

Request for Proposal
(ONLY THROUGH E-TENDERING MODE)

for

Third Party Impact Evaluation of
Sub-Mission on Agroforestry(SMAF)

GOVERNMENT OF INDIA
MINISTRY OF AGRICULTURE & FARMERS WELFARE
(DEPARTMENT OF AGRICULTURE, COOPERATION &
FARMERS WELFARE)

KEY DATES (Tentative)

1.	Start date for issue of RFP (publication of advertisement)	16-7-2019
2	Pre Bid Meeting	22-7-2019 (11.00 AM)
3	Last date of receipt of proposals	31.7-2019 (3.00 P.M.)
4	Date & Time of opening of Technical bids and Short listing of technical bids thereafter	2-8-2019 (11.00 AM)
5	Meeting of Consultancy Evaluation Committee (CEC) and Presentation by the shortlisted parties at Committee Room No142 or 138..... Krishi Bhawan, New Delhi -110001	9-8-2019 (11.00 A.M.)
6	Opening of financial bids	20.08.2019 (11.00 A.M.)
7	Final selection of Consultant	29.08.2019
8	Signing of contract	4.09.2019

Government of India
Ministry of Agriculture & Farmers Welfare
(Department of Agriculture, Cooperation & Farmers Welfare)

TABLE OF CONTENTS

Sl. No.	Description	Page No.
1	Section 1 Letter of Invitation	1
2	Section 2 Instructions	5
3	Section 3 Technical Proposal Forms	18
4	Section 4 Financial Proposal Forms	23
5	Section 5 Terms of Reference	31
6	Disclaimer	41

Section - 1
Letter of Invitation
No.9-1 /2019-NRM-SMAF
Ministry of Agriculture & Farmers Welfare
(Department of Agriculture, Cooperation & Farmers Welfare)
(SMAF)

Dated: July, 2019

Subject: Notice inviting Bids for Engaging reputed Agency/ Organisation/ Institution for Third Party Evaluation Study of Centrally Sponsored Scheme (CSS) - Sub-Mission on Agroforestry (SMAF) under NMSA.

Dear Sir/Madam,

On behalf of the President of India, Department of Agriculture, Cooperation and Farmers Welfare (DAC&FW) invites bids under two bid system (Technical & Financial) for undertaking Third Party Evaluation Study of Centrally Sponsored Scheme (CSS) - Sub-Mission on Agroforestry (SMAF) under NMSA being implemented from the year 2016-17 as per TOR in (Section 5). Eligible firms/agencies interested in undertaking the above said study and fulfilling the eligibility criteria (refer Section 3 and 4 of the RFP), may quote in the prescribed Proforma contained in RFP document online.

3. The Department of Agriculture Cooperation & Farmers Welfare shall select an Agency as per the procedure described in the RFP. You are required to submit your proposal online at <http://eprocure.gov.in/> and hard signed copies of the uploaded supporting documents to be sent in a sealed cover, addressed to Smt K S Chitra, Under Secretary, Department of Agriculture, Cooperation and Farmers Welfare, Room No.107, F-wing, Shastri Bhawan, New Delhi-110001 by 31.7.2019 by 5.00 P.M. as per the attached RFP document. You may read detailed instructions for bidders before uploading the bids along with supporting documents online. For further information of the scheme please visit our website www.agricoop.nic.in and the proposal (RFP) can also be downloaded from this site. It is mandatory for the Agency to submit proposal online within stipulated time failing which the proposals will be summarily rejected. This Department reserves the right to accept or reject any or all the offers without assigning any reasons thereof.

Yours faithfully,

(K.S.Chitra)
Under Secretary to the Govt. of India
Tel: 011- 23382101

SECTION - 2

INSTRUCTIONS

Instructions for participating consultant Firm/Organisations/Institutions

Part-1

1. Definitions

- a. Employer or DAC&FW means the Department of Agriculture Cooperation & Farmers Welfare who has invited bids for consultancy services to whom the selected consultant shall provide services as per the terms and conditions and Terms of Reference (TOR) of the contract.
- b. “Consultant” means any firm/organization/institution duly registered and who are eligible to submit their proposals that may provide services to the Employer.
- c. “Contract” means the Contract by which the selected Party takes up this assignment.
- d. “Project specific information” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- e. “Day” means calendar day.
- f. “Government” means the Government of India.
- g. “Instructions to Consultants” means the document which provides participating Consultants with all information needed to prepare their proposals.
- h. LOI means the Letter of Invitation being sent by Employer to the selected consultants.
- i. “Personnel” means professionals and support staff provided by the Consultant and assigned to perform the Services or any part thereof;
- j. “Proposal” means the Technical Proposal and the Financial Proposal.
- k. “RFP” means the Request for Proposal prepared by the Employer for the selection of Consultant.
- l. “Assignment / job” means the work to be performed by the Consultant pursuant to the Contract.
- m. “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables/recommendations of the Assignment/job.

2. Introduction

2.1 Department of Agriculture Cooperation & Farmers Welfare wishes to engage services of an agency for Third Party Evaluation Study of Centrally Sponsored Scheme (CSS) of Sub-Mission on Agroforestry (SMAF) being implemented since the year 2016-17

2.2 The agency is broadly expected to do:

2.2.1 Evaluation of the scheme on certain parameters.

2.2.2 To suggest a way forward to the Department of Agriculture Cooperation & Farmers Welfare to improve and enhance the reach and performance of the scheme.

2.3 The date, time and address for submission of the proposal have been given in Part II data Sheet.

2.4 The participating Consultants are invited to submit their online Proposal, for consultancy assignment/job named in the Part II Data Sheet. The Proposal will be the basis for selection of and contract finalization

2.5 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. If any clarification is required on any clause/condition of the RFP, the same may be got clarified during pre-bid meeting

2.6 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to award of the Contract without thereby incurring any liability to the Consultants.

3. Clarification and Amendment of RFP Document

3.1 Consultants may request a clarification on any clause of the RFP document during the pre-bid meeting.

3.2 At any time before the submission of proposals, the Employer may amend the RFP by issuing an addendum in writing or by announcing it through its website. The addendum shall be binding on all Consultants. Consultants shall acknowledge receipt of all such amendments. To give the Consultant reasonable time in which to take an amendment into account in their proposals, the Employer may, if the amendment is substantial, extend the deadline for the submission of proposal.

3.3 Pre-bid meeting shall be convened, to clarify any concerns bidders may have with the solicited documents, scope of work and other details of the requirement. This meeting will be formal and the points raised and decision taken on them in the pre-bid meeting will be made available in writing to all prospective bidders.

4. Conflict of Interest

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

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

Conflicting Activities: A consultant or any of its affiliates selected to provide consulting assignment/job for this project shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this project, if the consultancy or any of its affiliates is found engaged in any such activities which may be termed as the conflicting activities by the employer.

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

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

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

5. Unfair Advantage

If a Consultant could derive a competitive advantage from having provided consultancy assignment/job related to the assignment /job in question and which is not defined as conflict of interest as per para above, the Employer shall make available to all Consultants together with the RFP all information that would in the

respect give such Consultant any competitive advantage over competing Consultants.

6 Proposal

Consultants shall submit only one proposal for this project. If a Consultant submits or participates in more than one proposal, all such proposals shall be disqualified.

7. Proposal Validity

Part II Data Sheet indicates how long Consultants' proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of professional staff nominated in the proposal and also the financial proposal unchanged. The Employer will make its best effort to complete the finalization of the contract within this period. Should the need arise; however, the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal; Consultants could submit new staff replacement, which would be considered in the final evaluation for award of the contract. Consultants who do not agree have the right to refuse to extend the validity of their Proposals. Under such circumstance, the Employer shall not consider such Proposal for evaluation.

8. Preparation of Proposal

8.1 The proposal as well as all related correspondence exchanged by the Consultants and the Employer shall be written in English language, unless specified otherwise.

8.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

8.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

- a. The estimated number of Professional staff, months for the Assignment/job as shown in the Part II Data Sheet. However, the Proposal shall be based on number of Professional staff months or budget estimated by the Consultants. While making the Proposal, the Consultant must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.
- b. Alternative professional staff shall not be proposed and only one curriculum vitae (CV) may be submitted for each position mentioned.

8.4 Depending on the nature of the assignment/job, Consultants are required to **submit a Technical Proposal (TP) in forms provided in Section - 3.** Part II Data Sheet in Section – 2 indicates the format of the Technical Proposal to be submitted.

Submission of the wrong type of Technical proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicative in the following para from (a) to (f) using the attached Forms (Section 3).

- a. Form TECH-1 in Section – 3 is a sample letter of technical proposal which is to be submitted along with the technical proposal
- b. A brief description of the consultant's organization will be provided in Form TECH-2 (Section-3). In the same form, the Consultant will provide details of experience of assignments which are similar to the proposed assignment/job as per the TOR. For assignment/job, the outline should indicate the names of Professional staff who participated, nature and duration of the assignment/job, contract amount, and consultant's involvement. Information should be provided only for those assignment/jobs for which the Consultant was legally contracted by an Employer as a corporation or as one of the major firm/entity within a joint venture. Assignment/jobs completed by individual professional staff working privately or through other consulting consultancy cannot be claimed as the experience of the Consultant, or that if the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should substantiate the claimed experience along with the proposal and must submit letter of award/ copy of contract for all the assignments mentioned in the proposal.
- c. Comments and suggestions on the terms of Reference including workable suggestions that could improve the quality /effectiveness of the assignment/job/ (Form TECH- 3- Tech Form in Section 3).
- d. A description of the approach, methodology and work plan for performing the assignment/job covering the following: technical approach and methodology, work plan, project organization and availability of experts, and transfer of knowledge/training. Guidance on the content of this section of the Technical Proposals is provided under Form TECH -4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH- 8 of Section 3) which will be shown in the form of a Gantt chart the timing for each activity.
- e. The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks to be provided in Form TECH-5 of Section 3.

- f. CVs of the Professional staff as mentioned in para 8.4(d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- g. Estimates of work schedule should be given in Form TECH-7 of Section 3. Information relating to “conflict of interest” should be furnished in Form TECH-8 of Section 3.
- h. **The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non-responsive.**

Financial Proposals:

The Financial Proposal shall be prepared using the prescribed Forms (Section 4). It shall list all costs associated with the assignment/job, including (a) remuneration for staff and (b) reimbursable expenses, indicated in the Part II Data Sheet. If appropriate, these costs should be broken down by activity. The financial proposal shall be rejected summarily, if found not in the prescribed forms.

9. Taxes

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

10. Currency

Consultant shall express the price of their assignment/job in Indian Rupees (INR) only.

11. Earnest Money Deposit (EMD) and Performance Guarantee

11.1 Earnest Money Deposit

- a) An earnest money of Rs.1,00,000 (Rupees one lakh only) in the shape of bank draft /demand draft in favour of PAO (Sectt.I), Department of Agriculture, Cooperation & Farmers Welfare payable at New Delhi in the technical bid.
- b) Proposals not accompanied by EMD shall be declared as non-responsive.
- c) No interest shall be payable by the Employer for the sum deposited as EMD.
- d) The EMD of the unsuccessful bidders would be returned back within one month of finalization of the contract.

11.2 Forfeiture of EMD

The EMD shall be forfeited by the Employer in the following events:

- a. If the proposal is withdrawn during the validity period or any extension agreed by the Consultant thereof.
- b. If the proposal is varied or modified in a manner not applicable to the Employer after opening of Proposal during the validity period or any extension thereof.
- c. If the consultant tries to influence the evaluation process.

12. Performance Guarantee

The selected consultant shall be required to furnish a Performance bank Guarantee equivalent to 10% of the contract value rounded off to the nearest thousand Indian Rupees in the form of an unconditional and irrevocable bank guarantee from a scheduled commercial bank in India in favour of PAO (Sectt.I), Department of Agriculture, Cooperation & Farmers Welfare payable at New Delhi for the period of contract with 60 days claim period beyond the completion of all contractual obligations. The bank guarantee must be submitted after award of contract but before signing of the consultancy contract. The successful bidder has to renew the bank guarantee on same terms and conditions for the period up to contract including extension period, if any. Performance Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable/payable from/by the Consultant on any account under the contract. On submission of performance guarantee and after signing of the contract, EMD would be returned.

13. Submission, Receipt and opening of Proposal

The original proposal, both Technical and Financial shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should be in the format of TECH-1 of Section 3, and FIN-1 of Section 4 respectively.

An authorized representative of the Consultants shall initial all pages of the Hard Copies of the supporting documents of the Technical and Financial Proposals. The three signed copies of the documents of the Technical Proposal (Form Tech- 2 to Tech- 8) uploaded online and EMD (in original) shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". **This outer envelope shall bear the submission address, and reference number clearly marked "DO NOT OPEN BEFORE TIME (time and date of the opening indicated in the data sheet)".** The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This may lead to rejection of the Proposal. **Financial Proposal shall be submitted only online** and shall remain locked till the time of opening indicated above. **Any information on financial bid if indicated in the hard copies of the upload, then the bid shall be summarily rejected.**

14. Proposal Evaluation

From the time the proposals are opened to the time the contract is awarded, the consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of contract may result in the rejection of the consultants' proposal.

The Employer will constitute a Consultancy Evaluation Committee (CEC) for selection of the Consultant which will carry out the evaluation process.

Evaluation of Technical Proposals: The CEC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria and sub- criteria in Clause 13 of part II of Section 2 – Instruction to Consultants. In the first stage of evaluation, a proposal shall be rejected if it is found deficient as per the requirement indicated for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will, remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined below.

14.1. Criteria for Evaluation of Technical Proposal:

The criteria defined in clause 13 part II of Section 2 – Instruction to Consultants would be followed for evaluation of technical proposals. Only applicants obtaining a total score of 70 (on a maximum of 100) or more on the basis of criteria for evaluation given below would be declared technically qualified.

Financial proposals of only those consultants which are declared technically qualified shall be opened publicly, on the date and time specified in the Date Sheet in the presence of the consultants 'representatives who choose to attend. The name of the consultants, their technical score (if required), and their Financial Proposal shall be read aloud.

14.2 Method of Selection:

In deciding the final selection of the consultant, the technical quality of the proposal will be given a weightage of 70% on the basis of criteria for evaluation. The price bids of only those consultants who qualify technically will be opened. The proposal with the lowest cost will be given a financial score of 100 and the other proposal given financial scores that are inversely proportional to their prices. The financial proposal shall be allocated a weightage of 30%. For working out the combined score, the employer will use the following formula:

Total points: $(0.7 \times T(s)) + (0.3 \times 100 \times LEC/EC)$, where T(s) stands for technical score, EC stands for Evaluation Cost of the Financial Proposal, LEC stands for Lowest Evaluated Cost of the Financial Proposal.

The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required.

Example: if in response to this RFP, three proposals, A, B & C were received and the Consultancy Evaluation Committee awarded them 75, 80 and 90 marks respectively, all the three proposals would be technically suitable. Further, if the quoted price of proposals A, B & C were Rs.120, 100 & 110 respectively, then the following points for financial proposals may be given:

A: $100/120= 83$ points

B: $100/100= 100$ points

A: $100/110= 91$ points

In the combined evaluation, the process would be as follows:

Proposal A: $75 \times 0.7+ 83 \times 0.3 = 77.4$

Proposal B: $80 \times 0.7 + 100 \times 0.3 = 86$

Proposal C: $90 \times 0.7+ 91 \times 0.3 = 90.3$

Proposal C would be considered the H1 and would be recommended for negotiations, if considered necessary for approval.

The Consultants to give a presentation before the Evaluation Committee on the parameters given in clause 12 of Part-II above, along with clarifications, if any, considered necessary by the committee.

The CEC will correct any computation errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition to the above corrections the items described in the technical Proposals but not priced, shall be assumed to be included in the prices of other activities of items. In case an activity of line items is quantified in the Financial Proposal differently from technical proposal, no corrections will be allowed to the Financial Proposal.

15. Award of Contract

After completing negotiations the Employer shall issue a Letter of Intent (LOI) to the selected Consultant and promptly notify all other consultants who have submitted proposals about the decision taken.

The consultant will sign the contract after fulfilling all the formalities/pre-conditions (contract to be signed after the selection of consultant), within 15 days of issuance of the letter of intent(LOI).

The Consultant is expected to commence the assignment/ job on the date specified in the Part II Date Sheet or the date indicated in the work order and complete the same in the prescribed time frame.



16. Confidentiality

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

17. Payment Terms

The terms of payment would be linked to the deliverables of the project, and are specified in the other terms and conditions (Section 5).

INSTRUCTIONS TO CONSULTANTS
PART – II
DATA SHEET (PROJECT SPECIFIC INFORMATION)

Sl. No.	Ref. para of Section 2 of part.1	Particulars of data sheet
1	1 (a) & 2.1	Name of the Employer: Department of Agriculture Cooperation & Farmers Welfare (DAC&FW).
2	2.1	Name of the Assignment/job: Impact Evaluation of Centrally Sponsored Scheme (CSS) – Sub-Mission on Agroforestry(SMAF) under NMSA being implemented from the year 2016-17 to 2019-20
3	13.1	Start date for issue of RFP (e-Tendering & publication of Advertisement)
	Date & Time	
	13.2	Pre Bid Meeting
	Date & Time	22.07.2019 (11.00 AM)
	13.3	Last date & time and address for submission of proposal:
	Date & Time	31.7.2019 5.00 P.M.
	Address	Krishi Bhawn,
4	14	Opening of Big Envelope and Technical Proposal
	Date & Time	2.8..2019 (11.00 A.M.)
	Venue	Committee Room No. 138 or 142, Krishi Bhawan, New Delhi – 110 001
	14.1	Short Listing of Technical Bids and meeting of Consultancy Evaluation Committee (CEC) with Short listed Consultants and presentation by them
	Date & Time	8.8.2019 (11 A.M.)
	Venue	Committee Room No. 138 or 142, Krishi Bhawan, New Delhi – 110 001
 5	14.2	Opening of Financial Proposal
	Date & Time	26.8.2019 11.00 A.M.
	Venue	Committee Room No. 138 or 142, Krishi Bhawan, New Delhi – 110 001
6	14.3	Final Selection of Consultant
	Date	29.8.2019
	14.4	Signing of contract
	Date	4.9.2019
 7	7	Proposals must remain valid for 90 days after the last date of submission i.e. -----.....2019
8	8.4	The formats of the Technical & Financial Proposals to be submitted are
		Form Tech 1: Letter of Proposal submission

		Form Tech 2: Consultants organization and experience	
		Form Tech 3: Comments & suggestions on TOR	
		Form Tech 4: Approach, methodology and Work Plan	
		Form Tech 5: Team Composition	
		Form Tech 6: Curriculum Vitae	
		Form Tech 7: Work Schedule	
		Form Tech 8: Information regarding any conflicting activities and declaration thereof	
		Form Fin 1: Financial Proposal Submission Form	
		Form Fin 2: Summary of Costs	
9	10	Consultant should state the cost in Indian Rupees	
10	13	Consultant must submit the 3(Three) signed hard copies and one soft copy of the uploaded Technical Proposal. Financial Bid to be submitted only online.	
11	8.3	The estimated number of professional staff-months required for the Assignment/job is: staff months to be estimated by the Bidder. The Consultant should also indicate the number and details of the Support Staff members associated with the Key Team members in their work plan	
		The Employer would provide consultants the necessary support in terms of information/documents/co-ordination with other division/office/state etc. whenever and wherever considered necessary for the progress of the study. The Employer will interact with the Consultant for exchange of Documents/information and discussion.	
12	14	Evaluation Criteria (Based on the documents submitted and the presentation made)	
		Criteria, sub criteria and point system for evaluation to be followed under this procedure is as under:	
		Criteria & Sub Criteria	Maximum
	A	Previous Experience and relevant (Projects Handled)	30
		Specific experience of Programme Evaluation with Central Government/ State Government/ International organizations	10
		Experience of working with Central Government and State Governments on the subject relating to Agroforestry	20
	B.	Methodology, Understanding of the TOR, Adequacy of the proposed methodology and work plan in responding to the Terms of Reference	50

		Technical approach and methodology	20
		Work Plan	20
		Organization and Staffing	10
		Resourcing	20
		Principal Researcher/ Team leader	5
		Activity Based Development of Agroforestry	15
13	14	<p>Method of selection: In deciding the selection of the Consultant, the technical quality of the proposal will be given a weightage of 70%. The method of evaluation of technical qualification will follow the procedure given in para 14 of Part 1. The Consultants also required to give a presentation before the Evaluation Committee on the parameters given in clause 12 of Part II along with clarifications, if any, considered necessary by the committee.</p> <p>The price bids of only those consultants who qualified technically will be opened. The proposal with the lowest cost will be given a financial score of 100 and the other proposal given financial score that are inversely proportional to their prices. The financial proposal shall be allocated a weightage of 30%.</p>	
14	16	Expected date of commencement of consulting assignment/job:	
15		Location for performance assignment/job: New Delhi and or decided by the Employer later	

Section 3

Technical Proposal Forms

FORM TECH – 1

LETTER OF PROPOSAL SUBMISSION

Location:

Date:

To,

Under Secretary
Natural Resource Management (NRM)
Ministry of Agriculture & Farmers Welfare,
Room No.107.
Shastri Bhawan,
New Delhi -110001.

Dear Sir,

We the undersigned, offer to provide the Consultancy assignment/ job for Third Party Evaluation Study of Centrally Sponsored Scheme (CSS) of Sub-Mission on Agroforestry (SMAF) under NMSA being implemented from the year 2016-17 to 2019-20(til date) in accordance with your Request for Proposal dated (Insert Date). We have uploaded our proposal online and are hereby submitting hard copies of the same, which includes this technical Proposal (3 sets), requisite EMD. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

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

Yours sincerely,

Authorized signature (in full and details):

Name and Title of Signatory:

Name of Firm/entity:

Address:

Mobile:

Email:

CONSULTANT’S ORGANISATION AND EXPERINCE

A- Consultant’s Organization

(Provide here a brief description of the background and organization of your firm/institution/entity and each associate for this assignment/job. The brief description should include ownership details, date and place of incorporation of the consultancy (attach certificate), objectives of the consultancy etc. Also is the consultant has formed an Association, details of each member of the Association, name of lead members etc. shall be provided).

1. General Information

1.1 Information about the Consultant (s)

Name
Address
Telephone Number
Fax Number
Email Address

1.2 Size of the Organisation

Provide turn-over figures and employee strength for the last three financial years.

1.3 Geographic Presence

Provide geographical spread of your firm/entity, especially presence in different regions in India

B- Consultant’s Experience

2.1 Specific experience of Programme Evaluation with Central Government, State Government and International organizations

(Using the format below provide information on each assignment for which your consultancy have provided support to program evaluation as required under this assignment, in order of relevance/size. In case, the information required by Department of Agriculture Cooperation & Farmers Welfare is not provided by the consultant, Department of Agriculture Cooperation & Farmers Welfare shall proceed with evaluation based on information provided and shall not request the consultant for further information. Hence, the responsibility for providing information as required in this form lies solely with the consultant.)

Assignment Name:	
Approx. value of the contract (In Indian Rupees) : (Mention contract value in INR or provide range values: Upto Rs. lakh, Rs lakh, Rs Cr, Rs > Cr.	
Location within the country	
Duration of assignment (months):	
Name of the Employer:	
Address:	
Total no. of staff-months of the assignment:	
Approx. value of the services provided by your consultancy under the contract: (In INR):	
Start Date (month/year) Completion date (month/year):	
No. of professional staff-months provided by associates Consultants:	
Name of associated Consultants, if any:	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

2.2 Experience of working with Central Government and State Government on Agroforestry related projects.

(Using the format below provide information on each assignment for which your consultancy have provided consultancy support to Agroforestry and as required under this assignment. In case, the information required by DAC&FW is not provided by the consultant DAC & FW shall proceed with evaluation based on information provided and shall not request the consultant for further information. Hence, the responsibility for providing information as required in this form lies solely with the consultant.)

Assignment Name:	
Approx. value of the contract (In Indian Rupees) : (Mention contract value in INR or provide range values: Upto Rs. lakh, Rs lakh, Rs Cr, Rs Cr. To Cr. > Cr.	
Location within the country	
Duration of assignment (months):.....	
Name of the Employer:	:
Total no. of staff-months of the assignment	
Address:	
Approx. value of the services provided by your consultancy under the contract: (In INR):	
Start Date(month/year) Completion date : (month/year):	
No. of professional staff-months provided by associates Consultants	
Name of associated Consultants, if any:	
Name of senior professional staff of your consultancy involved and functions performed	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

A – On the Terms of Reference

(Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point}

B- On Inputs and Facilities to be provided by the Employer

The Employer would render necessary support in terms of information/discussions/documents/ field visits/ coordination with other agencies and logistics, wherever considered necessary in completion of the Project. The employer will interact with the Consultant for exchange of documents/ information and discussion

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

Technical approach, methodology, work plan, project organization are key components of the Technical Proposal. The Consultant must present his/her Technical Proposal divided into the following three components:

- a) Technical Approach and Methodology
- b) Work Plan, and
- c) Project organization and availability of experts

a) **Technical Approach and Methodology:** In this section, the consultants should explain their understanding of the objectives of the assignment/ job, approach to the assignment/job, methodology for carrying out the activities (including proposed research design) and obtaining the expected output, and the degree of detail of such output. The consultants should highlight the problems being addressed and their importance, and explain the technical approach they would adopt to address them. The consultants should also provide an overview of tools and methodologies that they propose to adopt for evaluation.

b) **Work Plan:** The consultant should propose and justify the main activities of the assignment/ job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and key performance indicators. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the deliverable outcomes should be included here. More specifically,

- Highlight how you would proceed to meet the project requirements,
- Highlight numbers of hours you estimate are required to complete the work,
- Propose number of resources for providing these services,
- Highlight tools and methodologies to be used for this effort, and
- How would you manage the complexity of the project

c) **Project organization and availability of experts:** The consultant should propose and justify the structure and composition of his/ her team. He/ she should list out the main disciplines of the assignment/ job, the key expert responsible, and proposed technical and support staff. More specifically, please provide an overview on senior leadership coverage and commitment, highlight expertise in Agroforestry species related works.

TEAM COMPOSITION AND TASK ASSIGNMENT/ JOBS

Professional Staff

S. No.	Name of Staff	Area of Expertise	Post/Task Assigned for this job

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:

[For each position of key professional, separate form Tech-6 will be prepared]

2. Name of Firm/entity:

(Insert name of consultancy proposing the staff):

3. Name of Staff:

(Insert full name):

4. Date of Birth:

5. Nationality:

6. Education:

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

10. Languages Known:

11. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since first employment, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:

To [Year]:

Employer:

Positions held:

12. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment/job]

13. Work Undertaken that best illustrates capability to handle the Tasks assigned:

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/ jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/ job or project:

Year:

Location:

Main project features:

Positions held:

Activities performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

Place:

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

[Full name of authorized representative]:

WORK SCHEDULE

S. No.	Activity Months			Total Months
	1	2	3	
1				
2				
3				
4				
5				
6				
7				
8				

Note:

1. Indicate all main activities of the Assignment/job including delivery of reports (e.g., inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased assignment / jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities should be indicated in the form of a Bar chart.

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND
DECLARATION THEREOF**

Are there any activities carried out by your consultancy which are of conflicting nature as mentioned in para 4 of Section 2. If yes, please furnish details of any such activities. If no, please certify as follows:

We hereby declare that our consultancy is not indulged in any such activities which can be termed as the conflicting activities under para 4 of the Section 2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Signature [in full and initials] of Authorized signatory:
Name and Title of Signatory:
Name of Consultancy agency:
Address:

Section-4

Financial Proposal Forms

FORM FIN – 1

Financial Proposal Submission Form

Location
Date

To,

Under Secretary (NRM)
Department of Agriculture, Cooperation & Farmers Welfare
Ministry of Agriculture & Farmers Welfare,
Room No...107, Shastri Bhawan,
New Delhi -110001.

Dear Sir,

We, the undersigned, offer to provide the consultancy assignment/ job for Third Party Evaluation Study of Centrally Sponsored Scheme (CSS) of Sub-Mission on Agroforestry (SMAF) under NMSA being implemented from the year 2016-17 to 2019-20 in accordance with your Request for Proposal dated [Insert Date]. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of all taxes and duties. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

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

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

Yours sincerely,

Signature [In full and initials] of Authorized signatory:
Name and Title of Signatory:
Name of Consultancy:
Address:

Summary of Costs

S. No.	Particulars	Amount in Indian Rupees(In words)	Amount in Indian Rupees (In figures)
1	Remuneration		
2	Reimbursable		
3	Miscellaneous expenses		
4	Taxes and Duties		
5	Total		

Authorized Signature:
Name:
Designation:
Name of firm/entity:
Address:

SECTION -5 TERMS OF REFERENCE

Terms of Reference (ToR) for undertaking Impact Evaluation study of Sub-Mission on Agroforestry (SMAF) under NMSA being implemented from the year 2016-17 TO 2018-19

Government of India formulated the National Agroforestry Policy in 2014 to project Agroforestry as a resource development tool in addition to major policy initiatives, including the National Forest Policy 1988, the National Agricultural Policy 2000, National Bamboo Mission 2002, Green India Mission 2010, to name a few of them. National Agroforestry Policy 2014 recommended for setting up of a Mission or Board to address issues for promoting Agroforestry sector in an organized manner. The Sub-Mission on Agroforestry (SMAF) under NMSA is an initiative to this end and was launched in 2016-17 to encourage tree plantation on farm land "**Har Medh Par Ped**", along with crops/ cropping system. The scheme is being implemented in the States which have liberalized transit regulations for selected tree species. So far the SMAF scheme is being implemented in 21 States (Meghalaya, Mizoram, Nagaland, Andhra Pradesh, Bihar, Chattisgarh, Gujarat, Haryana, Himachal Pradesh, Jharkhand, J&K, Karnataka, Kerala, Madhya Pradesh, Maharashtra, Orissa, Punjab, Rajasthan, Tamil Nadu, Telengana and Uttar Pradesh). Agroforestry will not only help in creating additional source of income to farmers but also in carbon sequestration.

The Sub-mission has the following broad objectives:

- To encourage and expand tree plantation in farm land
- To ensure availability of quality planting material
- To popularize various Agroforestry practices/models
- To create database, information and knowledge support in the area of agroforestry.
- To provide extension and capacity building support to agroforestry sector.

Since inception, 2016-17 to 2018-19 an amount of Rs. 93.75 crore has been released to the State implementing Agency. Till now an area of about 34,224 ha has been brought under the SMAF & about 1.95 crore tree has been planted. Besides 424 nursery has been established under SMAF scheme.

Monitoring & Evaluation will be the vital and integral part of the Sub-Mission to assess the implementation and progress of the programme in accordance with the set norms of guidelines. As per the Department of Economic Affairs (DEA), Ministry of Finance OM No. 66(59)/PFC-ii/2018 dated 17-09-2018 an independent third party evaluation of all the schemes have to be completed for its continuation beyond March, 2020. Therefore, it is now proposed to undertake a third party evaluation study of the scheme to evaluate the performance of the programme implementation in order to assess its impact in fulfilling the objective envisages under the scheme. It is proposed to undertake third party evaluation in different SMAF implementing States through an independent agency. The Terms of Reference (ToR) is as under:

Terms of Reference

1. To ascertain the progress in adoption of SMAF by farmers,
2. To analyse perception of different stakeholders including farmers, farmer groups, officers, industry, on current provisions of SMAF and changes required
3. To study farmer preferences for species and adequacy of planting material
4. Has SMAF been able to catalyse forward and backward linkages to incentivise farmers to take up tree planting
5. Study the gap in demand and supply of Agroforestry produce in the market and its reasons
6. Additional skill upgradation required
7. Study on employment generation by SMAF - category and gender wise
8. Available administrative and technical set up with the State implementing agencies and its effectiveness in administering the scheme at the district and block levels, specially in case of non-forest area.
9. Study the role of specialized institutions like ICAR/ICFRE and SAUs

. The SMAF is being implemented in following States;

Sub Scheme	Target group / area of operation
SMAF UNDER NMSA	21 States including North East and Himalayan Region

5. The major components to be covered under SMAF programme are as under:

- Plantation with Agroforestry species and area expansion Nurseries
- Capacity building

6. Methodology/Research/ Components to be covered under the Study

The scope and methodology of the study shall be on the components covered under SMAF as per details attached in Annexure- I and shall include the following:-

- The Impact Evaluation Study shall be undertaken since launch of SMAF in 2016-17 to 2019-20(as on date).
- All 21 States will be covered under the Study following a standard statistical sampling technique.
- At least 30% or minimum 4 districts whichever is higher in each of the States to be covered under the Study.
- A comparative analysis of impact/effectiveness of the SMAF schemes from the 2016-17 to 2019-20 (as on date) need to be done.
- The study should survey minimum of 1000 beneficiaries in 21 States which should include minimum of 48 beneficiaries in each State as per Annexure – 1. Probability proportional to expenditures on the said components would be used for selection of sample beneficiaries.
- The study should also suggest the districts from all over the States which need to be brought under the SMAF schemes for area expansion of agroforestry species which could be helpful to improve the incomes of the poor farmers.
- Study would also suggest the components which should be given more focus/attention to ensure that more benefits accrue to farmers in the next phase of implementation of the scheme, as the initial objective of increase in expansion of agroforestry species items has been substantially met.
- Additionally at least 3 case studies would be covered in each state on Agroforestry. (The identification of

the study area in the states would be based on the cumulative expenditure incurred during 2016-17 to 2019-20 (as on date) under SMAF.

- The survey would draw sample beneficiaries so as to have representation of all the components based on expenditure pattern.
- Though the cumulative expenditure would be the basis of study area, the beneficiaries may be identified irrespective of the year they are benefited in 2016-17 to 2019-20 .
- The Impact Assessment Study shall be completed within a period of 2(two) months from the date of award of the contract for the Study. The extension of time for a maximum period of one month may be granted *only in exceptional and unavoidable circumstances with the approval of DAC& FW on merit, beyond this no extension will be permissible.*
- Agency selected shall lead the Study but may have several institutions as partners to support for data collection and tabulation across states. The partner-institutions will be selected by following a transparent process. The Agency selected shall solely responsible for the study.
- Agency selected shall prepare the template and guidelines for the Study. Thereafter, it will also prepare the Questionnaires and the templates that will be used by the partner-institutions (Agency selected shall select only reputed institutions as partner institutions).
- Agency selected will analyze the data integrate them and prepare a consolidated all India Report for DAC & FW.
- Agency shall evaluate the efficacy of planning at District, State and National level in terms of its adequacy for enhancing the area covered/ productivity.
- Agency shall analyze adequacy and timeliness of fund flow and delivery of services
- Assess the extent of convergence with other schemes;

- Analyze the efficacy of monitoring & reporting mechanism;
- Analyze Intervention specific physical and financial achievements vis-à-vis targets;
- Analyze scope of operational guidelines including cost norms and recommend modification
- Analyze the extent to which employment opportunities have been created
- Reach of the scheme for the weaker section and ways to improve it further

8. Agency selected shall use agroforestry species /variety of data sources including guidelines for the schemes, total fund allocation, objectives, implementing agency and the progress achieved, impact and outcome of the project at macro level. The study shall involve farm household survey and focus on the following:

- Brief details of projects undertaken (both in number & financial terms including cost norms adopted) at State level during implementation of SMAF programme.
- The components and activities that have been taken up
- The outcomes of components and activities
- The shortcomings and lacunae, if any
- Success stories or case studies for selected pertaining to implementation through institutions.
- Suggestions for further improvement in the implementation of the schemes under nmsa

9. The main thrust of the Study shall be on the 'outcome', to evaluate the impact of SMAF and components implemented under NMSA. Hence, the manner in which the schemes were implemented and, how and to what extent they contributed in improving the holistic growth of agroforestry sector, shall be studied in detail.

10. The primary data shall be analyzed including the interaction with farmers/stake holders to find out their views and perceptions about the scheme . These shall constitute valuable inputs in the evaluation study.

The Agency will collect the various audit report of State on agroforestry Mission and analyse the same and bring out salient suggestions for the scheme for the future.

11. Sampling method for field survey.

The data pertaining to number of beneficiaries will be made available by the States which would help in the selection of districts within each state.

The sample may compensate with another component if the sample is not available for any component. The selection of Districts shall be made on a random basis so as to cover maximum area in the country so as to assess the impact of the implementation of the schemes covering components of the scheme.

It is expected that the findings of the study will provide outcome and shortcomings to facilitate course corrections, if any, to implement the scheme beyond March, 2020. A copy of operational Guidelines of SMAF is available on www.nmsa.nic.in

12. Objective of the Evaluation:

In pursuance of the existing operational Guidelines of SMAF the programme should be evaluated through an independent agency/organization at national level in terms of objectives. The services of a suitable "Bidder" (Agencies Organization) is required to be outsourced as per the provisions contained in "Manual of Policies and Procedure of Employment of Consultant" (GFR Rules) issued by Department of Expenditure, Ministry of Finance, Government of India read with relevant instructions issued from time to time by inviting Expression of Interest (EOI) from reputed & qualified "Bidders" for carrying out Impact Evaluation Study. To determine the relevance and fulfillment of aims, as well as efficacy and effectiveness of implementing the scheme in each State by:-

- Evaluating the process of planning, implementation and monitoring of interventions of SMAF Under NMSA by the Implementing States/ Agencies;
- Examine the involvement Panchayati Raj institution particularly in identification of beneficiaries;
- Examine the utilization of earmarked funds for SC/ST farmers in proportionate to their population in the State;

12.1 Collection of States/District wise total area coverage since 2016-17 to 2019-20 (on date) under SMAF and analysis of data with respect to impact of programme in terms of area expansion and availability of quality planting material during last 03 years in the implementing states covered.

12.2 The Impact evaluation must come out with suggestions, corrective and remedial measures for better implementation of the programme during subsequent years.

13. Details of report:

The **Impact evaluation** report should contain the district wise and state wise information and make suitable recommendations for necessary corrections in the implementation of the programme. The report should contain Executive Summary

containing state-wise, region-wise and agroforestry species-wise /brief conclusion and impact. The conclusion should be as far as practicable and be based on quantitative data analysis and it should cover both positive and negative features."";

14. Facilities to be provided:

The offices of SMD of SMAF would use its good offices to assist the Agency in obtaining requisite information from the offices concerned of the State.

15. Approach and Research Design

A core team comprising various faculty experts shall be constituted for undertaking the evaluation. The States may be grouped into six regions, i.e., North, West, South, East, North Eastern region and Hill region, each region headed by an expert. The core team should be supported by senior and junior researchers and field investigators for collection of primary and secondary data from every state . The selected agency is free to select state wise agencies for collection and analysis of data, but all the responsibility for undertaking evaluation as per these terms and conditions will be vested with the selected agency. All the administration support will be extended to have access to data reporting with Govt. Institutions /Universities / Departments/KVKs.

16. Deliverables:

The reports will contain analysis of pattern of utilization, amount allocated and released and its impact in terms of physical and financial outcomes. Report will contain impact assessment of key interventions on area expansion of agroforestry species. The reports will identify the shortcomings in implementation of the various activities of the scheme, evident leakages or mis-utilization and suggest corrective measures and guidelines for allocation of funds for the forthcoming year. Besides the reports, the agency will also give presentation about the report before the Senior Officers of DAC&FW.

18. Other Terms and Conditions

The other general terms and conditions applicable to each assignment under this scheme will be :

- i. The assignment should be completed within the time stipulated in the agreement. Delay in submission of the report beyond the stipulated time will attract penalty to be decided by

DAC&FW or non-extension of agreement. For factors beyond the control of the institution given the assignment, suitable extension in time may, however, be granted at the request of the institution.

- ii. The Government shall not pay any extra amount for any escalation in the cost of the assignment beyond the time period stipulated in the agreement.
- iii. The total fee for the study as agreed with the organization will include service tax and other tax, if any, and the liability of payment of the tax will be the Institution conducting the study.
- iv. 10 hard copies of the final report, 10 hard copies of the executive summary and 10 CDs containing the final report shall be submitted before releasing the final installment of payment.
- v. During the assignment period Government may modify the TOR and other terms and conditions of the assignment, if necessary, in order to strengthen / deepen its scope / coverage.
- vi. The draft/final reports and the contents thereof would be the intellectual property of the Government and would not be published by the institution concerned without prior approval of the Government.
- vii. In case of the change of consultant/team leader during the currency of study, the new consultant/team leader may be appointed by the Institution with the prior approval of the Ministry.
- viii. The raw data/processed data finding should not be disclosed by the Institution to any third party without prior approval of the Government.

19. **Payment Schedule :**

The terms of payment for assignment under this Scheme will be as under:

a.

- a. **First Installment:-** 30 percent of the quoted fee on signing of the agreement shall be made as mobilization advance. However as required under the provision of General Financial Rules of Government of India, the firm/agency is required to submit BG equivalent to the amount of advance as per prescribed Proforma (Annexure-I)
- b. **Second Installment:-** 30 percent of the fees, subject to (a) submission of draft report including executive summary within the time frame stipulated in the agreement and (b) a presentation on the draft report being made before the DAC &FW at New Delhi and the draft report being found to be generally acceptable.
- c. **Third and Final Installment:-** Balance 40 percent on submission of the final report and a presentation on the report being made before the DAC&FW at New Delhi and the report being found to be generally acceptable.

State covered under SMAF

S. No.	Name of States/UTs
1	Andhra Pradesh
2	Bihar
3	Chhattisgarh
4	Gujarat
5	Haryana
6	Jharkhand
7	Karnataka
8	Kerala
9	Maharashtra
10	Madhya Pradesh
11	Odisha
12	Punjab
13	Rajasthan
14	Tamil Nadu
15	Telangana
16	Uttar Pradesh.
17	HP
18	JK
19	Meghalaya
20	Mizoram
21	Nagaland

Government of India
Ministry of Agriculture & Farmers Welfare
(Department of Agriculture, Cooperation & Farmers Welfare)

DISCLAIMER

The information contained in the Request for Proposal (RFP) document or subsequently provided to Applicants on behalf of the Department of Agriculture, Cooperation & Farmers Welfare (DAC&FW), Government of India (GoI) is provided to Applicants on the terms and conditions set out in the RFP and such other terms and conditions subject to which such information is provided.

The RFP is not an agreement and is neither an offer nor invitation by the DAC&FW, GoI 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.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon the 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 in the law expressed herein.

DAC&FW also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this RFP. DAC&FW 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 the RFP does not imply that DAC&FW is bound to select any Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and DAC&FW 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 DAC&FW or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and DAC&FW 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.