case of consortium.
- A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form-4) shall be uploaded alongwith 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 in a sealed envelope on or before the proposal due date:

⁵§ While extending the Proposal Due Date on account of an addendum, the Authority shall have due regard for the time required by Applicants to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Proposal Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

- (a) Power of Attorney as required under Clause 2.13.3 and
- (b) Insurance Surety Bond/Demand Draft towards Bid Security or Bid Security Declaration, as required under Clause 2.20

Kindly note that, the proposal shall be rejected if Bid security or Bid Security Declaration is not submitted on or before the Proposal Due Date.

The envelope specified in this Clause 2.13.4 shall clearly bear the following identification:

RFP for “Evaluation of Capacity Building and Human Resource Development Scheme of CSIR

If this envelope is not sealed and marked as instructed above, NITI Aayog 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.

- 2.13.5 Applicants should note the Proposal Due Date, as specified in Clause 1.8, 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 the GEM portal by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants 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.

2.14 Technical Proposal

- 2.14.1 Applicants shall submit the technical proposal online in the formats at Appendix-I (the “**Technical Proposal**”).
- 2.14.2 While submitting the Technical Proposal, the Applicant 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 prescribed signatories;
 - (c) Power of Attorney, if applicable, is executed as per Applicable Laws;
 - (d) CVs of all Professional Personnel have been included;
 - (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;
 - (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 Applicant. A copy of the CV signed by respective Key Personnel, duly digitally countersigned by the authorised

signatory, shall be accepted. If few 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 not found to be ineligible as per the Clause 2.25.1. If most 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) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- (i) Professional Personnel proposed have good working knowledge of English language;
- (j) Key Personnel would be available for the period indicated in the TOR;
- (k) no Key Personnel and Other Professional Personnel should have attained the age of 65 (sixty-five) years at the time of submitting the proposal; and
- (l) the proposal is responsive in terms of Clause 2.22.3.

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

2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant 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.

2.14.6 The proposed team shall be composed of experts and specialists (the “**Professional 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. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-6 of Appendix-I.

2.14.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such Sub-Consultants should be submitted in Form-11 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.

2.14.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant 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 Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.14.9 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 Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant 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 Applicant 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 Applicant or Consultant, as the case may be.

In such an event, the Authority reserves the right to take action as per the Bid Security or 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 Applicants 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 Applicant’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 lower of the two shall prevail.

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

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally 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 Applicants shall submit electronically the Proposal 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 Applicant as per the terms of the RFP. In case the proposal is submitted on the document downloaded from Official Website, the Applicant 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 GEM Portal itself; manual/offline bids shall not be accepted under any circumstances. Also, the applicant shall have to separately send Bid Security or Bid Security Declaration and Power of Attorney in original hard copy to the Authority as specified in the Clause 2.13.4

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 (Form-1 of Appendix-I) along with Forms 2 to 13 of Appendix-I and supporting documents; and

(ii) Scanned copy of Bid security or Bid Security Declaration as specified in Clause 2.20.1

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 Applicant.

2.16.5 The complete Proposal must be submitted online on or before 1400 hours on the Proposal Due Date specified in Clause 1.8. 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 1400 hours on the Proposal Due Date specified in Clause 1.8 in the manner and form as detailed in this RFP. The Applicant is advised to retain the acknowledgement 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 an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

Proposals submitted after the due date will not be accepted by the GEM portal and hence will automatically be rejected. DMEO will in no case be responsible if the bid is not submitted online with in the specified timelines.

2.19 Modification/ substitution/ withdrawal of Proposals

- 2.19.1 The Applicant 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 Applicant 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, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.20 Bid Security

- 2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of ₹ 1.5 lakhs in the form of Insurance Surety Bonds, Demand Draft, Fixed Deposit issued by one of the Nationalised/Scheduled Banks in India in favour of PAO, NITI Aayog payable at New Delhi (the —Bid Security), returnable not later than 30 (thirty) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.25.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.30, the second ranked Applicant, 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 Applicant 's Bid Security shall be returned within 30(thirty) days on receipt of the performance security in accordance with the provisions thereof. Bid securities of the unsuccessful bidders during first stage i.e. technical evaluation, would be returned within 30 days of declaration of results of the technical evaluation. In case of Govt-owned universities/academic institutions, the Applicant shall furnish, as part of its Proposal, a Bid Security Declaration as per format specified in Appendix-I Form-12. Universities/academic institutions (hereunder refer to the universities/institutions) should be recognized by University Grant Commission or any State or the Central Government
- 2.20.2 Any Bid not accompanied by the Bid Security or Bid Security Declaration, as the case may be, shall be rejected by the Authority as non-responsive except the provision given in Clause 2.20.1.
- 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 Applicant, 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 an Applicant submits a non-responsive Proposal;
 - (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
 - (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;

- (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1;
- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or
- (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

2.21 Performance Security

2.21.1 The Applicant, 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, 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 an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
- (c) if the Selected Applicant commits a breach of the Agreement.

2.21.2 An amount equal to 3% (three per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, 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 issued by one of the Nationalized/Scheduled Banks in India.

D. Evaluation Process

2.22 Evaluation of Proposals

2.22.1 The Authority shall open the Proposals at 14:00 hours 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 proposal due date shall not be considered for evaluation in accordance with Clause 2.19.

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 if:

- (a) the Technical Proposal is received in the form specified at Appendix-I; (all forms to be uploaded in pdf form on GeM 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;

- (c) it is accompanied by the Bid Security or Bid Security Declaration as specified in Clause 2.20.1.
- (d) it is digitally signed, numbered and submitted as stipulated in Clauses 2.13 and 2.16;
- (e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- (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 and the criteria set out in Section 3 of this RFP.

2.22.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date and time will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be uploaded. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.22.7 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants 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 Applicant 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 Applicants 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 Applicant 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 an Applicant does not provide clarifications sought under Clause 2.24.1 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 Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. Appointment of Consultant

2.25 Negotiations

- 2.25.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally be for re-confirming 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. Upto two Key Personnel who is/are not eligible as required under Clause 2.2.2 (D) shall be replaced by the Applicant with better candidate (s) to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to forfeit the bid security or Bid security declaration of the Applicant in accordance with the provisions of Clause 2.20.4.
- 2.25.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.
- 2.25.3 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.
- 2.25.4 Before issuing a Letter of Award (LoA) to the successful Applicant, the Authority may, at its discretion, ask the selected Applicant **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 thereon. In such cases, the Authority may forfeit the Bid Security or/and initiate suitable action as per the provision of Bid Security Declaration in addition to the other punitive actions in accordance with the provisions of Section 4 of the RFP

- 2.25.5 As a pre-requisite to the negotiations, the Selected Applicant shall confirm the availability of all Key Personnel included in the Proposal. Failure to confirm the Key Personnel availability may result in the Applicant's Proposal being declared non-responsive and the Authority proceeding to negotiate the Contract with the next-ranked responsive applicant. 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 applicant, including but not limited to death or medical incapacity. In such case, the Selected Applicant 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. Authority reserves its right to seek during negotiations the replacement of the Key Personnel, subject to the maximum limit of two, who are found to be ineligible.
- 2.25.6 The negotiations are concluded with a review of the finalized draft Contract, which shall be initiated by the Authority and the Applicant's authorized representative. If the negotiations fail, the Authority shall inform the Applicant in writing of all pending issues and disagreements and provide a final opportunity for the Applicant to respond. If disagreement persists, the Authority shall declare the proposal nonresponsive, informing the Applicant of the reasons for doing so. The Authority shall invite the next-ranked responsive Applicant to negotiate a Contract. Once the Authority commences negotiations with the next-ranked Applicant, the Authority shall not reopen the earlier negotiations. In case, the second ranked applicant is invited for negotiation, the lower cost, as per financial proposals, between the highest ranked applicant and the second highest ranked applicant shall be offered to the second highest ranked applicant 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 Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 2.26.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 10% (ten per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 20% (twenty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.
- 2.26.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant 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.

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 Applicant and the Selected Applicant 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 Applicant 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 Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

2.29 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute Agreement within the period prescribed in Clause 1.8. The Selected Applicant 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 or commence the assignment as specified herein, the Bid Security of the consultant shall be forfeited or or action shall be undertaken by the Authority as per the Bid Security Declaration in accordance with the provisions of Clause 2.20.4.

2.31 Proprietary Data

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants 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 Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience and qualifications of the proposed Key Personnel. Only those Applicants 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 (S_T).

3.1.2 A Proposal shall be rejected if any three of the Key Personnel are not eligible. In case the Selected Applicant has one or two Key Personnel who is/are not eligible, she/ they would have to be replaced during negotiations, with a better candidate (s) who, in the opinion of the Authority, would be eligible as per the Clause 2.2.2 (D)..

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

S.No.	Parameter	Maximum Marks	Criteria
1	Relevant Experience of the Applicant	30	30% of the maximum marks shall be awarded for the number of Eligible Assignments undertaken by the Applicant. Maximum 10 assignments can be submitted by the applicant. (Comparative marking) The remaining 70% shall be awarded based on the following: (a) Average Sample Size of Eligible Assignments (Max Marks: 7 marks) <ul style="list-style-type: none"> • Sample size of 100 to 250 respondents: 3.5 marks • Sample size of above 250 respondents: 7 marks (b) Average turnover of the Applicant for 3 years (Max: 7 marks) <ul style="list-style-type: none"> • 2 crore to 4 crores: 3.5 marks • Above 4 crores: 7 marks (c) Average value of eligible assignments (Max: 7 Marks): <ul style="list-style-type: none"> • 25 lakhs to 40 lakhs: 3.5 marks • Above 40 lakhs: 7 marks
2	Proposed Methodology and Work Plan	40	Evaluation will be based on the quality of submissions, as per Appendix-I Form-7 and the presentation made by the Applicant ⁶ (40 marks) *Higher marks to be awarded for collaboration/consortium/ partnership with academic institutions ⁷ .
3	Experience of Proposed Key	30	

⁶ The presentation shall be made by Team Leader and Deputy Team Leader. In case of absence of Team leader and deputy team leader during presentation, the proposal may be rejected by the Authority.

⁷ Letter of Intent needs to be submitted prior to award of the contract.

S.No.	Parameter	Maximum Marks	Criteria
	Personnel of the Applicant		The marks shall be awarded based on the relevant experience, which are given below:
3.1	Team Leader	12	3.1 Team leader (Maximum 12 marks) a 8 to 10 years: 8 marks b Above 10 years: 12 marks 3.2 Deputy team leader (Maximum 8 marks) a 5 to 8 years: 5 marks b Above 8 years: 8 marks 3.3 Senior Researcher (Maximum 6 marks) a 5 to 8 years: 4 marks b Above 8 years: 6 marks 3.4 Junior Researcher (Maximum 4 marks) a 1 to 3 years: 3 marks b Above 3 years: 4 marks
3.2	Deputy Team Leader	8	
3.3	Senior Researcher	6	
3.4	Junior Researcher	4	
	Total	100	

While awarding marks for the number of Eligible Assignments, the Applicant that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants shall be entitled to a proportionate score. Please note that the Applicant can submit a maximum number of 10 eligible assignments.

3.1.4 Eligible Assignments

To determine Conditions of Eligibility and to evaluate the Proposals under this RFP, advisory/ consultancy assignments for the following projects shall be deemed as eligible assignments (the “**Eligible Assignments**”):

- A research/evaluation study conducted for Union/State Government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc in India covering **a minimum sample size of 100 respondents**, including Key Informant Interviews, Households and Focussed Group Discussions
- Provided that the Eligible Assignments have been completed in the 5 (five) financial years preceding the PDD.
- The Applicant firm claiming credit for an Eligible Assignment shall have professional fees of **at least Rs 25 lakhs** for such assignment.
- For the avoidance of doubt, professional fees hereunder refer to the value of the contract/ work order/ agreement awarded to the Applicant for providing advisory or consultancy services by its client.
- For the Eligible Assignments, the Applicant firm shall provide requisite supporting documents such as copies of work orders, contracts, agreements etc. The professional fees 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 Eligible Assignment.

3.2 Short-listing of Applicants

Of the Applicants ranked as aforesaid, not fewer than three (3) shall be pre-qualified and short-listed for financial evaluation in the second stage.

3.3 Evaluation of Financial Proposals

3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (S_F).

3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal, excluding Additional Costs, will be considered. Additional Costs shall include items specified as such in Form-2 of Appendix-II.

3.3.3 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 fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M/F$$

(F = amount of Financial Proposal)

3.4 Combined and Final Evaluation

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

$$S = S_T \times T_w + S_F \times F_w$$

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.

3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.25, 2.29 and 2.30, as the case may be.

4. Fraud and Corrupt Practices

- 4.1 The Applicants 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 Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) 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 Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant 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, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant 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 Applicant 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, coercive practice, undesirable practice or restrictive 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**” 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 Applicants, 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) Applicant 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

5. Pre-Proposal Conference

- 5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have downloaded the RFP document from the Official Website of the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour 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.

6. Miscellaneous

- 6.1** 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.
- 6.2** 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 Applicant 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 Applicant; 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 Applicant.
- 6.3** It shall be deemed that by submitting the Proposal, the Applicant 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.
- 6.4** All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5** The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

Schedules

Schedule 1: Terms of Reference

(See Clause 1.1.3)

TERMS OF REFERENCE

FOR

Evaluation of Capacity Building and Human Resource Development Scheme of CSIR

Contents:

1. Background
2. Objectives of the Evaluation Study
3. Scope of Services
4. Data Collection and Methodology
5. Stakeholders to be consulted
6. Deliverables and Timelines
7. Payment Schedule
8. Indicative Report Structure of the Final Evaluation Report
9. Reporting
10. Meetings
11. Miscellaneous

1. **Background**

The Department of Scientific and Industrial Research (DSIR) is a part of the Ministry of Science and Technology. The Department of Scientific and Industrial Research (DSIR) is mandated to carry out the activities relating to the promotion, development, utilization and transfer of indigenous technology.

The Council of Scientific & Industrial Research, established in 1942, is an autonomous body known for its excellence in R&D and S&T innovations. CSIR has a pan India presence through its network of 38 national Laboratories, which undertake well-focused basic and applied research in diverse fields of science and technology.

Among the schemes implemented by CSIR, Capacity Building and Human Resource Development is an umbrella scheme which aims (i) to nurture the budding scientific talent for doing research through PhD programmes and post doctoral research in the country; (ii) to promote research work in the field of Science & Technology through financial assistance; (iii) to promote excellence and recognize outstanding contributions made by young/senior/outstanding scientists; and (iv) to provide platform for professionals, scientists, research and educational institutions to organize symposia/conference. The budget outlay of the Capacity Building and Human Resource Development Scheme is Rs. 564 crores in the financial year 2022-23. The detailed scheme components and their objectives, along with the budget, of the scheme are given in **Annexure 1**. In addition, CSIR has initiated various doctoral and postdoctoral fellowship schemes over the years to benefit students to pursue their research interests in multiple areas of Science & Technology, the most noteworthy among these is CSIR-UGC National Eligibility Test for JRF and Eligibility for Lectureship. Besides doctoral and postdoctoral programmes, CSIR has been running the Extramural Research Scheme for Universities and R&D institutions since 1943. Around 98% of the expenditure under the scheme comes from doctoral and post doctoral fellowships and extramural research and emeritus scientist scheme. Therefore, these two components of the scheme are considered for evaluation. Department of Expenditure mandated that the third-party evaluation of scheme should be conducted for their continuation to the term of Fifteenth Finance Commission cycle started from 2021-22 to 2025-26. This evaluation is being undertaken by Development Monitoring and Evaluation Office on the request of the Department of Scientific and Industrial Research (DSIR).

2. **Objectives of the Evaluation Study**

The following are the objectives of the evaluation study:

- a. To assess the reach and coverage of various components
- b. To assess the efficiency of various mechanisms followed such as timeliness of the disbursement of grants/fellowships
- c. To assess the monitoring, transparency, and accountability mechanisms
- d. To assess the impact of the grants/fellowships/scholarships
- e. To assess the coherence of the scheme with other similar schemes implemented by the Government of India in the Science & Technology (S&T) domain
- f. To document the best practices of S&T Human Resource Development of International Institutes similar to CSIR
- g. To recommend continuing the schemes in their current form, modify, scale up or scale down
- h. To make suggestions/recommendations for achieving sustainable development goals and other international benchmarks

3. **Scope of Services**

The Scope of Services involving Analysis and Report Writing of the selected Consultant will include:

- a. Preparation of Inception report, inter-alia, includes the following:
 - Findings from the secondary research/ meta-analysis including international benchmarking
 - Overview of Indian S&T Sector Contribution
 - Overview of globally competitive and benchmarked organizations similar to CSIR
 - Finalizing the set of key indicators
 - Finalising the required research tools
 - Plan for training/capacity building of the field investigators

- b. Mid-term Report and presentation with initial findings of the study along with the details of the following:
 - SWOT Analysis
 - Piloting of the tools
 - Training Report
 - Learning from the piloting
 - Changes in the research tools after piloting, if any
- c. Draft Evaluation Report and presentation for stakeholder consultations
- d. Final Evaluation Report and presentation after incorporation of inputs from all the concerned stakeholders
- e. Miscellaneous
 - Putting in place appropriate IT hardware and application software for data collection and management
 - Establishment of a managerial structure for field operations for primary data collection
 - Submit weekly progress reports
 - Conducting stakeholders' consultations during the course of the study.
 - Collecting and compiling the quality data from beneficiaries.
 - High-quality data management and adherence to quality assurance mechanisms as per agreed protocols, plans and schedules.
 - Adhere to ethical protocols and data confidentiality, norms
 - The survey agency shall record telephonic interviews, email responses for necessary verification and validation that may be required for managing survey quality
 - Collation and data cleaning
 - Running data analysis and submitting cross-tabulations/summarizations
 - Incorporating concurrent feedback into the workflow
 - The consultant shall maintain high-quality in the report content which will be peer-reviewed by DMEO. The flow of findings and recommendations shall be clearly indicated in the report based on intellectual rigour. In case of any compromise in the quality, the suitable penalty would be imposed on the consultant as per the provisions given in the RFP.
 - All the reports are required to be submitted in hard copy (10 No.s) as well as in soft copy. A synopsis of the Final Evaluation Report is also required to be submitted separately. In addition to the reports, for further analysis in future, verifiable raw data in soft copy should also be shared with DMEO, NITI Aayog. This will include detailed transcriptions of key informant interviews and focus group discussions as well as raw data in MS Excel/CSV format

4. Data Collection and Methodology

I. Primary Data Collection:

- a. The reference period for the study is 2015-16 to 2021-22 .A mixed-method study design will be utilized for this study. Under this, the quantitative and qualitative phases will be implemented to assess the objectives mentioned in the earlier section. The primary data collection will have the following indicative components:
 - i. **Key Informant Interviews:** KIIs will have to be conducted with government officers involved directly or indirectly in the implementation of the scheme from the department. The academia and researchers will be selected for the institution from 5 regions (given in the table below) for KII. The minimum number of KIIs to be conducted with each stakeholder is mentioned in the table below. The selection of suitable experts for KIIs will be made in consultation with DMEO. The Consultant will finalize the KII guide in consultation with DMEO

- ii. **Focus Group Discussions:** Focused Group Discussion (FGDs) will have to be conducted with researchers, scientists and professors including non-beneficiaries. FGD participants can be selected from the same institutions that are covered in the quantitative exercise. The Consultant will finalize the FGD guide in consultation with DMEO.
- iii. **Beneficiaries:** The beneficiary-level survey will be conducted with the current and past beneficiaries under different components of the scheme. The Consultant will finalize the beneficiary level tool in consultation with DMEO.

Region-wise list of states are given below:

S.No.	Region	State
1	North & Central	Chandigarh, Chhattisgarh, Delhi, Haryana, Madhya Pradesh, Punjab, Uttar Pradesh
2	South	Andhra Pradesh, Karnataka, Kerala, Lakshadweep, Puducherry, Tamil Nadu, Telangana
3	East	Andaman & Nicobar Islands, Bihar, Jharkhand, Orissa, West Bengal
4	West	Dadra & Nagar Haveli, Daman & Diu, Goa, Gujarat, Maharashtra, Rajasthan
5	North East and Hilly States	Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim, Tripura, Himachal Pradesh, Jammu & Kashmir, Uttarakhand

- b. **Sampling-** The sample for the Key Informant Interviews (KIIs), Focused Group Discussions (FDGs) and Beneficiaries must be designed so that the sample is spread over geographic sub-areas and population sub-groups properly. The size of the sample must take into account competing needs so that costs and precision are optimally balanced. Considering the limited time, a survey in different identified states should be conducted simultaneously.

A minimum of **125 KIIs, 40 FGDs, 1,000 beneficiary level survey** are proposed to be conducted with the relevant stakeholders to evaluate the Scheme. There should be an appropriate representation of women in the primary data collection. The indicative sampling frame for the KIIs and FGDs is given below. However, it is essential to note that these numbers are indicative and that the Consultant may suggest their methodology best suited to meet the objectives of the evaluation. The final methodology will be based on the approval of DMEO.

Distribution of KIIs, FGDs and Survey across Stakeholders:

S.No.	Category	KII	FGD
1	Govt. officers (Including State Govts, if any)	5	0
2	Academia	20	0
3	Researchers/Professors/Scientist/Institution supported ⁸	100	40
Total		125	40
Beneficiary level Survey			
4	Survey (online/offline) with beneficiaries ⁹	1,000	

⁸ At least, 20% of the researchers should have completed their fellowship period and also it can be done via audio/video/physically/suitable online mode.

⁹ Consultant may propose the sampling for selecting past and current beneficiaries.

- c. **Selection of Sample for Institutions:** A comprehensive list of institutions supported by the departments will be shared with the Consultant. **At least 50 institutions (10 per region) supported by CSIR** will have to be visited by the Consultant, who will have to conduct interviews and collect data in the developed tool with the approval of DMEO. Furthermore, the Consultant is also required to do at **least 40 FGD (including at least 10 FGDs with non-beneficiaries)**, with a minimum of 5 members in each FGD, with the researchers working in the institutions.
- d. **Analysis:** Indicative list of parameters to be used in qualitative and quantitative analysis:
- i. Geographical coverage of the scheme benefits
 - ii. Institution type wise beneficiary coverage
 - iii. Stream wise allocation of funds for research
 - iv. Stream wise researchers supported through fellowships
 - v. Stream wise women participation
 - vi. Stream wise participation of OBC/SC/ST
 - vii. Research Fellows completed PhDs;
 - viii. Research Fellows Dropouts before completion of tenure
 - ix. Research Fellows completed Ph.Ds within the valid tenure
 - x. Researcher working in India and Abroad (post completion of fellowship)
 - xi. Number of SCI papers published
 - xii. Total Impact Factor of the research papers
 - xiii. Number of patents filled and granted (India and Abroad)
 - xiv. Number of products commercialized
 - xv. Analysis of the optimal interse allocation of funds to CSIR fellowships vis-a-vis other streams
 - xvi. Optimal breakup of fellowships amongst the various disciplines
 - xvii. Distribution of research fellows working in, after completion of fellowships:
 - o Academic vs industry
 - o Research Administration

The consultant should propose a comprehensive list of parameters and indicators for data collection and analysis. The same shall be finalized in consultation with DMEO.

- e. **Mechanism to ensure Data Quality:** A multi-pronged robust quality control process must be followed during data collection. The following aspects need to be considered:
- i. The field investigators to be engaged in conducting the key informant interviews in R&D domain and FGDs should have at least 1 year of experience conducting similar surveys/interviews. 2-step training (classroom and then on-the-field training) should be conducted for all field investigators.
 - ii. It is recommended that pilot study should be conducted on at least 2% of the sample size for Key Informant Interviews, FGDs and beneficiaries to fine tune the survey tools. A brief on the learnings from such a pilot exercise and subsequent improvements in the tools/questionnaires should also be shared with DMEO.
 - iii. 100% data collected should be validated using a validation checklist. Missing data points should be recollected.
 - iv. In the case of FGDs/beneficiaries, at least 50% of data should also be telephonically verified, and if not verified via phone, back checks should be undertaken to ensure at least 50% data verification.

Use of mobile-based, near real-time and geo-tagged data collection and validation tools should be done to ensure efficiency and accuracy in data collection. Access to tools and data should be provided to the Authority

II. Secondary Data Analysis:

Secondary data sources such as annual reports of the respective departments, budget documents, existing evaluation reports, international benchmarks, performance report of international peer institution, articles, research papers of peer received journals, administrative

and MIS data will need to be utilized for analysis. This would also include secondary data analysis for the components related to the funding of Institutions and PI- Projects.

5. List of Stakeholders to be Consulted:

An indicative list of stakeholders to be interacted with during the key informant interviews and FGDs is given below:

S.No.	Type of Stakeholders	Stakeholders (KIs and FGDs)
1	Government officers	<ul style="list-style-type: none"> Current officials from the CSIR who are directly/indirectly involved in the scheme implementation
2	Academia	<ul style="list-style-type: none"> Professors and scientists from Research and Academic Institutes
3	Researchers/Professors/Scientist	<ul style="list-style-type: none"> Individuals who are past and current beneficiaries

The list is not exhaustive and the consultant may add more stakeholders based on findings from secondary research and meta-analysis.

6. Deliverables and Timelines

Timelines along with the deliverables are given in Table 6.1.

Table 6.1: Timeline for Deliverables

S. No	Deliverables	Deadline
1	Signing of Contract	T
2	Inception Report	T+21 days
3	Mid-term Report	T+55 days
4	Draft Evaluation Report	T+95 days
5	Sign-off on the Final Evaluation Report	T+120 days

7. Payment Schedule

The payment schedule linked to the specified deliverables above is given below:

Table 7.1: Payment schedule

Key Date No.	Description of Deliverables	Payment
KD1	Inception Report approved by Authority	20%
KD2	Mid-term Report approved by Authority	20%
KD3	Draft Evaluation Report	30%
KD4	Final Evaluation Report approved by Authority	30%
Total		100%

8. Indicative Structure of the Evaluation Report

The Final Evaluation Report should cover the following aspect:

- 1) Preface
- 2) Executive Summary
- 3) International Benchmarking (CSIR vs International Peer Institution)
- 4) Schemes Overview
 - 4.1. Brief background
 - 4.2. Key Trends/ drivers in the Sector
 - 4.3. About the Schemes
 - 4.4. Scheme Objectives
 - 4.5. Implementation mechanisms
 - 4.6. Intended contribution to SDGs
 - 4.7. Nature of evaluation studies and their key findings - Gaps therein
- 5) Study Objectives
- 6) Study Approach & Methodology (Brief discussion in the main report. The details will go in the appendix)
 - 6.1. Overall approach
 - 6.2. Field Study methodology
 - i. Qualitative
 1. Stakeholder & geographical coverage
 2. Tools
 - ii. Quantitative
 1. Sampling - Geographical coverage & respondent profile
 2. Sample size
 3. Sample selection
 4. Tools
- 7) Observations & Recommendations
 - 7.1. Scheme level
 - i. Scheme level performance - Outputs & Outcomes
 - ii. Actual contribution of specific scheme to sectoral performance (contrast, if any, with intended contribution)
 - iii. Key issues/challenges & their root causes
 - iv. Key recommendations/Way Forward -:
 - a. Governance
 - b. Convergence
 - c. Fund Flow efficiency & Utilization
 - d. M&E systems
 - e. Any other relevant aspect
 - v. Interventions in Cross-sectional areas –
 - a. Accountability & Transparency
 - b. Use of IT/Technology in driving efficiency
 - c. Social Inclusion
 - d. Gender Mainstreaming
 - e. Any other relevant cross-sectional area
 - vi. Need for modifications/deletions/additions to fill-in gaps
- 8) Conclusions
 - 8.1. Summary of the findings
 - 8.2. Way Forward
- 9) References & Appendices
 - 9.1. Appendix 1 - Details of Key Informant Interviews and FGDs
 - i. Appendix 1a - Scheme wise list of stakeholders interviewed

Sr. No.	Concerned Scheme	Date of Interaction	Name & Designation of the key informant interviewed	Name of Organization

- ii. Appendix 1b - Geography-wise sample Size covered under FGDs
- iii. Appendix 1c – List of beneficiaries interviewed

9. Reporting:

- a. The Consultant will work closely with the Authority. The Authority has established a Working Group (the “WG”) to enable conduct of this assignment. A designated Project Director of the Authority will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant’s outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.
- b. The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority.
- c. The Consultant will make a presentation on the Inception Report, Mid-term Report and Draft Evaluation Report for discussion with the WG at a meeting. This will be a working document. The Consultant is required to prepare and submit a weekly update that includes and describes, inter alia, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Consultants’ work on the TOR tasks should continue while the report is under consideration and is being discussed.
- d. Regular communication with the WG and the Project Director is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.

10. 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 held at the Authority’s office. No travel time allowance shall be payable for attending meetings at Authority’s office. The consultant is required to work from the Authority’s office, if required.

11. Miscellaneous:

- a. The Consultant may have/establish an office in Delhi/NCR, for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office during the duration of the project as specified in the Manning Schedule forming part of the Agreement. The authorised 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.
- b. The Consultant shall mobilise and demobilise its Professional Personnel and Support Personnel with the 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.
- c. 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 (Paragraph 6). 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)

AGREEMENT

FOR

**Evaluation of Capacity Building and Human
Resource Development Scheme of CSIR**

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AGREEMENT

Consultancy for Evaluation of Capacity Building and Human Resource Development Scheme of CSIR

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 Development Monitoring & Evaluation Office (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 expression 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 Capacity Building and Human Resource Development Scheme of CSIR** (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) “**Additional Costs**” shall have the meaning set forth in Clause 6.1.2;
 - (b) “**Agreement**” means this Agreement, together with all the Annexes;
 - (c) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
 - (d) “**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;
 - (e) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
 - (f) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
 - (g) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;

- (h) **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) **“Government”** means the Government of
- (j) **“INR, Re. or Rs.”** means Indian Rupees;
- (k) **“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;
- (l) **“Party”** means the Authority or the Consultant, as the case may be, and **Parties** means both of them;
- (m) **“Personnel”** means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (n) **“Resident Personnel”** means such persons who at the time of being so hired had their domicile inside India;
- (o) **“RFP”** means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (p) **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (q) **“Sub-Consultant”** means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
- (r) **“Third Party”** means any person or entity other than the Government, the Authority, the Consultant or a Sub-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
- (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 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 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.

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 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.

2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority. 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, 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 Applicant and the Authority. In no

circumstances, the cost should be higher than the agreement cost 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 such Party’s Sub-Consultant 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 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 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 21 (twenty-one) 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 21 (twenty-one) 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, 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 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 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, 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 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 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 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 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, 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 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 and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 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 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 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 Sub-Consultants or 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 any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-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, as well as any Sub-Consultant and any entity affiliated with such Sub-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 Sub-Consultant, nor the 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 the Personnel and agents similarly 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, coercive practice, undesirable practice or restrictive 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 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, 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 Applicants, 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) Applicant 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

The Consultant, its Sub-Consultants and the Personnel of either of them 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, its Sub-Consultants and the 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, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (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, its Sub-Consultants 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 Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, 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, 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 wilful 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.
- 3.4.4 This limitation of liability specified in Clause 3.4.3 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, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) 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) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) 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 by the Sub-Consultants 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, its Sub-Consultants or a 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 its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10 Equipment and materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.11 Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are 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.

3.12 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, 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 and Sub-Consultants

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 person 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, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 10% (ten per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

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 person 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 Resident 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.

4.7 Sub-Consultants

Sub-Consultants listed in Annex-5 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

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, its Sub-Consultants and the Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or the 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 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

5.3 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, 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.

5.4 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 is provided in Clause 6 of this Agreement.

6. Payment to the Consultant

6.1 Cost estimates and Agreement Value

- 6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-5 of the Agreement.
- 6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the **“Agreement Value”**). The Parties agree that the Agreement Value is Rs. (Rupees.), which does not include the Additional Costs specified in Annex-5 (the **“Additional Costs”**).
- 6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

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 Annexure 6 Payment Schedule of the RFP
- (b) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 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 60 (sixty) 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). 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**"), 3% (three 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. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. 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 above, furnish a Bank Guarantee substantially in the form specified at Annex-7 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.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies (performance below the expectation) in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarment 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 recognise 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.

- 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 non-privileged 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, NITI Aayog 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 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.

9.4 Arbitration

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. In case the Applicant is Micro, Small and Medium Enterprises, the arbitration shall be held in accordance with the provision of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. The place of such arbitration shall be the capital of the State where the Authority has its headquarters 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, who will be act as a presiding arbitrator and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules. If one party fails to appoint an arbitrator within 30 (thirty) days, or if the two appointed arbitrators fail to agree on the third arbitrator, then the court may appoint any person or institution as arbitrator. In case of an international commercial dispute, the application for appointment of arbitrator has to be made to the Chief Justice of India. In case of other domestic disputes, the application has to be made to the Chief Justice of the High Court within whose jurisdiction the parties are situated
- 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

SIGNED, SEALED AND DELIVERED

For and on behalf of
Consultant:

(Signature)
(Name)
(Designation)
(Address)

For and on behalf of
Authority

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.

Annex-1: Terms of Reference

(Refer Clause 3.1.2)

(Reproduce Schedule-1 of RFP)

Annex-2: Deployment of Personnel

(Refer Clause 4.2)

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

Annex-3: Estimate of Personnel Costs

(Refer Clause 4.2)

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

Annex-4: Approved Sub-Consultant(s)

(Refer Clause 6.3)

(Reproduce as per Form-11 of Appendix-I)

Annex-5: Cost of Services

(Refer Clause 6.1)

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

Annex-6: Payment Schedule

(Refer Clause 6.3)

Key Deliverable	Description of Deliverable	Payment
KD1	Inception report approved by the authority	20%
KD2	Mid-Term Report approved by Authority	20%
KD3	Draft Evaluation Report approved by Authority	30%
KD4	Final evaluation reports approved by Authority	30%
Total		100%

Annex-7: Bank Guarantee for Performance Security

(Refer Clause 7.1.2)

To

[The President of India /Governor of]
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 Rs. (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 Rs. (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 Rs. (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 Rs. (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 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 Rs. 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 authorised 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)

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP 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 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.

Appendices

Appendix-I: Technical Proposal

(See Clause 2.1.3)

Form-1: Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Subject: Consultancy Services for Evaluation of Capacity Building and Human Resource Development Scheme of CSIR

Dear Sir,

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 Applicant, 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 Addendum issued by the Authority;
 - (b) I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the RFP

Document;

- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, 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 RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
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 Applicants in accordance with Clause 2.8 of the RFP document.
 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.¹⁰\$
 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 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

¹⁰\$ In case the Applicant is unable to provide the certification specified in Paragraph 12, it may precede the Paragraph by the words viz. —Except as specified in Schedule hereto. The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Applicant for pre-qualification hereunder.

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 Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in 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 authorised signatory)
(Name and seal of the Applicant / Lead Member)

APPENDIX-I

Form-2:

Particulars of the Applicant

1.1	<p>Title of Consultancy: Evaluation Study for Government Scheme/Program</p>
1.2	<p>Title of Project: Evaluation of Capacity Building and Human Resource Development Scheme of CSIR</p>
1.3	<p>State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium</p>
1.4	<p>State the following: (i) Details of the Applicant 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 Applicant Name: Designation: Company: Address: Phone No.: E-mail address:</p>
1.5	<p>If the Applicant 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.</p>

<p>1.6</p>	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No</p> <p>If so, provide the office address(es) in India.</p> <p>(ii) Has the Applicant 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? Yes/No</p> <p>(iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
<p>1.7</p>	<p>(i) Does the Applicant'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? Yes/No</p> <p>(ii) If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant'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? Yes/No</p>
<p>1.8</p>	<p>(i) Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? Yes/No</p>

(ii) If yes, does the Applicant 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?

Yes/No

(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 that of consultant/ adviser for the Authority only?

Yes/No

It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.

(Signature, name and designation of the authorised signatory)

For and on behalf of

APPENDIX-I

Form-3:
Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

.....

.....

.....

Dear Sir,

Sub: RFP for Evaluation of Capacity Building and Human Resource Development Scheme of CSIR

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, the constitution of which has been described in the Proposal¹¹), satisfy the terms and conditions laid down in the RFP document.

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

I/We have agreed that.....(insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised 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 authorised signatory) For and on behalf of

.....

¹¹\$ Please strike out whichever is not applicable

APPENDIX-I

Form-4:
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 Capacity Building and Human Resource Development Scheme of CSIR** 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)

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 Rs. 100 (hundred) and duly notarised by a notary public.*
- *Wherever required, the Applicant 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 Applicant.*
- *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, Applicants 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 Applicant

(Refer Clause 2.2.2 (B))

S. No.	Financial Year	Annual Revenue (Rs. /US\$ in million)
1.		
2.		
3.		

Certificate from the Statutory Auditor[§]

This is to certify that.....(name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm Date:

(Signature, name and designation of the authorised signatory)

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

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 authorised signatory, a separate certification by statutory auditors would not be necessary in respect of clause 2.2.3.

APPENDIX-I

Form-6:
Particulars of Key Personnel

A) Details of Key Personnel

1	Designation of the Key Personnel	
2	Name of the Key Personnel	
3	Date of Birth	
4	Nationality	
5	Educational Qualification¹²	

6 Employment Record <i>(Starting with present position, list in reverse order every employment held)</i>				
S No	Name of Firm	Designation	Start Date	End Date
1				
2				
3				

¹² *For degrees obtained from the accredited foreign Boards/universities, the applicant shall furnish a self-declaration on the academic equivalence to the 'Minimum Educational Qualifications' as defined in Clause 2.2.2 (D).

6 Employment Record (<i>Starting with present position, list in reverse order every employment held</i>)				
S No	Name of Firm	Designation	Start Date	End Date
..				
..				

7 <i>Details of Relevant Experience</i>						
S No	Name of Firm	Designation	Start Date	End Date	Role (<i>in not more than 1000 characters</i>)	Sector
1						
2						
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.

(Signature and name of the Key Personnel)

Place.....

APPENDIX-I

Form-7:

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages):

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than four pages):

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR, including approach, methodology, sampling, criteria for State/UT selection etc. The Applicant will submit the following:

- i Methodology for carrying out this assignment, Outlining the approach toward achieving the Objectives laid down in the TOR
- ii A brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal
- iii Survey methodology,
- iv Sampling Plan,
- v Criteria for State/UT selection
- vi Measures to be adopted for ensuring the quality in the report
- vii Plan for ensuring data quality in the primary survey
- viii Specify the sequence, locations and timelines of important activities in the form of a Gantt chart
- ix The ways of translating findings from data analysis into recommendations

3. Collaboration with Academic Institutions (not more than 2 pages):

The Applicant will submit on how it plans to involve and collaborate with academic institutions while designing and delivering on the Project. The idea is to strengthen industry-academia-government linkages and foster a collective culture of research, innovation and advancement knowledge.

Note: Marks can be deducted for writing lengthy and out of context responses.

APPENDIX-I

Form-8:
Eligible Assignments of the Applicant[§]
(Refer Clause 3.1.4)

A) Eligible Assignments of the Applicant

No. of Eligible Assignments

S No	Name of the Assignment	Brief Description of the Assignment <i>(in not more than 1000 characters)</i>	Is the research/evaluation study for Union/State Government/government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc (Yes/No)	Type of Survey (a KII only b FGD only c HH only d KII, FGD & HH e KII & HH f KII & FGD g HH & FGD)	Sample size of the assignment (No. of respondents including KII, HH & FGD)	Is the research/evaluation study conducted in India?	Name of the Client & Address	Name & Telephone no. of Client's representative	Value of the contract/work order/agreement of the Assignment <i>(in ₹)</i>	Start Date of the Assignment	End Date of the Assignment	Description of Services performed by the applicant <i>(in not more than 1000 characters)</i>
(1)	(2)	(3.1)	(3.2)	(3.3)	(3.4)	(3.5)	(3.6)	(3.7)	(3.8)	(4)	(5)	(6)
1												
...												

[§] The Applicant should provide details of only those projects that have been undertaken by it under its own name.

^{§§} Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

Signature, name and designation of the authorised signatory)

APPENDIX-I

Form-9:
Deployment of Personnel

S.No.	Designation	Name	Person Days (PD)		Person-Days by Week Numbers																					
			On-field	In Office	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
1.																										
2.																										
3.																										
4.																										
5.																										
6.																										
7.																										
8.																										
9.																										
			Total Person days																							

APPENDIX-I

Form-10:

Other Implementation Support Team Members

S.No.	Item of Work/ Activity	To be carried out by		Person-Days by Week Numbers																				
		Name	Designation	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
1.																								
2.																								
3.																								
4.																								
5.																								
6.																								
7.																								
8.																								
9.																								

APPENDIX-I

Form-11:

Proposal for Sub-Consultant(s)

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
No. of Years in business in the above Fields				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Sub-Consultant Name: Designation: Telephone No: Email:				
4. Details of Firm's previous experience				
Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
1.				
2.				
3.				

(Signature and name of the authorised signatory)

Note:

1. The Proposal for Sub-Consultant(s) shall be accompanied by the details specified in Forms 6 and 9 of Appendix-I.
2. Use separate form for each Sub-Consultant

APPENDIX-I

Form-12¹³:

Bid Security Declaration Form

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Subject: Bid Security Declaration for Evaluation for Evaluation of Capacity Building and Human Resource Development Scheme of CSIR

Dear Sir,

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 Applicants.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Proposal.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
(Name and seal of the Applicant)

¹³ Only applicable to academic institutions

APPENDIX-I

Form-13¹⁴

Letter of Intent for Technical Collaboration

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Subject: Agreement for technical collaboration for Evaluation of Capacity Building and Human Resource Development Scheme of CSIR

Dear Sir,

With reference to your RFP Document dated, I/ we, have entered into a technical partnership for the **Evaluation of Capacity Building and Human Resource Development Scheme of CSIR**. I/we, hereby, agree to collaborate and ensure direct involvement of the university/institution in carrying out the activities related to the execution of the primary survey and related activities.

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 authorised signatory)
(Name and seal of the Applicant / Lead Member)

(Signature, name and designation of the authorised signatory)
(Name and seal of representative of partner state university/affiliated institution)

¹⁴ Separate signed LOIs to be submitted for each collaboration prior to award of contract.

**Appendix-II:
Financial Proposal**

Form 1:
Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Dear Sir,

Subject: Consultancy Services for Evaluation of Capacity Building and Human Resource Development Scheme of CSIR

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.

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 authorised signatory)

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

APPENDIX-II

(See Clause 2.1.3)

Form-2:
Financial Proposal

In addition to the format provided below, the financial proposal also needs to be submitted in the Bill-of-Quantity excel format as provided separately in the tender documents.

Item No.	Description	Amount (Rs.)
A.	RESIDENT PERSONNEL	
I.	Remuneration for Resident Professional Personnel (inclusive of all personal allowances)	
II.	Remuneration for Resident Support Personnel (inclusive of all personal allowances)	
	Sub-total Resident Personnel (A):	
B.	LOCAL COSTS	
I.	Office Rent	
II.	Office Consumables like stationery, communication etc.	
III.	Office Furniture and Equipment (Rental)	
IV.	Reports and Document Printing	
V.	Surveys & Investigations	
VI.	Miscellaneous Expenses	
	Subtotal Local Costs (B):	
C.	SUBTOTAL OF A+B	
D.	OVERHEAD EXPENSES @. % of (C)	
E.	GOODS AND SERVICES TAX (D)	
F.	TOTAL (including taxes) (C+D+E) (in Rs.) In Indian Rupees(in figures)(in words)	

Note:

1. The financial evaluation shall be based on the above Financial Proposal
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 D.

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-II

Form-3:
Estimate of Personnel Costs

ID No.	Position	Name	Person-Days (Rs.)	Total Person-Days	Amount (Rs.)
A1 (I). Remuneration for Resident Professional Personnel (including all personal allowances)					
Total					
A2 (II). Remuneration for Resident Support Personnel (including all personal allowances)					
Total					
Total:					

APPENDIX-III

Appendix-III: List of Bid-Specific Provisions¹⁵\$

A. Clauses with currency-based footnotes

1. Introduction.
2. Clause 2.2.3: Conditions of Eligibility of Applicants.
3. Clause 2.11.3: Amendment of RFP.

Note: The above footnotes marked – “\$” shall be retained in the RFP for guidance of the Applicants while submitting their respective Proposals.

B. Schedules with non-numeric footnotes

All non-numeric footnotes marked –“\$” in the Schedules shall be retained in the respective Schedules for guidance of the Applicants while submitting their respective Proposals.

C. Appendices with non-numeric footnotes

All non-numeric footnotes in the Appendices shall be retained in the respective Appendices for guidance of the Applicants. These shall be omitted by the Applicants while submitting their respective Proposals.

D. Schedules and Appendices with blank spaces

All blank spaces in the Schedules and Appendices shall be retained in the RFP. These shall be filled up when the format of the respective Schedule or Appendix is used.

¹⁵\$ This Appendix-III contains a list of Clauses, Schedules and Appendices that would need to be suitably modified for reflecting bid-specific provisions. This Appendix-III may, therefore, be included in the RFP document to be issued to prospective Applicants

APPENDIX-IV

Appendix-IV: References

Capacity Building and Human Resource Development is the umbrella scheme with components such as Doctoral and Postdoctoral Fellowship Scheme, Extramural Research Scheme and Emeritus Scientist Scheme. The budget details are given below:

(Rs in Crore)

S.No	Components under the scheme	2017-18	2018-19	2019-20	2020-21	2021-22
1	Doctoral and Postdoctoral Fellowship Scheme	241.86	205.27	373.32	375.33	456.17
2	Extramural Research Scheme and Emeritus Scientist Scheme	33.52	27.04	37.34	17.8	29.3
Total		275.38	232.31	410.66	393.13	485.47

The component wise objectives are given below:

a. Doctoral and Postdoctoral Fellowship Scheme:

- To nurture the budding scientific talent and to nourish the objective of doing scientific research by pursuing of PhD programmes.
- To identify promising young researchers with innovative ideas and provide them with training and research opportunities in niche areas of basic science, engineering, medicine and agriculture
- To promote postdoctoral research in the country.
- Facilitating transition from mentored to independent research career

b. Extramural Research Scheme and Emeritus Scientist Scheme: It has two sub components which are Research Schemes and Emeritus Scientist Scheme. The objectives of the scheme are given below:

- Extramural research schemes are intended to supplement ongoing R&D efforts in institutions/laboratories /departments, etc where basic infrastructure exists.
- Sponsored Research Scheme is meant for encouraging collaboration between CSIR labs and universities. It helps CSIR labs to outsource a part of their ongoing projects to universities and universities benefit by using expertise and state-of-the-art facilities at CSIR labs.
- To invest in basic and interdisciplinary research that is harbinger of the 'high-tech' and technology of tomorrow
- Utilizing the talent and research experiences of superannuated Scientists for carrying out research and mentoring of young researchers
- To support scientific journals in Indian languages for the popularisation of science

The component wise beneficiary details is given below:

	2017-18	2018-19	2019-20	2020-21	2021-22
Doctoral and Postdoctoral Fellowship Scheme					
Junior Research Fellowship (JRF) through CSIR-UGC NET	6,089	4,086	4,494	2247	927
Shyama Prasad Mukherjee Fellowship	30	0	72	0	50
JFR-Gate	29	39	25	55	27
SRF	723	550	197	0	0

Research Associateship	170	230	109	0	0
Senior Research Associateship (SRA)	69	79	93	69	53
CSIR-Nehru Science Postdoctoral Research Fellowship	0	20	11	0	0
Extramural Research Scheme and Emeritus Scientist Scheme					
Research Scheme	246	178	239	69	177
Emeritus Scientist Scheme	9	19	35	31	32
Total Beneficiaries	7,365	5,201	5,775	2,471	1,266