





# **Project Operations Manual**



Himachal Pradesh Grop Diversification Promotion Project JICA-ODA

TTT 1

### VERSION 1.

The Project Operations Manual for PMU is prepared by Intercontinental Consultants and Technocrats Pvt. Ltd., A 8 Green Park, New Delhi 110016, under Himachal Pradesh Crop Diversification Promotion Project (HPCDP). This Manual is the exclusive property of the HPCDP (JICA-ODA). The Manual in full or in part cannot be reproduced, copied, referred or printed in any form without prior written permission of the competent authority of the Project /Department of Agriculture, Government of Himachal Pradesh.

### **ABSTRACT**

Himachal Pradesh Crop Diversification Promotion Project (ID-P213) - Project Operation Manual for Project Management Units of Himachal Pradesh Crop Diversification Promotion Project (HPCDP) under H.P. Agriculture Development Society (HPADS) Approved-Order-Issued.

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### **Department of Agriculture (H.P.)**

No. Agr. B-F (1) 4/2014

Dated: Shimla-2, the 18-03-2014

Read

- 1. No. PLG(EAP) 1-18/2001 (Agriculture) Dated 17.08.2010
- 2. Minutes of Discussions (MoD) dated 1.10.2010
- 3. No. Agr. F.(10)-12/2005-Vol-1 dated 27.11.2010
- 4. UPIP dated 29.10.2013

#### Order:

- 1. In Government order read first above, Government has accorded its approval for Project proposal on "Diversified Agriculture for Enhanced Farm Income" in Himachal Pradesh to be funded by JICA and costing Rs. 321 crores.
- 2. Consequently the Minutes of Discussion (MoD) read second above were signed by the three Governments i.e. Government of India, Govt. of Japan and Govt. of H.P., envisaging thereby in it the need to implement the project by Project Management Unit (PMU) to be established outside the Department of Agriculture as an autonomous society. The Project period was agreed for eight years from 2011-2018 with its title as "Himachal Pradesh Crop Diversification Promotion Project" (HPCDP).
- 3. In the Govt. order read third above, the government constituted the state level body Governing Council, which in its first meeting, permitted to frame the rules and the memorandum of the association for management, administration and business of the Himachal Pradesh Agriculture Development Society. Subsequently, the Himachal Pradesh Agriculture Development Society was registered under the provisions of Himachal Pradesh Development Society Registration Act 2006 (Act No. 25 of 2006) on 7.02.2011. The PMU will operate bank account in a nationalized bank and release funds to DPMUs directly outside the preview of LOC.
- 4. During the course of the implementation in its first year, the need for the preparation of Project manual which will regulate the function of the Project Management Unit and will serve as ready reference to implement the tasks identified under HPCDP was realized and

also endorsed by JICA INDIA. The Project Operation Manual was mainly intended for guiding Project implementation on the basis of agreed frame work.

- 5. The Project Director HPCDP during 4<sup>th</sup> meeting of Executive Committee held on 16.10.2012, placed two draft manual viz; Project Operation Manual and Operation & Maintenance Manual for Krishak Vikas Association, which were approved by the Executive Committee.
- 6. Consequent upon the approval of the manuals by Executive Committee, the manuals were shared with JICA INDIA, which advised to form the manuals as integral part of the Project Memorandum which was later signed as Updated Project Implementation Plan UPIP on October 29, 2013 read as fourth above. It was agreed in UPIP, to address the various open ended issues of MoD in the Manuals through ensuring the involvement of Project Management Consultants (PMC) before adoption by the DOA for use in the captioned project.
- The Project Director HPCDP has requested for orders to adopt the "Project Operation Manual" for the Project Management unit of the Himachal Pradesh Crop Diversification Promotion Project.
- 8. The Government has examined the proposal in detail and accordingly, permitted the Project Director, Himachal Pradesh Crop Diversification Promotion Project to adopt both manuals as approved by the Executive Committee along with the suggestion and observation incorporated in the "Project Operational Manual" and "Operation and Maintenance for Krishak Vikas Association Manual" for implementation of the Himachal Pradesh Crop Diversification Promotion Project. This has also the approval of Finance Department, GoHP as they are represented both in Executive and Governing Council.

By Order,

(Deepak Sanan) Additional Chief Secretary (Agri.) to the, Government of Himachal Pradesh. Dated:- Shimla-2, the 18-03-2013

Copy to:-

 Chief Representative, JICA India Office, 2<sup>nd</sup> Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Connaught Place, New Delhi-110001.

- Sh. C. M. Pandey, National JICA Project Coordinator-cum-Additional Commissioner, 102-B wing, Shastri Bhawan, Department of Agriculture & Cooperation, MoA, Government of India, New Delhi-110001.
- 3. Director of Agriculture-cum-State JICA Project Coordinator, Himachal Pradesh, Shimla-5.
- 4. Project Director, Himachal Pradesh Crop Diversification Promotion Project, 218, Aastha Kanwal Complex, Ward No. 1, Krishana Nagar, Distt. Hamirpur-177001, (H.P).

Deputy Secretary (Agri.) to the, Government of Himachal Pradesh. ANNEXURE to Order No. Agr. B-F (1) 4/2014 Department of Agriculture (H.P.)

Dated 18.03.2014

# **PROJECT OPERATION MANUAL**

# FOR THE

# **PROJECT MANAGEMENT UINIT**

OF

# HIMACHAL PRADESH CROP DIVERSIFICATION PROMOTION PROJECT (HPCDP)

# (**ID-P213**)

**Project Management Unit** 

(Registered as Himachal Pradesh Agriculture Development Society vide Registration No: 437/2011, H.P. Societies Registration Act 2006 "Act No. 25 of 2006")

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# List of Abbreviations

A/A	:	Administrative Approval
ADO	:	Agriculture Development Officer
AEO	:	Agriculture Extension Officer
BPM	:	Block Project Manager
BPMU	:	Block Project Management Unit
BRS	:	Bank Reconciliation Statement
CCA	:	Cultivable Command Area
CSKHPKV	:	Chaudhary Sarwan Kumar Himachal Pradesh Krishi Vishvavidyalaya
DD	:	Demand Draft
DGS&D	:	Director General of Supplies and Disposals
DNIT	:	Detailed Notice for inviting tender
DoA	:	Department of Agriculture
DPM	:	District Project Manager
DPMU	:	District Project Management Unit
DPR	:	Detailed Project Report
DTW	:	Deep Tube well
EC	:	Executive Committee
EOI	:	Expression of Interest
EPBX	:	Electronic Private Automatic Branch Exchange
ESM	:	Environment and Social Management
FIS	:	Flow Irrigation Scheme
FR & SR	:	Fundamental Rules and Supplementary Rules
GIS	:	Geographical Information System
GoHP	:	Government of Himachal Pradesh
HIMFED	:	Himachal Pradesh State Cooperative Marketing And Consumer's Federation Ltd.
HP	:	Himachal Pradesh
HPADS	:	Himachal Pradesh Agriculture Development Society
HPCDP	:	Himachal Pradesh Crop Diversification Promotion Project
НРМС	:	HP Horticultural Produce Marketing and Processing Corporation Ltd
HYVs	:	High Yielding Varieties

ICT	:	Information and Communication Technology
J. E.	:	Junior Engineer
JDM	:	Junior Draftsman
JICA	:	Japan International Cooperation Agency
KVA	:	Krishak Vikas Association
LCB	:	Least Cost Based
LIS	:	Lift Irrigation Scheme
LS	:	Lump Sum
M&E	:	Monitoring and Evaluation
MIS	:	Management Information System
MoD	:	Minutes of Discussion
MUV	:	Multi Utility Vehicles
NGO	:	Non-Governmental Organization
ODA	:	Official Development Assistance
PD	:	Project Director
PDO	:	Project Development Objective
PIM	:	Participatory Irrigation Management
PM	:	Project Manager
PCR		Project Completion Report
РМС	:	Project Management Consultant
PMU	:	Project Management Unit
PRI's	:	Panchayati Raj Institutions
PSU	:	Public Sector Undertaking
RFP	:	Request for Proposal
SAMETI	:	State Agricultural Management and Extension Training Institute
SHG	:	Self Help Group
SMS	:	Subject Matter Specialist
SPMU	:	State Project Management Unit
SSS	:	Single-Source Selection
STW	:	Shallow Tube well
ТСР	:	Technical Cooperation Project

TNA	:	Training Needs Analysis
TOR	:	Terms of Reference
TWIS	:	Tube Well Irrigation Scheme
WHS	:	Water Harvesting Structure

# PREAMBLE

#### i) Purpose of the Project Operations Manual

The primary purpose of the project operations manual is to define guidelines, policies and procedures for effectively implementing the Japan International Cooperation agency (JICA) funded Himachal Pradesh Crop Diversification Promotion Project (HPCDP). These procedures make due reference to the JICA guidelines as applicable to the Project.

The project operations manual will serve as a ready reference to implement the tasks identified under HPCDP. The manual is mainly intended for guiding in project implementation based on the agreed framework.

#### ii) Target Users for the Project Operations Manual

The project operations manual is intended to be used by:

- The Project Management Unit (PMU) set up for the implementation and overseeing of the Project;
- Participating line departments and agencies involved in decision making and providing implementation support; and
- Implementation Support Consultants as may be identified by the PMU,

#### iii) Contents of the Project Operations Manual

The project operations manual contains:

- Project Description
- Structure of the PMU
- Procurement Procedures
- Delegation of Powers
- Social and Environmental Safeguards
- Accounts and Fund Management
- Monitoring & Evaluation
- Reporting Guidelines
- Communication, Governance & Accountability

#### iv) Power to Amend the Project Operations Manual

Depending upon the need, exigencies of the situation and such circumstances as would warrant, the provisions of this manual may be amended by the Project Management Unit (PMU) with the approval of the Executive Committee, through alteration, modification, revision, addition or deletion as appropriate.

*Note:* The sample forms and specimen copies of various documents provided in this manual are by examples and are as guiding reference for the users of this manual. These forms and documents can be modified as required.

#### 1.1 Project Background

Himachal Pradesh has considerable potential for vegetable production, with advantage of cool climate compared to other parts of the country, as well as, geographical proximity to large cities such as Chandigarh, Delhi. This would enable farmers to produce off-season vegetables and fruits, which have a large market in urban cities with better prices. In order to boost agricultural development and consequent enhancement of farm income in the rural areas, focus is required to be given on increasing productivity of the existing cultivated area, through shifting from self-subsistence crop cultivation to diversified agriculture, by adopting cash crops such as vegetable cultivation suitable in hilly and highland areas. For such accomplishment, overcoming the major constraints, such as shortage of irrigation facilities, farm access roads, and insufficient marketing arrangements is highly essential.

It is in this background Himachal Pradesh Crop Diversification Promotion Project (HPCDP) being implemented by Government of Himachal Pradesh (GoHP) is funded by the Japan International Cooperation Agency–Official Development Assistance (JICA-ODA) under Loan Agreement No ID-P213. The main implementing and coordinating agency for the project is Himachal Pradesh Agriculture Development Society (HPADS) with Department of Agriculture, Government of Himachal Pradesh being the nodal department. HPCDP is implemented by the Project Management Unit (PMU), which is established outside of the Department of Agriculture (DoA), GoHP, as an autonomous Society, with headquarters at Hamirpur.

The project cost is Rs. 321 crores and has 7 years duration beginning from fiscal year 2010-11 to 2017-18.

#### **1.2 Project Objectives**

HPCDP aims at promoting crop diversification in the target areas of five districts in the State of Himachal Pradesh, namely, Hamirpur, Mandi, Kangra, Una and Bilaspur, through development of necessary infrastructure such as irrigation facilities and farm access roads, in parallel with technical training for farmers on vegetable cultivation, food grain cultivation and post-harvesting technology.

HPCDP will rehabilitate existing facilities and develop new facilities through 210 irrigation schemes in the project districts, and will construct and improve 147 farm access roads. The total area to be irrigated is estimated to be 3,712 hectares, and total length of the farm access roads would be 100 km. and increase the area for vegetable cultivation to around 1830 hectares in the selected sub-project areas.

The sub-projects under HPCDP are planned to be implemented in a phased manner. It is contemplated that after completion of work under HPCDP, the facilities created will be handed over to the Krishak Vikas Associations (KVAs) for operation, maintenance and management. Handholding support will be provided by the PMU to the KVAs for two years from the date of hand-over of the facilities to the KVAs for smooth functioning of the scheme.

#### **1.3 Project Components**

HPCDP consists of following components<sup>1</sup>:

#### 1. Infrastructure Development Component

Infrastructure development covering construction of irrigation facilities and improvement of farm access roads; it consists of - (i) new development of minor irrigation systems covering Flow Irrigation System in 78 sites, Lift Irrigation System in 44 sites, Deep Tube Well in 29 sites, and Shallow Tube Well in 21 sites; (ii) improvement of Flow Irrigation System in 11 sites, and Lift Irrigation System in 27 sites, and (iii) development and improvement of farm access roads in 147 sites.

For promotion of vegetable production and improved productivity of food grain, development of irrigation and drainage facilities is proposed. The improvement of the farm access roads and construction of collection centers would also reinforce the linkage between the farmers with the market. The short-listed 210 sub-projects for HPCDP are spread over 5 districts; 18 sub-projects in Bilaspur, 39 in Hamirpur, 56 in Kangra, 54 in Mandi and 43 in Una district. The component includes the new development and improvement of irrigation and drainage facilities for 3,712 hectares and new construction and improvement of 100 km of farm access road, as summarized below:

<sup>&</sup>lt;sup>1</sup> Source: Memorandum of Discussion dated 1 October 2010 between Ministry of Agriculture, Government of India, Department of Agriculture, Government of Himachal Pradesh and Japan International Cooperation Agency.

		Number of		of Sub-projects		0	System /	Impro	Farm		
No.	District	Total (A+B)	New (A)	Improv ement (B)	FIS	LIS	DTW	STW	FIS	LIS	Access Road
1	Bilaspur	18	15	3	6	8	0	1	1	2	11
2	Hamirpur	39	15	24	0	13	2	0	0	24	32
3	Kangra	56	46	10	31	9	6	0	10	0	29
4	Mandi	54	54	0	41	13	0	0	0	0	36
5	Una	43	42	1	0	1	21	20	0	1	39
Total		210	172	38	78	44	29	21	11	27	147

#### **Summary of Infrastructure Development Component**

Table 1-1: Number of Irrigation Systems and Farm Access Roads covered in the Project

Source: Memorandum of Discussion dated 1<sup>st</sup> October, 2010 among Government of India, Government of Himachal Pradesh and JICA

Table 1-2: Total CCA (Cultivable Command Area) of Irrigation System and Total Length of Roads

		Total CCA of	CCA of New Dev	CCA of Improve ment			v Develoj vstem (ha	-	CCA Improv (ha	vement	Farm Access
No.	District	Sub- projects (ha)	Total of New Systems (ha)	Total of Improved Systems (ha)	FIS	LIS	DTW	STW	FIS	LIS	Road (km)
1	Bilaspur	313	251	62	85	150	0	16	22	40	6.9
2	Hamirpur	532	195	337	0	179	16	0	0	337	18.5
3	Kangra	1352	861	491	542	146	173	0	491	0	22.8
4	Mandi	984	984	0	736	248	0	0	0	0	28.1
5	Una	531	525	6	0	10	238	277	0	6	23.7
Total		3712	2816	896	1363	733	427	293	513	383	100

Source: Memorandum of Discussion dated 1<sup>st</sup> October, 2010 among Government of India, Government of Himachal Pradesh and JICA

#### 2. Farmers Support Component

The Farmers Support Component is composed of i) Organization of farmers' groups, ii) Vegetable promotion, iii) Food grains productivity improvement, and iv) Promotion of food processing. Support for farmers is planned through promotion of vegetable cultivation, improvement of post-harvesting technology, strengthening of the organization of farmers group.

Name of Program	Implemented by	Aim
1. Formation and	Consultant, External resource	Formation of the farmers groups
formalization of farmers	agencies (SAMETI, KVK,	like SHG, Farmers groups for
group	University & Research Institute,	management of irrigation facilities
	NGO), PMU	and enhancement of agriculture
		activities
2. Vegetable Promotion	External resource agencies	Enhancement of vegetable
	(SAMETI*, KVK**, University	cultivation technologies of
	& Research Institute, NGO),	farmers and development of the
	Consultant, PMU and Farmers	capacity of extension officers
3. Food grains productivity	External resource agencies	Enhancement of food grain
improvement	(SAMETI, KVK, University &	cultivation technologies of
	Research Institute, NGO),	farmers and development of the
	Consultant, PMU and Farmers	capacity of extension officers
4. Promotion of post-harvest	External resource agencies	Enhancement of food processing
processing	(SAMETI, KVK, University &	technologies of farmers and
	Research Institute, NGO),	development of the capacity of
	Consultant, PMU, private sector	extension officers
	and Self Help Group (SHG).	

Table 1-3: Summary of Farmers Support Component

Note: \*State Agricultural Management and Extension Training Institute (SAMETI), \*\*KrishiVigyan Kendra (KVK)

#### 4. Institutional Development Program

Proposed Institutional Development Program consists of 3 components of i) Strengthening of Department of Agriculture, ii) Strengthening of Extension Service Function and iii) Baseline Survey and Impact Assessment.

Name of Program	Implemented By	Aim
Strengthening of	DoA* with external	To improve capacity of PMU for proposed ODA Loan
DoA	resources	Project.
Strengthening of	DoA with external	To improve the capacity of staff on PMU for effective
Extension Service	resources	implementation of the agriculture extension work,
Function		community mobilization and formation and
		formalization of group of farmers
Baseline Survey	PMU	To grasp the household data and measure the output and
and Impact		impact of the project interventions on the target
Assessment		population to monitor and evaluate the project for the
		better implementation

**Table 1-4: Summary of the Institutional Development Program** 

Note: \*Department of Agriculture (DoA)

### 1.4 Activities for Project Implementation

The activities for implementation of the different components of the project are presented in **Table 1-5**:

Particulars of Activity	Initiated by	Executer	Quantity	Remarks
1. Strengthening of DOA				·
1 Recruitment of PMU Staff (Out -source)				
1.1 State PMU	SPMU	Outsourced Agency	7 years	One location
1.2 District PMU	SPMU	Outsourced Agency	6 years	Three locations
1.3Block PMU	SPMU	Outsourced Agency	6 years	Eight locations
2 Capacity Development of Project Staff on PDCA cycle				
2.1. Orientation Workshop of PMU Staff	SPMU	SPMU/ Consultant	2 times	State PMU,D&B-PMU Staff
2.2. Training of District & Block Project Manager on PIM	SPMU	DPMU/BPMU/Consultant	12 times	Block Project Mangers
2.3. Training of PMU staff on PDCA cycle	SPMU	PMU/Consultant/ SAU/SAMETI	2 times	PMU,D & B-PMU Staff at District PMU
2.4. Exposure Visits of PMU Staff	SPMU	DPMU/BPMU	8 times	D&B-PMU Staff
2.5. Peer Learning Workshop	SPMU	SPMU/DPMU/BPMU/ Consultant	150 times	SPMU, D&B-PMU Staff
2.6. Training on Financial Management, use of IT equipments	SPMU	Consultant/ External Resources	10 times	SPMU, D&B-PMU Staff. 2 trainings per year
2.7. Organising Periodical Review Meetings, Mission Visits, Workshops, Study Visits to Success Stories	SPMU	SPMU/DPMU/BPMU	L.S	-
3 Establishment of MIS & GIS and Monitoring System				
3.1.Establishment of MIS & GIS at PMU	SPMU	Consultant	1 LS	-
3.2.Development of appropriate software	SPMU	Consultant/ Developer	1 LS	-

Particulars of Activity	Initiated by	Executer	Quantity	Remarks
3.3.Training of PMU Staff on MIS & GIS	SPMU	Consultant	9 times	Each District PMU in 3 years
4 Procurement of equipment and tools to PMU				
4.1. Project Office	SPMU	Contractor/Supplier	1 location	New construction i/c Hiring charges for first 2Years
4.2 Rented accommodation for office space for Distt. PMU	SPMU/DPMU/	SPMU/DPMU	252 months	Two DPMUs , 7 years (New Construction / Hiring Charges)
4.3 Rented accommodation for office space for Block .PMU	-BPMU	- BPMU	672 months	Five BPMUs) 7 years, (New Construction /Hiring Charges)
4.4 Furniture & office-equipments, computer network system	SPMU	Supplier	12 locations	Including computer servers, audio visual aids (projectors)
4.5 Transport facilities at PMU (Pick-up vans and car)	SPMU/DPMU/BPMU	Contractor	L.S.	Procurement of 5 vehicles (SPMU 2, DPMU 3) and hiring of 20 No. MUV (SPMU 1,DPMU3,BPMU16), 24 no Motor cycles(2 no per unit for field staff)
4.6 Visual aids extension equipment (e.g. LCD Projects )	SPMU	Supplier	12 locations	-
4.7 Survey and design equipments	SPMU	Supplier/ DPMU/BPMU	1 L.S.	-
4.8 Publicity Events, Public Awareness, materials and inaugural ceremonies of sub- projects	SPMU	DPMU/BPMU	L.S	-
4.9 Hiring of services of experts	SPMU	Consultant	L.S	Financial, legal, management, etc.
4.10 Preparation of various project implementation related manuals	SPMU	Consultant	L.S	-

Particulars of Activity	Initiated by	Executer	Quantity	Remarks
4.11 Technical Studies, Impact Evaluation in other projects related to PIM outside	SPMU	DPMU/BPMU	16 Studies	Four studies per annum by six personnel for four year
2. Strengthening of Extension Service Function				
1. Preparation of Information, Education and Communication (IEC)Material for Dissemination	SPMU/ Consultant	DPMU/BPMU	-	-
1.1 Posters	DPMU	DPMU/BPMU	1	Five kinds per year, for 3 years
1.2 Wall writing and fixing of poster	DPMU	DPMU/BPMU	210 sites	
1.3 Street play on present situation and improvement	DPMU	DPMU/BPMU	52 times	One street play for 4 sub- projects
1.4 Publication of Handouts and manuals	DPMU/ Consultant	DPMU/BPMU	1	
1.5 Preparation of Video Program	DPMU/ Consultant	DPMU/BPMU	1	Five program per year, for 3 years
1.6 Display of Video shows in projects	BPMU	BPMU	210 sites	-
1.7 Farmers fair in each cluster	DPMU	BPMU	30 times	Once a year for 5 years in each cluster
1.8 Dissemination of technology through demonstration	DPMU	BPMU	210 sites	Twice a year for first two years
2 Capacity development of extension staff				
2.1 Training of agriculture extension staff	SPMU/ DoA	ТСР	-	Once a year for 2 years at each Block PMU by TCP
2.2 Training of Engineering staff	SPMU/ DoA	ТСР	-	On O & M and soil conservation measures
<b>3</b> Capacity Development of Community Motivators for Efficient Discharge of their				

Particulars of Activity	Initiated by	Executer	Quantity	Remarks
Responsibilities				
3.1 Training on Institutional Development processes	DPMU	BPMU/ External Resources	48 times	Two times a year for 3 years at each BPMU
3.2 Training on basics of irrigation management	DPMU	BPMU/ External Resources	24 times	Once a year for 3 years at each BPMU
3.3 Training on enhancing agricultural production	DPMU	BPMU/ External Resources	24 times	Once a year from 3rd year onwards at each BPMU
3.4 Training on Promotion and strengthening	DPMU	BPMU/ External Resources	48 times	Two times a year for 3 years at each BPMU
3.5 Training on facilitation for business promotion of SHG	DPMU	BPMU/ External Resources	16 times	Once a year for 2 years at each BPMU
3.6 Training on fostering market linkages	DPMU	BPMU/ External Resources	16 times	Once a year for 2 years at each BPMU
3.7 Exposer Visits on Participatory Irrigation Management	DPMU	BPMU/ External Resources	4 times	Within and/or outside state
3.8 Peer Learning Workshop for Community Motivators	DPMU	BPMU/ External Resources	-	-
4 Strengthening of Research –Extension – Farmer Linkage	DPMU	BPMU/ External Resources	4 times	Once a year from 3rd year onwards
5 Joint Field visit of Researcher & Extension Staff	DPMU	BPMU/ External Resources	40 times	Once a year in each BPMU
6. Overseas Training, Exposure/Study Visit of Project Officers	SPMU/ DoA	PMC/ JICA	25 persons	
3. Baseline Survey and Impact Assessment				

Particulars of Activity	Initiated by	Executer	Quantity	Remarks
1 Baseline Survey	SPMU	External Resources	1	Sampling techniques and procedures to be included
2 Midterm Impact	SPMU	External Resources	1	Sampling techniques and procedures to be included
3 Terminal Impact Assessment	SPMU	External Resources	1	Sampling techniques and procedures to be included
4. Farmers Support Component				
1 Vegetable Promotion				
1.1 Orientation & Need Assessment	DPMU	BPMU	210 sites	Farmers Groups
1.2 Farm Management	DPMU	BPMU	-	-
1)Training on Bookkeeping	DPMU	BPMU/ External Resources	210 sites	Farmers Groups
2)Training on Budgeting & Monitoring	DPMU	BPMU/ External Resources	210 sites	Farmers Groups
1.3 Preparation Techniques				
1) Organic/ Water Saving & Soil Conservation	SPMU/DoA	DPMU/BPMU/TCP	210 sites	Farmers Groups
2) Organic Fertilizer & Application	SPMU/DoA	DPMU/BPMU/TCP	210 sites	Farmers Groups
3) Assistance for promotion of vermin- compost	DPMU	BPMU	2650 nos	Farmers
4) Exhibition, Kisan Mela and Vegetable Shows	DPMU	BPMU	55 units	One Farmer fair in a year in all 3 DPMU and 8 BPMU for 5Years
5) Training in Precision Application of	DPMU	BPMU	230 hect	Farmers Groups

Particulars of Activity	Initiated by	Executer	Quantity	Remarks
fertilizers and Micronutrients				
1.4 Cultivation Practice				
1) Strategic Vegetable Growing				
a. Training of Trainers	DPMU	BPMU/ TCP	-	Ву ТСР
a. Cauliflower Growing	DPMU	BPMU/ TCP	210 sites	Farmers Groups
b. Tomato Growing	DPMU	BPMU/ TCP	210 sites	Farmers Groups
d. Potato & Peas Growing	DPMU	BPMU/ TCP	210 sites	Farmers Groups
2) Exotic Vegetable Growing				
a. Training of Trainers	SPMU/DPMU	ТСР	-	Ву ТСР
b. Training for Farmers' Group	DPMU	BPMU	210 sites	Farmers Groups
1.5 Cropping Pattern Arrangement				
a. Training of Trainers	SPMU/DPMU	ТСР	-	Ву ТСР
b. Training for Farmers' Group	DPMU	BPMU	210 sites	Farmers Groups
1.6 Organic pest Management and IPM				
a. Training of Trainers	SPMU/DPMU	ТСР	-	Ву ТСР
b Training for Farmers' Group	DPMU	BPMU	210 sites	Farmers Groups
c. Exposure Visits	DPMU	BPMU	210 sites	Farmers Groups
1.7 Post-harvest Techniques				
a) Training of Trainers	SPMU/DPMU	ТСР	-	Ву ТСР
b)Training for Farmers' Group	DPMU	BPMU	210 sites	Farmers Groups
1.8 Farm Mechanization				
1) Training of Trainers	SPMU/DPMU	ТСР	1 times	ADO & AEO in BPMUs

Particulars of Activity	Initiated by	Executer	Quantity	Remarks	
2) Training for Farmers' Group	DPMU	BPMU	120 sites	Farmers Groups	
1.9 Micro-Irrigation and Poly-house					
1) Training of Trainers	SPMU/DPMU TCP		1 times	ADO & AEO in BPMUs	
2) Training for Farmers' Group	DPMU	BPMU	210 sites	Farmers Groups	
1.10 Program for Next Generation					
1) Training of Trainers	DPMU	ТСР	1 times	ADO & AEO in BPMUs	
2) Training for Farmers' Group	DPMU	BPMU	60 sites	Farmers Groups	
1.11 Construction of Collection Centers	DPMU	Contractor	23 sites	-	
1.12 Recruitment of Community Motivators	KVA	KVA	210 sites	By KVAs	
2 Food Grain's Productivity					
2.1 Improvement of Food Grain Productivity					
1) Training of Trainers	DPMU	ТСР	-	By TCP	
2) Training of Farmers' Group	DPMU	BPMU	210 sites	Farmers Groups	
3 Promotion of Post-Harvest Processing					
3.1 Small Scale Agro- Processing					
1) Orientation Workshop for SHG	DPMU	BPMU/ External Resources	210 sites	SHG Members	
2) Training on Accounting for SHG	DPMU	BPMU/ External Resources	210 sites	SHG Members	
3) Training on Budgeting & Monitoring	DPMU	BPMU/ External Resources	210 sites	SHG Members	
4) Training on Organic Fertilizer	DPMU	BPMU/ External Resources	210 sites	SHG Members	

Particulars of Activity	Initiated by	Executer	Quantity	Remarks	
5) Training on Seeding Raising	DPMU	BPMU/ External Resources	210 sites	SHG Members	
6) Training on Food Processing	DPMU	BPMU/ External Resources	210 sites	SHG Members	
3.2 Public Private Partnership	SPMU	DPMU/ BPMU/ External Resources	15	Stakeholders	
5.Infrastructure Development and Improvement	Program	·		·	
1 Minor Irrigation System					
1.1 Construction of Minor Irrigation System	DPMU/BPMU	Contractor/KVA	2816ha	On 171 sub-projects	
1.2 Improvement of Minor Irrigation System	DPMU/BPMU	Contractor/KVA	896ha	On 39 sub-projects	
1.3 Survey Investigation & Design of Minor Irrigation System	SPMU	Consultant	5%	-	
2 Access Farm Road					
1. Improvement of Access Farm Road	DPMU/BPMU	Contractor/KVA	100km	On 86 sub-projects	
2. Survey /Design of Access Farm Road	DPMU	Consultant	5%	-	
3 Micro-irrigation system for Demonstration					
3.1 Construction of Polyhouse with micro irrigation system	DPMU	BPMU/ Contractor	210 sites	One demonstration for each sub-projects	
6.Infrastructure Development Support					
1 Induction Workshop for Community Motivators	DPMU	BPMU/KVA	15 times	Two persons per site and 28 persons/ workshop	
2 Awareness Camp Involving Community	DPMU	BPMU/KVA	210 sites	100 persons/ site	
3 Formation and Formalization of Farmers Group					

Particulars of Activity	Initiated by	Executer	Quantity	Remarks
<ul><li>3.1 Workshop of Group to Develop Objective &amp; Norms</li></ul>	DPMU	BPMU	210 sites	Each site
3.2 Training to MC Members on Role and Responsibility	DPMU	BPMU	46 times	Introduction of key topics
3.3 Exposure visit of MC Members to WUA in other Area	DPMU	BPMU	30 times	Seven sites per time
4 Capacity Development of Farmers' Groups on Participatory Management Process and Institutional Development				
4.1 Training for MC Members	DPMU	BPMU/KVA	30 times	Seven sites per time
4.2 Training for Women Members	DPMU	BPMU/KVA	15 times	14 sites per time
4.3 Workshop on resources mobilization and revenue collection	DPMU	BPMU/KVA	15 times	14 sites per time
4.4 Training on Accounting Principles and Practices	DPMU	BPMU/KVA	15 times	14 sites per time
4.5 Training for SHG Members	DPMU	BPMU/KVA	210 sites	-
4.6 Training for office-bearers of SHG	DPMU	BPMU/KVA	15 times	14 sites per time
4.7 Workshop for SHG Members	DPMU	BPMU/KVA	210 sites	
4.8 Refresher Training for MC Members	DPMU	BPMU/KVA	15 times	14 sites per time
5 Capacity Development of MC members on O&M of Irrigation and Water Management				
5.1 Workshop to discuss sprinkles and practices of irrigation	DPMU	BPMU/KVA	210 sites	-
5.2 Training on Micro-planning tools and	DPMU	BPMU/KVA	30 times	Seven sites per time

· -					
Particulars of Activity	Initiated by	Executer	Quantity	Remarks	
techniques					
5.3 Field training on basic engineering skills	DPMU	BPMU/KVA	210 sites	-	
6 Promotion of Federation of Farmers Groups					
6.1 Workshop for Cluster Federation Development	DPMU	BPMU/KVA/ External Resources	60 times	Two workshops in each cluster	
6.2 Training for Efficiency Development of Members	DPMU	BPMU/KVA/ External Resources	8 times	36 federations, 2 training for 9 federations	
6.3 Workshop for Development of Federation	DPMU	BPMU/KVA/ External Resources	16 times	Two times per BPMU	
6.4 Workshop for Development of Apex Federation	DPMU	BPMU/KVA/ External Resources	2 times		
7. Provision for Support Services					
7.1 Support Services	DPM	BPM/ DoA	210 sites	Hand holding cost for 2 year	

#### 1.5 Project Hand-Over

On completion of the sub-projects under HPCDP within the jurisdiction area of the KVA, a Project Completion Report (PCR) shall be issued by the PMU in the form set out in **Annexure 1.1** and the facilities created shall be handed over to the KVA concerned in accordance with the objectives and guidelines of HPCDP, and an undertaking shall be taken from the KVA for operation & maintenance of the facilities at its cost.

#### 1.6 Handholding

Out of the Infrastructure Development Component of HPCDP, handholding for training, capacity building support, etc. will be provided by the PMU to the KVA and the community for initial 2 years after handing over the scheme to the KVA. In this regard, a provision upto a maximum of 3% of the total estimated cost of the project/scheme will be made, and the financial limit for such support shall be decided by the Executive Committee.

#### 1.7 Project Schedule

As stated earlier, the project will be completed in seven years from fiscal year 2010-11 to 2017-18. The shortlisted 210 sub-projects will be implemented in a gradually phased manner with small number of 6 sites in first year as first priority with intensive support from consultants, then expanded to 23 other sites of second priority, followed by 60 sites each as the third priority in the following years.

#### Annexure 1.1: Proforma for Project Completion Report (Sample)

(Refer Para 1.5)

#### **Project Completion Report (PCR)**

- 1. State:
- 2. Name and type of Project:
- 3. Name of sub project:
- 4. Location of sub project:
- 5. Implementing Agency:
- 6. Details of Administrative Approval(A/A):
  - i. Date of A /A
  - ii. Amount of A/A
  - iii. Date of start of the project:
- 7. Project details:

SL N- Item of		Physical	Financ	Remarks	
Sl. No.	Development	Quantity	<b>Estimated</b> Cost	stimated Cost Actual Expenditure	
1					
2					
3					
4					

8. Fund released:

JICA Contribution (Eligible Portion):

Government Contribution (Non-Eligible Portion):

Total:

- 9. Date of Completion of Project Works:
- 10. Direct benefits / Expected benefits:
  - a) Stored Water potential created (cum)
  - b) Potential Utilized (ha)
- 11. Maintenance:
  - a) Amount required for annual maintenance of structure:
  - b) Source of funds:
  - c) Agency to handle maintenance:

- 12. Status of formation of KVA:
- 13. Whether sub projects visited after completion and by whom:
- 14. Certificate:

All items as envisaged in the sanction in respect of \_\_\_\_\_\_\_ sub-project under HPCDP have been completed by contractor in all respects and there in no balance physical work remaining. The work has been carried out as per specifications laid down in the sanction and as per sound engineering practices. The Environmental and social safeguard has been duly complied during the execution of sub-project.

Certified that the project will be able to realize the objectives as laid down during the time of sanction.

Signature of President of KVA

Signature of Secretary of KVA

Signature of Block Project Manager

Countersigned by District Project Manager

\*\*\*\*\*

#### 2.1 Introduction

The Minutes of Discussion (MoD) agreed and signed on 1<sup>st</sup> October 2010 among Japan International Cooperation Agency (JICA), Ministry of Agriculture, Government of India, and Department of Agriculture, Government of Himachal Pradesh, stipulates that a Project Management Unit (PMU) to be established as an autonomous registered society to implement HPCDP<sup>2</sup>.

In accordance with the provisions of MoD, Himachal Pradesh Agriculture Development Society (HPADS) has been established and registered on 7<sup>th</sup> February 2011 under the provisions of Himachal Pradesh Society Registration Act, 2006<sup>3</sup>. One of the principal objectives of HPADS is to implement "Himachal Pradesh Crop Diversification Promotion Project" in the State of Himachal Pradesh.

The PMU as an integral part of HPADS has a three tier structure- (i) State level, i.e. State PMU Office; (ii) District level, i.e. District PMU Office; and (iii) Block level, i.e. Block PMU Office.

#### 2.2 Governing Council

The PMU works under the overall supervision and guidance of the Governing Council formed by Government of Himachal Pradesh (GoHP)<sup>4</sup>. The Governing Council is presided by the Minister of Agriculture, GoHP; and the Principal Secretary, Agriculture, GoHP is the vice-president of the Council. The Project Director of the PMU is the member secretary. The other members of the Governing Council are –

- i) Principal Secretary Finance, GoHP
- ii) Advisor Planning, GoHP
- iii) Director of Agriculture, GoHP
- iv) Managing Director, Himachal Pradesh State Agricultural Marketing Board
- v) Vice Chancellor, CSKHPKV, Palampur
- vi) Representative of Ministry of Agriculture, Department of Agriculture & Cooperation Government of India

<sup>3</sup>Act No. 25 of 2006

<sup>&</sup>lt;sup>2</sup> Page 4 of Annex II, Clause III; Project Implementation, Institutional Arrangement for Project Implementation of MoD dated 1 October 2010

<sup>&</sup>lt;sup>4</sup> Rule 7 of Rules of HPADS

vii) Three District Project Managers of District level PMU Offices

In addition, there are three non-official members having experience/exposure in agriculture nominated by GoHP.

#### 2.3 Executive Committee

In accordance with the Rules of HPADS, the affairs of the PMU are administered by an Executive Committee under the Governing Council<sup>5</sup>. The Executive Committee is responsible for overall administration, monitoring, technical quality control and formulating guidelines for operation and function of the PMU. The Executive Committee is chaired by Principal Secretary, Agriculture, GoHP. The Project Director of the PMU is the member secretary. The other members of the Executive Committee are –

- i) Principal Secretary Finance, GoHP
- ii) Advisor Planning, GoHP
- iii) Director of Agriculture, GoHP
- iv) Managing Director, Himachal Pradesh State Agricultural Marketing Board
- v) Three District Project Managers of District level PMU Offices

#### 2.4 Finance Committee

In addition to the Executive Committee, there is a Finance Committee<sup>6</sup> which shall oversee and guide all matters relating to financial sanction. The finance committee shall consist of the following:

- 1. Principal Secretary/ Secretary Agriculture, Government of Himachal Pradesh: Chairperson
- 2. Principal Secretary (Finance), Government of Himachal Pradesh: Member
- 3. Director of Agriculture, Government of Himachal Pradesh: Member
- 4. Project Director, PMU: Member Secretary

#### 2.5 State Level PMU (SPMU)

The State PMU Office, which is the Central Office of the PMU, is situated at Hamirpur, District Hamirpur, Himachal Pradesh. The State PMU Office is responsible for the overall management of HPCDP.

<sup>&</sup>lt;sup>5</sup> Rule 15 of Rules of HPADS

<sup>&</sup>lt;sup>6</sup>Rule 19 of Rules of HPADS
#### 2.6 District Level PMU (DPMU)

There are three District PMU Offices – (i) District PMU Office at Hamirpur District, covering three districts, namely, Hamirpur, Bilaspur and Una; (ii) District PMU Office at Palampur, Kangra, District; (iii) District PMU Office at Mandi, Mandi District. The District PMU Offices are responsible for management of district level activities of HPCDP in their respective district jurisdictions.

# 2.7 Block Level PMU (BPMU)

There are eight Block PMU Offices – (i) One each in Hamirpur, Bilaspur and Una; (ii) Two in Mandi, namely, Mandi and Sarkaghat; and (iii) Three in Kangra, namely, Baijnath, Dehra and Nurpur. The Block PMU Offices are responsible for supervision of field level activities of HPCDP and providing technical advice in their respective block jurisdictions.

The organizational structure of the PMU is provided on next page.



Figure 2-1: Organizational Structure of Project Management Unit

# 2.8 Staff Pattern of PMU

The PMU is staffed by officials deputed from the Department of Agriculture, GoHP, and hiring of qualified and experienced personnel from external agency on contractual basis. The selection of the external agency is done through open local competitive bidding. The staffing pattern of PMU is given in **Table 2-1**<sup>7</sup>:

		Details of Staff			Total
Sl. No	Name of Post	Per Unit	DOA	Out Source	
	(A) State Lev	el PMU			
1	Project Director	1	1	0	1
2	Deputy project Director	2	2	0	2
3	SMS (Training & Monitoring Coordinator)	1	1	0	1
4	Assistant Agriculture Expert (Monitoring & Evaluation)	1	0	1	1
5	MIS/GIS Operator	1	0	1	1
6	Finance Officer*	1	1	0	1
7	Office Manager (General & Accounts)	1	0	1	1
8	Accountant	1	0	1	1
9	Computer Assistant	1	0	1	1
10	Design Engineer	1	0	1	1
11	Head D/Man	1	1	0	1
12	J. E.	1	1	0	1
13	JDM	1	1	0	1
14	Driver	2	0	2	2
15	Night Watch Man	2	0	2	2
16	Office Attendant	2	0	2	2
17	Office upkeep staff	2	0	2	2
Total (A)		22	8	14	22

**Table 2-1: Staffing Pattern** 

<sup>&</sup>lt;sup>7</sup> As per Project Memorandum

		Details of Staff			Total		
Sl. No	Name of Post	Per Unit	DOA	Out Source			
	(B) District Level PMU						
1	District Project Manager	1	3	0	3		
2	SMS	1	3	0	3		
3	Agri. Expert	1	0	3	3		
4	Agri. Officer	1	0	3	3		
5	Design Engineer	1	0	3	3		
6	Junior Engineer	1	1	0	1		
7	Construction Engineer	1	0	2	2		
8	Drafts Man	1	1	0	1		
9	Technical Assistant (Drawing & Estimation)	1	0	2	2		
10	JDM	1	2	0	2		
11	Junior Technical Assistant (Drawing & Estimation)	1	0	1	1		
12	MIS/GIS operator	1	0	3	3		
13	Office Manager (Accounts & General)	1	0	3	3		
14	Accountant	1	0	3	3		
15	Computer Assistant	1	0	3	3		
16	Driver	1	0	3	3		
17	Office Attendant	2	0	6	6		
18	Night Watch Man	1	0	3	3		
19	Office upkeep staff	1	0	3	3		
Total (I	3)	20	10	41	51		
	(C) Block Level	PMU					
1	Block Project Manager	1	8	0	8		
2	Agri. Dev. Officer	1	8	0	8		
3	Agriculture Expert	1	0	8	8		
4	Agri. Extension Officer	1	8	0	8		
5	Agri. officer	1	0	8	8		
6	JE	1	7	0	7		
7	Construction Engineer	1	0	9	9		
8	JDM	1	4	0	4		
9	Junior Technical Assistant (Drawing &	1	0	4	4		

		I	Details of Staff		
Sl. No	Name of Post	Per Unit	DOA	Out Source	
	Estimation)				
10	Supervisor	2	0	16	16
11	Surveyor	1	4	0	4
12	Technical Assistant (Surveying)	1	0	4	4
13	Office Manager (Accounts & General)	1	0	8	8
14	Accountant	1	0	8	8
15	Computer Assistant	1	0	8	8
16	Office Attendant	2	0	16	16
17	Night Watch Man	1	0	8	8
18	Office upkeep Staff	1	0	8	8
Total (	Total (C)		39	105	144
Grand	Grand Total         62         57         160		217		

Note:\*If the DoA is unable to provide the official for the post of Finance Officer in the State PMU, the PMU shall engage a Finance Officer for performing the role and responsibilities from amongst the retired persons.

# 2.9 Roles and Responsibilities

The job responsibilities of the different functionaries relating to the PMU are described hereunder.

### **Department of Agriculture (DoA)**

The DoA is the nodal agency for HPCDP. It shall work as a channel between the Executive Committee and the PMU in respect of all necessary communication, correspondence and related matters in respect of the Project with relation to communication/ note/ report, etc. sent and received by the PMU, whereas in some aspects like reimbursement claims and routine budget forecast, the PMU shall communicate directly with JICA.

#### **Executive Committee**

The Executive Committee will govern the activities of the PMU. It will be responsible for the overall supervision of the implementation of the Project activities. The specific responsibilities of the Executive Committee will be:

• Review and approve annual plan of operation and budgetary allocations;

- Provide overall guidance and supervision for administrative and financial management of the project;
- Study the monitoring reports on project progress and initiate steps, as may be necessary, to rectify or remedy any defect or deficiencies identified in these reports; and
- Report to the Governing Council on the progress and issues, if any, in regard to implementation of the project, as well, submit the annual plan of operation and budget for consideration and approval.

# **Finance Committee**

The Finance Committee shall have:

- Full power to accord financial sanctions for the purchase of various inputs, goods, equipments, services, etc. required for execution of project works.
- Full powers for financial sanction for infrastructure viz. buildings, access roads, irrigation schemes, collection centers or any other infrastructure.
- Full power to accord financial sanction for all other expenditure required for implementing the project/ development activities.

The Finance Committee may delegate its financial power or part thereof to the Chairperson, or the Project Director of the PMU or its members and / or to a committee/ group or any other officer of the society/ project as it deems fit.

### **Project Director**

The Project Director shall be the Principal Executive Officer of the Project and shall be responsible for proper administration of the affairs and funds of the Project and efficient implementation including management of procurement and budget, preparation and production of annual progress reports and financial statement and monitoring/ evaluation of the Project, in a mission mode under the directions and guidance of the Chairperson of the Executive Committee. The Project Director shall exercise all the technical, administrative, financial and disciplinary authority powers as delegated to him/her by the GoHP/ Governing Council/ Executive Committee/ Finance Committee of the Society.

For the effective discharge of his/her functions he/she shall have powers to:

- Prescribe the duties of the officers and staff of the Project.
- Exercise such supervision and disciplinary control, as may be necessary.
- Coordinate and exercise general supervision over the activities of the Project including the District and Block PMU offices.

- Conduct meetings of the PMU and its committees and keep a record of proceedings of these meetings in accordance with the rules.
- Exercise financial, technical and administrative powers as delegated to him/her by the Executive Committee.
- Discharge such other functions as may be or may already have been assigned to him/her by the GoHP, Governing Council/ Executive Committee/ Financial Committee in furtherance of the objectives of the Project.
- Prepare budget and appropriation proposals for JICA funded HPCDP for consideration and approval by Executive Council/ GoHP.
- Submit all reports and returns to the Executive Council/ Government (Monthly/ Quarterly/ Annual Progress reports).
- Exercise all powers delegated to him/her by the Executive Committee/ Governing Council/ GoHP and is directly answerable to the Executive Committee/ Governing Council/ GoHP being head of the State PMU.

# **Deputy Project Director (Agricultural Extensions)**

- Assist Project Director in planning, implementation, review and monitoring and evaluation of all extension activities.
- Arrangements of inputs as per requirements of District Level PMU.
- Assist Project Director to maintain linkage with different agricultural institutions.
- Organize state level training programs and other activities.

# Deputy Project Director (Soil and Water Conservation)

- Assist Project Director in all matters of administration and formulation of policy, plan and rules.
- Scrutinize notes of dealing hands relating to engineering, soil and water conservation and record where necessary note, comments and suggestions.
- Submit the cases relating to soil and water conservation to Project Director for approval/ further necessary action.
- Direct subordinate staff for survey, investigation and collection of data relating to engineering works.
- Ensure all plan and estimates of engineering nature is properly checked, corrected if necessary and authenticated in consultation with Project Management Consultant.
- Accord technical sanction of plan and estimates of engineering works as may be delegated from time to time.

- Provide technical support and cooperation to the District Project Managers in smooth and timely implementation of engineering activities.
- Supervise/ inspect the engineering sub-projects and impart technical guidance for the construction of mechanical structure, as and when required.
- Any other responsibility which may be assigned from time to time.

# Subject Matter Specialist (Training and Monitoring Coordinator)

- Coordinate, oversee and assist in organizing trainings.
- Coordinate, oversee and direct monitoring of progress of the project.
- Assist the Deputy Project Directors in providing technical inputs, as and when required, for implementation of the project.
- Act as information officer.
- Examine and response to grievances/ complaints received.

# **Finance Officer**

- Frame budget estimates of receipts and expenditure, scrutiny of proposals for new expenditure.
- Exercise check on receipts and accounts of stores and stocks.
- Ensure that correct financial procedures are followed, expenditure and receipts are properly accounted for, financial powers are complied with and cannons of financial propriety are strictly adhered to.
- Carry out internal check of financial transactions.
- Check all payment invoices and, if found in order, process the payment.
- Deduct income tax as applicable on payments made, deposit the tax with income tax authorities, and maintain record thereof.
- Prepare financial statements and accounts.
- Dispose of important reference relating to finance and accounts.
- Advise the Deputy Project Directors in the matter of tenders for supplies and works and agreements thereof.
- Dispose of audit paragraphs.

# **District Project Managers**

 District Project Manager (DPM) will be overall in charge of the project implementation at district unit.

- DPM shall exercise financial, administrative and technical powers of district level officers i.e. Deputy Director of Agriculture, and shall be controlling officer of the staff working in their units. They shall also continue to perform the duties and enjoy powers as may be or may have been assigned to them by the GoHP/ Executive Committee/ Finance Committee or the Project Director PMU State Level.
- Planning and implementation of Block PMU wise project program.
- Arranging and stocking of all project materials including agriculture inputs as per requirement of Block PMU.
- Effective control of Block PMUs and timely monitoring and evaluation of project program.
- Component wise reporting of the achievements every month to the Project Director.
- To obtain approval of Detailed Project Reports from State Level PMU.
- Monitoring of infrastructural development and extension programs with the help of Subject Matter Specialist and Assistant Engineer.
- Review availability of seed, fertilizer, plant protection material and other inputs.
- Review plant protection measures and sale stock position from time to time including private sale.
- Participate in the meeting of district level irrigation committee every month in order to sort out and to remove the bottlenecks and to utilize the available irrigation potential.

# Subject Matter Specialist (DPMU)

- Prepare sub-project-wise action plan for agriculture extension activities.
- Assist DPM in planning, implementation, review and monitoring and evaluation of all extension activities.
- Arrange and stock all the inputs at all the points in block, timely and adequately.
- Undertake intensive touring during the campaign period. Inspection of field problems such as diseases, insect pest attacks etc.
- Ensure full utilization of irrigation potential
- Organize field days/demonstrations under various schemes.
- Coordinate with Panchayat Samitees at Block PMU level.
- Prepare information regarding agriculture activities.
- Review and monitor agricultural extension activities under his/her jurisdiction.
- Assist DPM in training programs and related activities

#### **Block Project Manager (BPM)**

The BPM shall be the controlling officer of the Block PMU and shall be responsible for supervision and implementation of the different components and sub-projects of HPCDP. He shall also coordinate, as necessary, with other government departments and agencies to facilitate the project implementation. Further, BPM shall be responsible for supervision and guidance of the community motivator and for initiating formation of Krishak Vikas Associations.

#### **Agriculture Development Officer**

- Guide Agricultural Extension Officers (AEOs) in all agricultural development and extension activities providing latest technological know-how and solutions to the field problems.
- Preparation of Agriculture Extension Officers wise Agriculture Production Program.
- Arranging and stocking all the inputs at all the points in the Block PMU timely and adequately.
- Coordinate stocking of fertilizer/plant protection measures at various sale points in the block with Himachal Pradesh State Co-operative Marketing & Consumers Federation Ltd. (HIMFED)/Cooperative Societies, Himachal Pradesh Horticultural Produce Marketing and Processing Corporation Ltd. (HPMC), HP Agro-Industries Corporation.
- Organize farmers training camps at sub project level with the help of concerned AEO.
- Report shortage of seed, fertilizer etc., if any, immediately to the Block PMU Manager.
- Undertake intensive touring during the campaign period.
- Ensure full utilization of irrigation potential.
- Report the achievement every month to the Block PMU Manager.

### **Agriculture Extension Officers**

- Conduct field survey.
- Assess technological and input requirements of farmer/farmers organizations.
- Arrange inputs and other demonstration material.
- Organization and capacity building of farmers groups.
- Identification of farmer groups need for training, demonstration and exposure visit etc. and organization of training, demonstration and exposure visits, etc.
- Collection of soil samples representing village, panchayat and submission to District Laboratory and ensure distribution of soil health cards.
- Coordination with Panchayats and linkages with other institutions.

 Maintenance of proper records, accounts and submission of periodical reports as required by BPMU.

# **Junior Engineer**

- Prepare sub- project wise development plans
- Prepare estimates of minor irrigation schemes, water harvesting structure (WHS), access roads etc.
- Prepare survey maps and tender documents
- Execute and record measurement of works
- Maintain proper records, accounts and submission of reports
- Technical scrutiny of estimates
- Supervision and quality control of construction works
- Ensure full utilization of created irrigation potential
- Attend to any work that may be assigned from time to time.

# Draftsman

- Scrutinize all the estimates, drawings, designs etc. pertaining to minor irrigation schemes, all type of building works, farms road works etc. duly received from the district level Project Management Unit.
- Assist the Circle Head Draughtsman to maintain the record of all contract agreements regarding the extension of irrigation/civil works.
- Process the tender work pertaining to all components of works to be executed under the Project.
- Process all technical sanctions in respect of civil/irrigation works. Also, deal with the progress
  reports of works to be executed under the Project and also check/process the measurement
  books of works, if any.

### Junior Draftsman

- Assist the Circle Head Draughtsman / Draughtsman to perform the duties mentioned above.
- Maintain the drawings and production of blue prints of proposals etc.
- Maintain the record of all estimates, closed correspondence files and drawing stationery / equipment, etc.

### Surveyor

• Assist in preparation of sub- project wise development plans

- Conduct field survey for preparation of estimates of minor irrigation schemes, WHS, access roads etc.
- Prepare all kinds of survey and allied maps, L-section, cross sections etc.
- Assist in preparation of tender documents and execution of works
- Maintain proper records, accounts and submission of reports
- Attend to any work that may be assigned from time to time.

The responsibilities and job descriptions of different outsourced functionaries of the PMU are given in **Table 2-2**.

Sl. No.	Name of Post	Job Description
1	Agriculture Expert	<ul> <li>To guide field functionaries to provide latest technical knowhow and solution to field problems;</li> <li>To create awareness regarding diversified agriculture, and allied activities in the allotted units;</li> <li>To prepare sub project wise development plans;</li> <li>To organize sub-project wise farmers training camps, demonstrations and field days;</li> <li>To arrange capacity building of farmers' groups;</li> <li>To ensure full utilization of created irrigation potential;</li> <li>To co-ordinate with Panchayats and linkage with other institutions;</li> <li>To ensure timely arrangement of agricultural inputs;</li> <li>To attend to any work that may be assigned from time to time.</li> </ul>
2	Agriculture Officer	<ul> <li>To create awareness regarding agriculture, crop diversification, extension and allied activities in the allotted units;</li> <li>To assist in preparation of sub-project wise development plans;</li> <li>To establish sub-project wise demonstration plots;</li> <li>To assist in organizing sub project wise field day program;</li> <li>To identify and arrange capacity building of farmer groups;</li> <li>To conduct field survey;</li> <li>To maintain proper records, accounts and submission of reports;</li> <li>To attend to any work that may be assigned from time to time.</li> </ul>
3	Construction Engineer	<ul> <li>Preparation of survey maps and tender documents;</li> <li>Preparation of estimates of Minor Irrigation Schemes, WHS, Farm Access Roads etc.;</li> <li>To execute and record measurements of works;</li> <li>To maintain proper records, accounts and submission of</li> </ul>

 Table 2-2: Job Description of Staff Provided by External Agency

Sl. No.	Name of Post	Job Description
		<ul> <li>reports;</li> <li>To carry out technical scrutiny of estimates;</li> <li>To undertake supervision and quality control of construction works;</li> <li>To ensure full utilization of created irrigation potential;</li> <li>To prepare sub-project wise development plans;</li> <li>To attend to any work that may be assigned from time to time.</li> </ul>
4	Design Engineer	<ul> <li>To prepare sub-project wise development plans;</li> <li>To prepare detailed design and engineering estimates of Minor Irrigation Schemes, WHS, Farm Access Roads, etc.;</li> <li>To prepare survey maps and tender documents;</li> <li>To inspect and test check measurements of works;</li> <li>To maintain proper records, accounts and submission of reports;</li> <li>To carry out technical scrutiny of estimates;</li> <li>To undertake quality control of construction works;</li> <li>To ensure full utilization of created irrigation potential;</li> <li>To attend to any work that may be assigned from time to time.</li> </ul>
5	Technical Assistant (Surveying)	<ul> <li>To assist in preparation of sub-project wise development plans;</li> <li>To conduct field survey for preparation of estimates of Minor Irrigation Schemes, WHS, Farm Access Roads, etc.</li> <li>To prepare all kinds of survey and allied maps, L-section, cross sections etc.</li> <li>To assist in preparation of tender documents and execution of works;</li> <li>To maintain proper records, accounts and submission of reports;</li> <li>To attend to any work that may be assigned from time to time</li> </ul>
6	Assistant Agriculture Expert (Monitoring & Evaluation)	<ul> <li>To prepare/ identify evaluation indicators;</li> <li>To prepare plans for the mid/end term evaluation;</li> <li>To assist training and monitoring coordinator for day to day works;</li> <li>To maintain proper records, accounts and submission of reports;</li> <li>To attend to any work that may be assigned from time to time.</li> </ul>
7	Supervisor	<ul> <li>To assist in preparation of sub-project wise development plans;</li> <li>To conduct day to day field supervision of Minor Irrigation Schemes, WHS, Farm Access Roads, etc.</li> <li>To assist the field staff in surveying etc.</li> <li>To assist in preparation of tender documents and execution of works;</li> <li>To maintain day to day proper records, accounts and submission of reports;</li> <li>To attend to any work that may be assigned from time to time.</li> </ul>

Sl. No.	Name of Post	Job Description
8	Technical Assistant (Drawing & Estimation) [TA(D&E)]	<ul> <li>To assist in preparation of sub-project wise development plans;</li> <li>To prepare drawings, estimates of Minor Irrigation Schemes, WHS, Farm Access Roads, etc.</li> <li>To prepare, L-section, cross sections etc.</li> <li>To prepare of tender documents;</li> <li>To maintain proper records, accounts and submission of reports;</li> </ul>
9	Junior Technical Assistant (Drawing & Estimation)	<ul> <li>To attend to any work that may be assigned from time to time.</li> <li>To assist and support the TA(D&amp;E) in preparation of sub- project wise development plans, drawings, estimates of minor irrigation schemes, WHS, access roads etc., preparation of L- section, cross sections etc., tender documents, maintenance of proper records, accounts and submission of reports;</li> <li>To attend to any work that may be assigned from time to time.</li> </ul>
10	Accountant	<ul> <li>To maintain cash book, ledgers and allied documents;</li> <li>To handle and maintain records relating to establishment;</li> <li>To handle office store and stock;</li> <li>To handle bank account, reconciliations, taxes/ vats etc.</li> <li>To assist in audit, accounts and payments;</li> <li>To ensure IT system operations;</li> <li>To assist in handling of tender documents;</li> <li>To maintain proper records, accounts and submission of reports;</li> <li>To attend to any work that may be assigned from time to time.</li> </ul>
11	Office Manager (General & Accounts)	<ul> <li>To ensure human resource management of staff;</li> <li>To ensure documentation management, utility management, financial system management(audit, accounts, payments);</li> <li>To ensure IT system operations;</li> <li>To assist in preparation of budget, utilization reports, monthly financial MIS and tender documents;</li> <li>To maintain proper records, accounts and submission of reports;</li> <li>To attend to any work that may be assigned from time to time;</li> </ul>
12	Computer Assistant/ Data Entry Operator	<ul> <li>To ensure IT system operations;</li> <li>To assist in preparation and typing of budget, utilization reports, monthly financial MIS and tender and allied documents;</li> <li>To make requisite entries of MIS &amp; GIS data;</li> <li>To assist in maintaining proper records, accounts and submission of reports;</li> <li>To attend to any work that may be assigned from time to time;</li> </ul>

Sl. No.	Name of Post	Job Description		
13	MIS /GIS Operator	<ul> <li>To prepare sub project wise development plans;</li> </ul>		
		<ul> <li>Designing &amp; preparation of estimates of Minor Irrigation Schemes, WHS, Farm Access Roads, etc.</li> </ul>		
		<ul> <li>To guide field staff/office staff in preparation of survey maps and tender documents;</li> </ul>		
		<ul> <li>To execute and record measurement of works;</li> </ul>		
		<ul> <li>To maintain proper records, accounts and submission of reports;</li> </ul>		
		<ul> <li>To carry out technical scrutiny of estimates;</li> </ul>		
		<ul> <li>To inspect and supervise and undertake quality control of construction works;</li> </ul>		
		<ul> <li>To ensure full utilization of created irrigation potential;</li> </ul>		
		• To attend to any work that may be assigned from time to time.		
14	Office Attendant	• To carry and deliver the Dak within and outside the office;		
		<ul> <li>To ensure cleanliness and general upkeep of office and of the furniture, fixture and equipment wherein posted;</li> </ul>		
		<ul> <li>To perform miscellaneous job related to routine office work for officers/officials;</li> </ul>		
		<ul> <li>To keep watch and ward and to take precautionary measures relating to prevention of fire, theft and damage to government property;</li> </ul>		
		• To attend to any work that may be assigned from time to time.		
15	Driver	• To drive and maintain the vehicle in good condition;		
		<ul> <li>To maintain log book and related documents of the vehicle;</li> </ul>		
		• To carry out /attend the minor repair/ faults.		
16	Office up Keep	<ul> <li>To sweep and mop the floors of the office;</li> </ul>		
	Staff (Part time)	• To clean and wash the toilets, etc.		
		<ul> <li>To dust and clean tables/ chairs, etc. and allied accessories / equipment.</li> </ul>		

# 2.10 Staff Regulations

The procedures for selection of officers / staff (Class-I & II) will be as under:

# 2.10.1 Project Director

In case of selection to the post of Project Director, the process will be initiated by the Principal Secretary, Agriculture, GoHP after getting recommendation from Department of Agriculture, GoHP.

#### 2.10.2 Officers and Staff

- The process for selection and filling up the posts will be initiated at least 3 months before the expiry of the period of service of the existing incumbent (s).
- Project Director shall initiate the process by seeking from the Head of the Department concerned a panel of names to be filled on secondment or deputation to the PMU.
- Project Director shall forward the panel to the Administrative Department for placing the officer on secondment to the PMU.
- The initial period of transfer on deputation of the officers / staff shall be three years but GoHP may extend it by another two years on the recommendation of the Project Director depending upon the performance of the incumbent (s).
- The Project Director is also empowered to transfer / redeploy Class- I and Class- II staff within the PMU or repatriate them before completion of tenure to the respective parent departments with the prior approval of the Executive Committee.

#### 2.10.3 Subordinate Staff

- The selection of regular subordinate staff shall be done by a committee comprising of Project Director as the Chairman, District Project Managers as Members and Deputy Project Director (Soil and Water Conservation) as the Member Secretary.
- The Project Director is also empowered to transfer / redeploy subordinate staff within the project or to recommend repatriation of the staff before completion of tenure to the respective parent departments.

# 2.11 Contractual Outsourcing of Personnel

The PMU is empowered to seek replacement of the personnel provided by the outsourced agency who are not performing as per expectations. The performance of the outsourced personnel shall be reviewed periodically.

#### 2.12 General Conditions of Service

Officers and staff on secondment basis to the PMU from other departments of GoHP shall be governed by the Fundamental Rules and Supplementary Rules (FR & SR) / other service rules as applicable to employees of GoHP.

### 2.13 Code of Public Behavior

All officers and staff working in the PMU are under obligation to observe confidentiality, impartiality and discipline similar to that required from civil servants. Employees shall not, in the performance of their duties, engage in political or religious propaganda, etc.

### 2.14 Performance Appraisal System

The Annual Confidential Report for all officers and staff in the PMU deputed from GoHP shall be initiated by the authorized officers (BPM in case of BPMU, DPM in case of DPMU and PD in case of SPMU). The appraisal shall be reviewed and accepted by the next higher competent authority in the hierarchy as per the existing rules and procedures of the State Government in this regard.

### 2.15 Disciplinary Matters

#### Officers and Staff Deputed from DoA

The Project Director will initiate an enquiry against any delinquent officers/staff and submit the enquiry report to the Head of the Department to take suitable action in case of Non-Gazetted officers deployed from DoA. In case of Gazetted officers, the Head of the Department will forward the case to the appointing authority with his recommendations.

#### Officers and Staff Deployed through Outsourced Agency

For officers and staff provided by an outsourced agency the Project Director is empowered to take appropriate action if their performance is not satisfactory.

All inquiries will be conducted in a time bound manner.

#### 2.16 Capacity Building Interventions

For all the staff of the PMU to understand and have proper appreciation of the Project and obtain knowledge/skills required for smooth execution of their respective tasks, regular trainings, field visits will be organized by the PMU.

**Trainings**: Training programs will be designed based on the Training Needs Analysis (TNA) so that contents, modules and training curriculum currently meet the needs of the trainees concerned. Resource persons can be hired by the PMU for training sessions from within and outside the State. For providing training, the concept of 'Training of Trainers' will be adopted.

**Field Visits**: Field visits for selected PMU staff members will be conducted from time to time during the project period. These tours will be planned and undertaken under the initiatives of the PMU. These field visits will consist of visits to other schemes relevant to the Project within or outside the State to share experiences and learn relevant lessons.

**Overseas Exposure Visits:** The officers and staff of PMU and DoA, who are directly engaged in implementation of the Project will be eligible for overseas training / exposure tours to acquaint with the latest irrigation and other related farm technologies. The officers and staff will be deputed on overseas training / exposure visits as per the regulations of GoHP and after obtaining necessary approval of JICA, New Delhi office.

In addition, Human Resource Development and Total Quality Management Technique interventions may be arranged by the PMU for reinforcement of personal association of various stakeholders with the project.

### 2.17 Project Management Consultant (PMC)

To reinforce the implementation capacity of the PMU, as well as, to ensure technical assistance and quality control of the Project, a team of consultants will be procured by the PMU and will be referred to as Project Management Consultant. The PMC will assist the PMU in improvement of processes and procedures for project implementation at the state, district and block levels.

The scope of work of the PMC will be determined by the PMU in consultation with JICA. A sample Terms of Reference for the PMC is provided in Attachment 10 of the Memorandum of Discussions dated 1 October 2010 among the Ministry of Agriculture, Government of India, Department of Agriculture, GoHP, and JICA.

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#### 3.1 Types of Procurement

Procurement by the PMU for HPCDP can be classified into- (a) construction works, (b)supply of materials or goods, which also include durable items like office furniture, IT Equipments, Survey & Design Equipments and consumables such as stationeries, etc., and (c) hiring of services, including consultancy. The four principles of "guidelines for procurement under JICA ODA loan" dated March2009": economy, efficiency, non-discrimination among eligible bidders and transparency shall be abided while making procurement of any kind.

#### 3.2 Pre-Procurement Activities

### Specification

Prior to procuring construction works or goods or services, specifications, plan, drawing, design, special requirement or other description pertaining thereto shall be prepared by the PMU. The description referred to shall be based on international standards, where such exist; otherwise, on national technical regulations, recognized national standards or codes.

The technical specifications shall be prepared on the basis of relevant objectives, technical and quality characteristics, and wherever appropriate, in terms of performance rather than design or descriptive characteristics. In preparing the description, unless there exists any other way of mentioning clearly in an intelligible manner the characteristics of the construction works or goods or services, a particular brand, trademark, name, patent, design, type, origin or producer's name shall not be mentioned. If there is no other way than such mentioning, a particular brand, trademark, name, patent, design, type, origin or producer's name shall be mentioned subject to the approval of the Technical Committee to be formed by the Project Director.

The PMU shall prepare description of procurement requirements in conformity with applicable environmental protection legislation. For the purpose of opening tenders or proposals and evaluation of bids the PMU shall constitute a tender committee comprising a minimum of three members.

### 3.3 Procurement Method

Procurement of construction works or goods or services can be made either through (a) international competitive bidding or (b) national (or local) competitive bidding

### **3.3.1 International Competitive Bidding:**

International Competitive Bidding shall be for contracts above Rs. 15 Crores and shall be in accordance with the provision of Section 1.02 and 1.03 of Part I of the Guidelines for Procurement under Japanese ODA Loan, March 2009, as amended from time to time, and outlined in **Annexure 3.1**.

The item-wise procurement methods under the HPCDP are given in Annexure 3.2.

## 3.3.2 National (or local) Competitive Bidding Process

National (or local) competitive bidding shall be for contracts up to Rs. 15 Crores, and for which international bidding is not required in accordance with the agreement with JICA.

While procuring under national or local competitive bidding process, the PMU shall procure by applying any of the following methods, as appropriate:

For procurement of construction works, goods, or other services by inviting:

- Open Bids at National/ Local Level
- Rate Contract of Director General of Supplies & Disposals (DGS&D) or Controller of Stores, GoHP or Public Sector Undertaking (PSU)
- Single Tender System,
- Limited Tender System
- Purchase without Inviting Quotation
- Purchase through Purchase Committees
- Procurement through Users' Committees or Beneficiary Community

All the above-mentioned procurement methods have been explained below:

**Open Bids at National/ Local Level**: An open tender is a bidding process that is open to all eligible bidders (i.e. those who meet the minimum standards of experience, financial ability, managerial ability and work history for a specified class of construction works or supply of goods or services).

**Rate Contract**: In case of rate contract with DGS&D or Controller of Stores, GoHP and PSU, the competitive bid shall not be carried out as the rates are finalized by these institutions after going through the competitive bidding process. Therefore, procurement shall not be construed as single source selection and hence the goods or services can be directly procured.

**Single Tender System:** Procurement from a single source may be resorted to in the following circumstances:

• It is in the knowledge of the PMU that only a particular firm is the manufacturer of the required goods.

- In a case of emergency, the required goods are necessarily to be purchased from particular source and the reason for such decision is to be recorded and approval of competent authority is obtained.
- For standardization of machinery or spare parts to be compatible to the existing sets of equipment (on the advice of a competent technical expert and approved by the competent authority), the required item(s) is (are) to be purchased only from a selected firm.
- For procurement of services when only one firm is qualified or has experience of exceptional worth for the assignment or for very small assignments.

**Limited Tender System:** When the estimated value of the procurement is up to Rs. 25 lakh, procurement through Limited Tender Enquiry may be adopted by inviting at least 3 quotations in the following circumstances by inviting quotations from vendors registered with the PMU:

- The Tender Committee of the PMU certifies that the demand is urgent and any additional expenditure involved by not procuring through advertised tender enquiry is justified in view of urgency and reasons why the procurement could not be anticipated.
- There are sufficient reasons, to be recorded in writing by the Project Director, indicating that
  it will not be in public interest to procure the goods through advertised tender enquiry.
- The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote.
- Provided that the number of supplier / firms in limited tender enquiry to be made shall not be less than three.
- Provided further that efforts shall be made to identify a higher number of approved suppliers to obtain more responsive bids on competitive basis.
- Provided limited tender enquiry to be made shall be sent directly by speed post or registered post or courier or e-mail to firms which are on the list of approved suppliers maintained by the PMU for goods and materials for which the enquiry is made.
- Minimum 2-weeks' time after the date of actual dispatch of limited tender inquiry document shall be allowed for submission of bids in such cases.

**Purchase without Inviting Quotation:** Petty purchases upto Rs. 10000/- per purchase and the amount may be increased upto Rs. 25000/- for purchase of goods and articles of proprietary nature from the manufacturer/ sole agent/ proprietor to maintain reasonable standardization of equipments or spare parts in the interest of compatibility with existing equipments. The authorized officer/committee shall give a certificate as under:

 I/We-----am/are personnel satisfied that the goods purchased are of the requisite quality and specifications and have been purchased from a reliable supplier at a reasonable price. **Purchase through Purchase Committees:** Petty procurements, up to Rs. 1 lakh on each occasion, may be made without obtaining quotations by a Purchase Committee consisting of three members of an appropriate level as may be decided by the Project Director. The said committee shall survey the market to ascertain the reasonableness of rates, quality and specifications and identify the appropriate supplier. However, no procurement in parts shall be made at several times which ought to have been done in one and same occasion.

**Procurement through KVA/ End Users' Sub-Committees:** When the participation by end users or beneficiary community in the procurement results in enhancing the economy, quality or sustainability, such procurements up to a value of Rs. 1 lakh can be effected through end users or beneficiary community committees.

### 3.4 Participation in Procurement Process

#### 3.4.1 Non-Discrimination

The PMU making any procurement shall, to the extent possible, use open bidding procedure and provide equal opportunity to all qualified bidders to participate in such procurement process without any discrimination.

### 3.4.2 Conflict of Interest

A bidder who prepares the specifications or bidding documents for the procurement contract or supervises the execution of a procurement contract, including any affiliate of such a bidder shall not participate in bidding for such procurement contract.

### 3.4.3 Qualification of Bidders

A bidder shall have to fulfill the following qualifications in order to obtain a procurement contract-

- (a) In the case of a contractor/supplier, the qualification criteria set forth in the bidding documents or where prequalification proceedings have been conducted for procurement, the qualification criteria set forth in the prequalification documents, and
- (b) In the case of a consultant the qualification criteria set forth in the documents relating to proposals.

In setting forth qualification criteria in the bidding documents or documents relating to proposals, professional and technical qualifications, equipment availability, past performance, after-sale service arrangements, availability of spare parts, legal capacity, financial resources and condition, punishment for having committed professional offenses and similar other criteria shall be specified.

In setting forth the criteria, no provision can be so made as to allow only a particular class of contractor, supplier, consultant or service provider to participate or to prevent any particular

class of contractor, supplier, consultant or service provider from participating in the procurement process.

(c) Bids, prequalification proposals and consultancy service proposals shall be evaluated only in accordance with the criteria set forth in the bidding documents, pre-qualification documents and in the documents relating to proposals, respectively, and such criteria shall equally be applicable to all bidders without any discrimination.

However, no qualification requirements shall be prescribed for the procurement of a construction work the cost estimate of which is less than Rs. 5 lakh.

(d) The PMU may disqualify a bidder at any time if it finds that the statement submitted by such bidder concerning the qualifications was factually false or substantially incomplete.

Minor errors can be corrected by seeking information, if required and additional information may be obtained from the concerned bidders

# 3.5 Provisions Relating to Bidding for Construction of Works or Supply of Goods

### 3.5.1 Process and Stages of Bidding

In making procurement by bidding, an invitation to bid can be made by the following process:-

- (a) Inviting open bids by determining prequalification (i.e. two stage bidding).
- (b) Inviting open bids without determining prequalification (i.e. single stage bidding).

### 3.5.2 Prequalification and post qualification for bidding

- (1) For procurement of construction of works or supply of goods of complex nature, high value goods or with a view to identify qualified bidders, the PMU may, prior to making invitation to bids, prepare prequalification documents and publicly invite proposals for the determination of prequalification, and follow two-stage bidding.
- (2) The prequalification documents shall set forth the qualification criteria required for prequalification and the method for the preparation of proposal and the manner for the submission thereof.
- (3) The PMU shall provide the prequalification documents required to submit proposal to all persons, firms, companies and organizations that request for such documents.
- (4) The selection of the qualified applicant shall be made on the basis of the qualification criteria set forth.
- (5) If prequalification is not considered necessary for construction works or supply of goods of simple or routine nature, the PMU may carry out post qualification prior to recommending contract award and follow single-stage bidding.

Two-stage biding may be invited in the following conditions:-

- (1) When it is not feasible to define fully the technical aspects of the construction works or goods or services to be procured or the terms and conditions of the procurement contract at the time of the invitation to bid, or
- (2) Because of the complex nature of the goods or construction works or services to be procured, it may be necessary for the PMU to discuss with the bidders about how to resolve the issues related to various technical aspects or the procurement contract and about such technical aspects and conditions of contract and benefits accruing therefrom.
- (3) While inviting the first stage bid, the bidding documents shall state the purpose of procurement, expected performance, broad specifications and other broad features and the qualification of bidders, and state that bidders shall not be required to quote the price in his/her bid and shall submit only technical proposal and comments on the terms and conditions of the proposed procurement contract.
- (4) The PMU may hold discussions with any or all bidders in relation to the bids submitted in response to the invitation to bid made and taking into account the outcome of discussions held, the PMU may do following in relation to the bids submitted:
  - (a) Cancelling a proposal relating to a bid that fails to meet the basic requirements to be met in relation to procurement or fails to ensure minimum performance or fails to ensure to complete the work within the specified period or that cannot be modified to due to any other weakness,
  - (b) Modifying or improving the technical specifications, evaluation criteria and terms and conditions of the procurement contract in order to increase competition,
  - (c) Determining the evaluation system in order to decide the appropriateness of various options submitted by the bidders.
- (5) After the completion of the acts referred above, the PMU shall make invitation to second stage bid. In making such invitation to bid, the bidders whose bids have not been cancelled shall be invited to submit bids along with price in accordance with revised bidding documents.

#### 3.5.3 Preparation of Bidding Documents

- (1) Prior to invitation to bid, the PMU shall prepare the bidding documents.
- (2) The bidding documents shall contain the following matters:-
  - The nature of procurement, time required for procurement and technical specifications thereof,
  - Where bids are invited without carrying out prequalification, the criteria for qualification of bidders.

- Where there is provision of site visit, information relating thereto,
- If any pre-bid conference has to be held prior to submission of bid, information relating to such conference,
- Instructions for preparing and submitting bids, the place for the submission of bids, the deadline for the submission of bids and the place, date and time for the opening of bids,
- Component of price, the currency in which the bid price may be stated,
- The criteria and methodology for the evaluation of bids and the selection of bidder,
- The preferences to be given, if any, to local industrial or service enterprises, construction entrepreneurs and provision relating thereto,
- Where any goods or construction works are to be procured by making separate lots and packages, such lots and packages and the manner of evaluation thereof,
- Where alternatives to the technical specifications are also invited, the manner of evaluation of such alternatives,
- Where a bid can be submitted even only for a portion of the goods, construction works or services to be procured, a description of such portion or portions,
- The validity period of bid,
- The amount, type, acceptable form and validity period of bid security to be furnished, performance or other necessary matters,
- The terms and conditions of the procurement contract and the modality of coming into force of that contract,
- Information that bids shall not be processed in the event of conflict of interest or information relating to legal action for fraud or corruption,
- Provision that the documents proving technical capacity and financial proposal (bid price) have to be submitted, and
- Such other matters determined by the PMU as to be involved in the prequalification documents or bidding documents.
- (3) The PMU shall make available the bidding documents upon collection of the charges as prescribed to any person, firm, organization or company that requests for the bidding documents in accordance with the notice for invitation to bids, and where prequalification is required to participate in the procurement proceedings, to those persons, firms, organizations or companies that have been pre-qualified and request for such documents.

#### 3.5.4 Invitation to Bid

- A notice for invitation to bids or prequalification proposals of more than Rs. 10 Lakhs, shall be published in one English newspaper and one Hindi newspaper of national circulation.
- (2) The notice referred to above shall be placed in the website of the PMU.
- (3) A notice for invitation to bid or prequalification proposal shall contain the following matters:
  - (a) The name and address of the PMU,
  - (b) The nature of and time limit for procurement work and the place of delivery of the goods to be supplied, the services to be delivered and the construction work to be performed,
  - (c) If bid security, as may be determined by the PMU, is required, the amount and validity period thereof along with amount of the security, and the bid security shall be applicable only for construction works and services.
- (4) The place, manner of obtaining the bidding documents or pre-qualification documents, and the fees charged thereof. The fees for obtaining the bid document shall be charged as under:
  - Rs. 500 for a contract value of Rs. 100000-500000
  - Rs. 1000 for a contract value of Rs. 500001-1000000
  - Rs. 1500 for a contract value of Rs. 1000001-5000000
  - Rs. 2000 for a contract value of Rs. 5000001-10000000
  - Rs. 5000 for a contract value of more than Rs. 10000000
- (5) The place, manner, the deadline for the submission of the bidding documents or prequalification documents,
- (6) The place, date and time for the opening of bids, and the participation of the bidders or their authorized agents shall be invited to attend the opening of bid;
- (7) Evaluation criteria of the bids.
- (8) In publishing a notice for invitation of national (or local) competitive bidding the period for the receipt of tenders shall not be less than (21) days from the date of publication and 15 days for the submission of prequalification documents. The period shall not be less than ten (10) days in case of procurement under emergency conditions.
- (9) Any other relevant information

**Explanation 1:** For facilitating promotion and development of Micro, Small, Medium and Large enterprises the PMU may follow the preference policies notified by the State Government from time

to time, in respect of procurement of construction works, or goods or services provided by these enterprises.

**Explanation 2**: A sample notice for inviting Expression of Interest and related bidding documents for construction of works is given in **Annexure 3.3**.

**Explanation 3**: A sample format of bid security in the form of bank guarantee is provided in **Annexure 3.4**.

# 3.5.5 Clarification as to Bidding or Prequalification Documents

- Where any bidder, being unclear about any matter set forth in the bidding documents or the
  prequalification documents, requests, within the time period set out in such documents, for a
  clarification, the PMU shall communicate the information of such matter to all bidders prior
  to the deadline for the submission of bids or prequalification proposals.
- Where the PMU makes any alteration/modification in the information under the bidding documents or prequalification documents, it shall communicate the information relating to such alteration/modification to all bidders that have participated in the procurement proceedings within a reasonable time so as to enable them to take such alteration/modification into account in submitting their bids or preparing their proposals for prequalification.
- Where it is necessary to provide additional time to bidders for the action because of alteration/modification referred above, the PMU may extend the deadline for the submission of bids or prequalification proposals.

# 3.5.6 Deadline for Submission of Bids or Prequalification Proposals

The PMU shall have to so set the deadline for the submission of bids or prequalification proposals to allow sufficient time for bidders to prepare or submit such bids or proposals.

### 3.5.7 Method of submission of Bids

- A bid shall have to be submitted in the specified form, duly signed by the bidder himself /herself or his /her authorized agent, in a sealed envelope by the bidder himself /herself or through his or her authorized agent or by post or courier at such place and within the last date and time as specified in the documents concerned for the submission of bids.
- Bids received after the deadline shall not be processed and such bids shall be returned unopened to the concerned bidder.

# 3.5.8 Withdrawal and Modification of Bid

A bidder may, prior to expiry of the deadline for the submission of bids, make a sealed application for modification to or withdrawal of bid that a bidder has once submitted.

#### 3.5.9 Validity Period of Bid

The validity period of a bid shall be as specified in the bidding documents. The period as referred to shall commence from the deadline for the submission of bids. However, the PMU may, if so required to extend the validity period of bids after the opening of bids, extend the validity period of bids, as required assigning reasons thereof. In extending the validity period of bid, consent of the concerned bidders shall have to be obtained. A bidder who agrees to extend the validity period of his/her bid shall correspondingly extend the validity period of bid security.

The bid security of the bidders, not providing consent to extend the validity shall be returned.

#### 3.5.10 Bid Security or Earnest Money

- (1) A bidder for construction works and services shall provide bid security as given in the bid notice along with the bid.
- (2) The bid security furnished shall be forfeited in the following conditions:-
  - (a) If a bidder requests for modification or withdrawal of bid during the validity period of bid, after the deadline for the submission of bids,
  - (b) If a bidder refuses to accept the correction of arithmetical errors found in the bid,
  - (c) If the selected bidder fails to sign the procurement contract in accordance with the terms and conditions set forth in the bidding documents,
  - (d) Where a bidder fails to furnish the performance security as set forth in the bidding documents within the time for signing the procurement contract,
  - (e) If a bidder has changed the bid price or substantive matter of the bid while providing any information in response to clarification sought by the PMU in the course of examination of bids.
- (3) After the completion of the procurement contract process, the PMU shall return the bid security of the bidder who has signed the procurement contract and the bid security of those bidders whose bid security is not liable to forfeiture.

#### 3.5.11 Opening of Bids and late Bids

The bids shall be opened by the Tender Committee at the time and place specified in the bidding documents on the same day immediately after expiry of the deadline for the submission of bids. Late bids will not be accepted and will be returned to the bidders unopened.

#### 3.5.12 Examination of Bids

- (1) The bids shall be opened by the Tender Committee constituted by the PMU.
- (2) The Tender Committee shall, prior to evaluating the bids submitted, examine the bids in order to ascertain the following matters:-

- Whether documents establishing that the bidder is qualified under law to submit the bid are submitted or not,
- Whether the bid is complete in accordance with the instructions to bidders set forth in the bidding documents or not and whether it is signed by the bidder or by the bidder's authorized agent or not,
- Where a bid security is required to be submitted along with the bid, whether a bid security of such type, period and amount as set forth in the bidding documents is accompanied with the bid or not,
- Whether the bid is substantially responsive to the technical specifications set forth in the bidding documents and the terms and conditions of procurement contract attached with the bidding documents or not.
- (3) In examining the completeness of bids, the following matters shall be examined:-
  - Whether a power of attorney for the authorized agent or local agent of the bidder is submitted or not,
  - Where a joint venture agreement is necessary, whether such agreement is submitted or not,
  - Whether documents establishing the eligibility of the bidder and of goods mentioned by the bidder are submitted or not,
  - Whether necessary documents relating to the qualifications of the bidder is submitted or not,
  - Where the bidding documents require the submission of a rate analysis, whether such rate analysis is submitted or not.
- (4) The Tender Committee may, in the course of examining the bids, ask bidders for additional information, if required.
- (5) The concerned bidder shall have to provide the information sought by the Tender Committee, and in providing such information, no change or alteration in the bid price or other substance of the bid shall be allowed.
- (6) In examining bids invited after determination of prequalification, examination of the qualification of bidder shall be made to ascertain whether or not it conforms to the prequalification.
- (7) While examining the qualification, if the qualification of a bidder is found to be substantially lower than what was at the prequalification stage, the bid of such a bidder shall be rejected.
- (8) If any arithmetical error is found in a bid in examining bids, the Tender Committee may correct such an error, and where, in making such correction, there exists a discrepancy between unit rate and total amount, the unit rate shall prevail, and the total amount shall be corrected as per the same rate.

- (9) Where there is a discrepancy between figures and words in a bid submitted by a bidder, the amount in words shall prevail.
- (10) Where any error is corrected, information of such correction shall be communicated to the concerned bidder.

#### 3.5.13 Non Responsive Bids

Bids having following non-compliance shall not be processed:

- (a) Where it is not sealed,
- (b) Where it is not submitted within the time frame prescribed,
- (c) The bids withdrawn prior to the deadline for submission
- (d) If it is not in accordance with the terms of invitation to bid and bidding documents.

### 3.5.14 Evaluation of Bids

- (1) All submitted bids other than those separated for non-processing shall be included for evaluation,
- (2) Where a bid is found containing minor deviations in the matters such as the technical specifications, descriptions and characteristics etc. so as not to reject the bid, the value of such deviations shall be quantified, to the extent possible, and included in the evaluation of bids,
- (3) Where the value of minor deviations in technical proposal exceeds twenty percent of the bid specification, such a bid shall be deemed to be substantially non-responsive; and shall be excluded from evaluation.
- (4) Where invitation to bid has been made after determination of prequalification, the bids submitted by the bidder other than the pre-qualified bidders shall be excluded from evaluation
- (5) Bids shall be evaluated in accordance with the criteria and methodology set forth in the bidding documents; and in carrying out such evaluation, the bid with the lowest bid price shall be determined by making comparison of the evaluated price of every bid with the evaluated price of the other bids.
- (6) The qualifications of the bidder of the bid having the lowest bid price shall be verified in order to ascertain whether it conforms to the qualification criteria set forth in the bidding documents or not.
- (7) Where on examination, the qualification of the bidder of the bid having the lowest bid price is in conformity with the qualification evaluation criteria set forth in the bidding documents, such bid shall be the lowest evaluated substantively responsive bid. Where,

on examination, the qualification of such bidder is found not to be in conformity with the qualification as evaluation criteria set forth in the bidding documents, such bid shall be excluded from evaluation; and the qualification of the bidder having the next lowest bid price shall be examined on the same grounds respectively.

- (8) The Tender Committee shall prepare an evaluation report stating, *inter alia*, the criteria and methodology of evaluation of the lowest evaluated substantially responsive bid.
- (9) Evaluation of the bids shall generally be on the basis of Quality-Cum-Cost Based System (QCBS) for procurement of services.

**Explanation 1:** QCBS refers to the bid evaluation system that arrives at the score of bids received by applying weightage to quality and cost taking into account the complexity of the works or supplies and then obtaining the final score on weighted basis. Usually, weight for cost shall be in the rage of 10-20 points but in no case shall exceed 30 points out of a total score of 100.

**Explanation 2:** The words "minor deviations" mean such deviations that do not materially depart from the matters such as the technical specifications and descriptions as set forth in the bidding documents.

#### 3.5.15 Rejection of bids or Cancellation of Procurement Proceedings

- (1) The PMU may, in the following circumstances, reject all bids or cancel the procurement proceedings:-
  - If none of the bids are substantially responsive,
  - If the bid price of the lowest evaluated substantially responsive bid is substantially above/low than the cost estimate, or
  - If requisitioned goods, construction works, consultancy services or other services are no longer required.
- (2) No bid shall be rejected or re-bidding shall be invited only for the reason that only a few bids are or only one bid is substantively responsive.
- (3) PMU shall inform to all bidders about the selected bidder. In making re-invitation to bid because of non-submission of any bid in response to an invitation to bid or cancellation of all bids or cancellation of the bid proceedings, the modification shall also be carried out in the bidding documents, technical specifications, cost estimate and terms and conditions of the procurement contract as per necessity by reviewing the reasons for such rejection of bids or cancellation of the bid proceedings
- (4) If it is proved that the bidder has submitted bid by collusion among the bidders, such bid shall be rejected.

#### 3.5.16 Negotiations and Finalization of Procurement Contract

- (1) The PMU may hold negotiations with the lowest evaluated substantially responsive bidders, provided this is indicated in the initial tender notice
- (2) The PMU shall select for acceptance only the lowest evaluated substantially responsive bid.
- (3) After the selection of the bidder, the PMU shall serve a notice or Letter of Acceptance of his or her bid to the concerned bidder.
- (4) The concerned bidder shall have to furnish the performance security and sign the procurement contract within 28 days of the issue of the Letter of Acceptance.
- (5) If the bidder fails to furnish the performance security and sign the procurement contract within the period, the bid security of that bidder shall be forfeited and the bid of the other immediately next lowest evaluated substantially responsive bidder shall be accepted and the procurement contract concluded.
- (6) If even the next lowest evaluated bidder fails to furnish the performance security and sign the procurement contract, the bid of the other immediately next lowest evaluated responsive bidder, shall be accepted and the procurement contract concluded.

### 3.6 **Provisions Relating to Services**

### 3.6.1 Procurement of Consultancy Services

- (1) The PMU may procure consultancy services from any person, firm, organization or company in the following conditions:-
  - If any consultancy work cannot be performed by the human resource available at the PMU, or
  - If a service is required to be obtained from a consultant in accordance with the agreement with JICA,
- (2) In procuring the consultancy services, The PMU shall follow the following procedures.

#### 3.6.2 Expression of Interest and Short Listing

- (1) Where it is required to procure consultancy services, the PMU shall, in order to solicit expression of interest from the persons, firms, organizations or companies that are interested in providing such consultancy services, publish a notice in one English newspaper and one Hindi newspaper of national circulation, giving a period of at least twenty one days, setting out the purpose, scope and duration of the work.
- (2) The notice shall also be placed in the website of the PMU.
- (3) International level expression of interest shall be invited in the following circumstances:-

- If the consultancy service as requisitioned by the PMU is not available under competitive price from more than one consultant within India,
- If no proposal has been submitted in response to invitation to national level proposal for the procurement of consultancy services, and the services have to be procured from any foreign consultant,
- If it is necessary to obtain services from a consultant by soliciting international expression of interest in accordance with the agreement with JICA.
- (4) While soliciting expression of interest, notice shall be published in English language.
- (5) The PMU shall, upon evaluation, *inter alia*, of the qualification, experience and capacity of the intending bidders who submitted the expression of interest, make selection of generally three to six intending bidders who can provide such consultancy services and prepare a short list.
- (6) Where it is required to procure consultancy services, the PMU may prepare a list of the persons, firms, organizations or companies that can provide such services and shall solicit proposals from the persons, firms, organizations or companies that have been short listed.

A sample copy of notice for expression of interest and related bidding documents for consulting services is given in **Annexure 3.5**.

### 3.6.3 Soliciting Proposals for Services

- (1) After a short list has been prepared, the PMU shall request for proposals from short listed bidders, by giving a period of at least fifteen days, sending the documents relating to proposal to the bidders who are short listed.
- (2) The documents relating to proposal shall contain the following matters:-
  - The name and address of the PMU,
  - The nature of the services to be procured, the time and place when and where the services are to be provided, the terms of reference of the services, the task to be completed and expected outputs,
  - Instructions to bidders to prepare proposal,
  - Instructions that the technical and the financial proposals have to be sealed in separate envelopes, each of which has to clearly indicate outside it the type of proposal and that both envelopes have then to be sealed in a separate envelope and that the required services have to be mentioned thereon,
  - Technical and financial evaluation weightage,

- The criteria and weightage marks for the evaluation and comparison of proposals,
- Conditions of the procurement contract,
- The place, date and time for the submission of proposals,
- Method for the selection of proposals,
- Statement that proposals shall not be processed in the event of conflict of interest and information relating to legal action if fraud or corruption is committed.
- (3) In the documents relating to proposals, the criteria for the evaluation of proposal shall be set forth as required for the evaluation of technical proposal:-
  - Experience of consultants in the task to be performed by consultants,
  - The quality of proposed methodology for the performance of task by the consultants,
  - The qualifications of the proposed key human resource,
  - Provision of knowledge and technology transfer,
- (4) In the documents relating to proposals, which of the following methods shall be used for the selection of proposals shall be set forth:-
  - Cost Based Selection.
  - Quality Based Selection,
  - Combined Quality-Cum-Cost Based System,
- (5) Where the nature of the consultancy services to be procured is exceptionally complex or such services are likely to have considerable impact on future projects or the economy, the selection of proposals may be made exclusively on the quality based selection method.

### 3.6.4 Opening of Proposals

- (1) After the expiry of the deadline for the submission of proposals, the Tender Committee constituted by the PMU shall open outer envelope of the proposals received from the bidders in public and the sealed envelopes of technical and financial proposal shall be separated.
- (2) Out of the envelopes separated, the Tender Committee shall open the technical proposals, and the envelopes of financial proposals shall be kept safely apart unopened.

#### 3.6.5 Evaluation of Technical Proposal

The technical proposal shall be evaluated by the Tender Committee in accordance with the evaluation criteria as prescribed in the documents relating to the proposal.

#### 3.6.6 Opening of Financial Proposal

The financial proposals of only those bidders who have been qualified from the evaluation of technical proposals shall be opened by the Tender Committee in public.

#### 3.6.7 Evaluation of Financial Proposal

The financial proposal opened shall be evaluated by the Tender Committee as provided hereunder:-

- Where quality and cost method is applied to select the proposal, the technical and financial proposals shall be evaluated in a combined form and the proposal of the bidder who obtains the highest marks in such evaluation shall be selected.
- Where quality method is applied to select proposal, only the proposal of the bidder obtaining the highest marks in the technical proposal shall be selected.
- Where fixed budget method is applied to select proposal, a proposal having cost above such budget ceiling shall be rejected and the proposal of the bidders who obtains the highest technical marks after falling within such budget ceiling shall be selected.
- Where least cost method is applied to select proposal, the proposal of a bidder having the lowest cost out of the bidders having obtained minimum qualifying marks prescribed for being successful in the technical proposal shall be selected.

### 3.6.8 Rejection of Proposal and Cancellation of Procurement Proceedings

The PMU may reject all proposals or cancel the procurement proceedings in the following conditions:-

- a) If all the received proposals are not substantially responsive to the terms of reference,
- b) If the cost offered by the selected bidder is substantially more or less than the cost estimate and available budget,
- c) If the consultancy service is no longer required or,
- d) If it is proved that the bidders have submitted the proposal by mutual collusions.
- e) However, the proposal of those bidders who have not colluded may be processed.

Notwithstanding any of the causes stated from (a) to (e) above, the PMU may reject all proposals or cancel the procurement proceedings, without assigning any reason.

#### 3.6.9 Negotiations for Procurement of Services

 Negotiations with the bidder selected may be held in the matter of terms of reference and scope of the proposed services, progress report and facility to be made available by the PMU.

- Negotiations in relation to the financial proposal cannot be held with respect to the remuneration of professional experts except when the cost exceeds the fixed budget. However, negotiations may be held with respect to the reimbursable expenditure.
- If an agreement acceptable to both the PMU and the bidder could not be reached from the negotiations held, the PMU may negotiate with the bidder having obtained the next highest marks and the proposal with the bidder having the next lowest cost, as the case may be.

# 3.6.10 Procurement Contract and Terms and Conditions thereof

- The proposal of the bidder who has reached the agreement from the negotiations shall be selected for acceptance.
- Within seven days of selection of proposal, the PMU shall serve a notice or Letter of Acceptance to the bidder so selected, and shall be asked to sign the contract within stipulated time.
- If the bidder does not attend within the stipulated period to conclude the contract, the PMU may hold negotiations, respectively with the bidder having obtained next higher marks or with the next bidder having the lowest cost, as the case may be, and conclude the contract with such bidder.

# 3.7 Contract Implementation

# 3.7.1 Contents of Procurement Contract Agreement

In making procurement, the PMU shall conclude a procurement contract in accordance with the following procedures -

The procurement contract shall include the set of conditions which are attached to the bidding documents or request for proposals. The conditions shall include, inter alia, the following information:

- The names, addresses, telephone/fax numbers, contact persons of the parties to the contract;
- The scope of the procurement contract;
- Order of priority of contract documents;
- Contract price or its mode of determination;
- Conditions of acceptance;
- Conditions and mode of payment;
- Force majeure;
- Price adjustment;
- Provisions regarding contract termination;
- Fair claim settlement and dispute resolution mechanism; and
- Applicable law
In addition to the above conditions, the agreement should also contain the following:

**A. Enforcement of the Procurement Contract**: A written signed procurement contract will be applicable from the date on which the signatures of both the PMU and the successful bidder are affixed to it.

**B.** Contract Amendments: Unless otherwise provided for in the procurement contract, a procurement contract may be amended by written consent of both the parties subject to non-alteration of the basic nature or scope of the work, provided that the procurement contract need not be amended in issuing a variation order or making price adjustment.

**C. Variation Order:** Unless otherwise provided in the procurement contract, if the circumstances that could not be foreseen at the time of signing of procurement contract, arise in the course of implementation of the procurement contract, the competent authority may, by stating clear reasons thereof, issue a variation order for a variation as per the requirement. The variation order shall be issued in the following manner:

To be so issued as not to change the basic nature or scope of the concerned work;

Arrangements for budget has been made and;

Approval of the competent authority has been obtained.

**D. Price Adjustment in Procurement Contract**: Unless otherwise provided in the procurement contract, if price needs to be adjusted in the course of implementation of a procurement contract having duration exceeding eighteen months the competent authority may adjust the price. Provided that where a procurement contract has been concluded to procure construction works or goods or services following the invitation of open bidding and the price of any raw material is increased or decreased unexpectedly by more than ten per cent of the previous price, price may be adjusted. Price adjustment cannot be made where the goods, works or services under the contract are not supplied within the period prescribed in such contract and has taken more time due to the delay by the person who has obtained the procurement contract or if the procurement contract is concluded on the basis of lump sum contract or fixed budget.

**E. Payment of Bill or Invoice:** PMU shall make payment of the bill/invoice in accordance with the provisions of the procurement contract.

**F. Mechanism for dispute settlement:** The procurement contract shall provide the mechanism for resolution of disputes arising between the parties to the contract. The parties to the contract shall use their best efforts to settle amicably all disputes arising out of or in connection with the contract or its interpretation. In relation to the supply of goods, works and services, the procurement contract may provide that any dispute between parties to the contract will be resolved through arbitration or in accordance with the procedure provided for, if any, in the procurement contract and if not provided for, in accordance with the Indian Arbitration and Re-conciliation Act, 1996(Act No. 26 of 1996.)

**G. Provision Concerning Extension of Contract Period**: Provisions concerning the extension of period of procurement contract shall be as provided in the procurement contract concerned. However, if the period of procurement contract is to be inevitably extended due to *force majeure*, failure of the PMU to make available the materials (to be made available by it) or other reasonable causes, the competent authority may extend the period on the prescribed grounds upon submission of application by the person obtaining the procurement contract.

#### H. Termination of Procurement Contract and Remedy Therefore:

- 1. The procurement contract shall specify the grounds on which such contract may be terminated. The main grounds for termination may be the following:-
  - The PMU may terminate the procurement contract if the supplier, consultant, service provider or the contractor breaches the provisions and terms & conditions of the procurement contract,
  - On the grounds of convenience for public interest, and
  - The procurement contract may be terminated for force majeure.
- 2. A procurement contract agreement shall include along with the following matters the provision of financial settlement and compensation to be made in the event of termination of the procurement contract:-
  - If payment is remaining to be made for the value of work, supply or service that has already been satisfactorily completed, payment thereof,
  - Liability to be borne by a defaulting supplier, consultant, service provider or contractor for the increased cost to be incurred by the PMU to carry out or cause to be carried out the work under the procurement contract,
  - Amount of the actual loss sustained by the supplier or consultant or service provider or contractor due to the termination of the procurement contract by the PMU without any default on the part of former party to the contract,
- 3. Unless otherwise provided in the procurement contract, for public interest, the PMU may terminate a procurement contract on the grounds of convenience.
- 4. Where a procurement contract has been terminated, the PMU shall pay the value for the following work that has been completed prior to the termination of the said contract:
  - Legitimate payment due under the contract,
  - Where expenditure is to be paid on reimbursement basis, such expenditure as actually incurred, and
  - The price of the goods specially manufactured for the PMU under the procurement contract.

**I. Public Notice of Procurement Contract:** After a procurement contract has been concluded, the PMU shall publish the same in its website.

**J. Jurisdiction of Contract**: Any dispute or disagreement which cannot be resolved by both parties and any controversy or claim or dispute otherwise arising in connection with this contract or breach thereof, shall be referred to an arbitrator to be agreed between the parties, or failing such agreement will be referred to the Court in Himachal Pradesh having jurisdiction over the location of the state level office of the PMU.

A sample of consultancy service agreement is set out in Annexure 3.6.

#### 3.8 Use of Electronic Processing System in Procurement

The PMU may provide a mechanism for inviting a proposal for pre-qualification, Expression of Interest and Request for Proposal for supply of goods or services through the electronic means as provided under the Information Technology Act, 2000 as amended in the year 2008. The procedure for e-procurement is described below.

#### 3.8.1 E-Procurement Procedure

- (1) Subject to the rules and procedures of the State Government for e-procurement system, the PMU may purchase goods and materials or services using internet for procurement above the value of Rs. 10, 00,000.
- (2) When using e-procurement system, the PMU shall, as in case of traditional tendering process, follow the under-mentioned steps in an electronic form
  - Raise indents as per the requirements
  - Approve indents online
  - Create and publish Notice Inviting Tender
  - Sell tender documents
  - Receive bids
  - Evaluate bids
  - Award purchase order or contract
- (3) When the PMU purchases goods and materials or services through e-procurement system, it shall ensure the following:
  - Security features to ensure that all activities are logged, no unauthorized person has access to data, all sensitive data is encrypted, and the system can be restored in a minimal possible time in case of a disaster or system crash.

- Data encryption to support all price bids received against a tender enquiry are encrypted at the database level; and login passwords of all the users and the suppliers are also encrypted at the database level.
- Process validation so that a user cannot view the commercial bid of a supplier till the technical evaluation of the tender is complete and the date and time specified for the opening of the commercial bid is due.
- The entire solution shall be placed behind a firewall and intrusion detection system that protects it against unauthorized access and hackers.
- (4) In order to meet the requirements stated above, the PMU shall install e-procurement trust tools, such as, digital signatures and verification tools, bid encryption and decryption process, digital permission for e-tender box opening, etc.

### 3.9 Construction Management Activities

The activities for construction management are described below:

#### 3.9.1 Inspection

- (i) The Block Project Manager or such officer, as may be authorized by him/her, shall inspect all the construction works within the jurisdiction of the Block PMU, while the work is in progress. The Block Project Manager shall draw up a quarterly program of inspection of all works in his/her jurisdiction area. A copy of this program shall be sent to the District Project Manager.
- (ii) The District Project Manager and/or any officer of State PMU and representative from PMC, as authorized by the Project Director, shall from time to time, inspect the construction works and exercise technical control and provide advice or instructions, on technical matters. The District Project Manager shall also draw up a program for inspection of various works in his/her district. In particular, for contracts accepted by State Level PMU and for other important works, the program for inspection shall be so drawn that the District Project Manager and any other officer, as authorized by the Project Director, inspects at least once at each of the stages during the execution of each work.
- (iii) All the officers shall ensure issue of inspection notes/instructions after their inspection. These may be issued by way of recording the instructions in the Inspection Register at site, or by issue of inspection notes, a copy of which is required to be pasted in the Inspection Register. The inspection notes of the District Project Manager and other officers, during the stages mentioned above shall be available on record.
- (iv) Action taken report on the inspection note issued by an inspecting officer shall be given by the Block Project Manager within one week or as per stipulated period in inspection

note. During next inspection, earlier inspection report shall be reviewed by the inspecting officers.

(v) The detailed inspection of construction management shall be carried out in accordance with quality assurance and control manual to be developed during the project implementation.

#### 3.9.2 Measurement Book

(i) The Measurement Book in Annexure 3.7 is the basis of all accounts of quantities of work done. The measurement books are considered as very important account. An account of issue and receipt of Measurement Book shall be maintained in Annexure 3.8. All the measurement books belonging to District Project Management Unit (DPMU) should be numbered serially and a register should be maintained in the DPMU showing the serial number of each book, the name of Block Project Management Unit (BPMU) to whom issued, the date of issue and the date of its return. A similar register should also be maintained in the BPMU showing the name of the Junior Engineer/ construction Engineer to whom measurement books are issued.

#### **Entries at Commencement of Measurements**

- (ii) Each set of measurements to be recorded shall commence with entries stating:
- A. In case of bills for work done:
  - a. Full Name of work as given in the Agreement/Estimate;
  - b. Location of work;
  - c. Name of Contractor;
  - d. Number and Date of Agreement;
  - e. Date of written order to commence work;
  - f. Date of actual completion of work;
  - g. Date of recording measurements
  - h. Reference to previous measurements;
- B. In case of bills for supply of materials:
  - a. Name of Supplier
  - b. Number and date of Supply Order/Agreement
  - c. Purpose of Supply in one of the following forms as applicable to the case:
    - i. Stock (for all supplies for stock purpose).
    - ii. "Purchase" for direct issue to the work (full name of the work as given in the estimate shall be mentioned).
    - iii. "Purchase" for (full name of work as given in estimate) for issue to contractor.... on .....:
  - d. Date of written order to commence the supply.

- e. Date of actual supply
- f. Date of recoding measurements

#### Writing of Abstract

- (iii) A suitable abstract shall then be prepared which should contain the measurements for work done, the total quantities of each distinct item of work relating to each sanctioned sub-head. The measurement books meant for this purpose shall contain pages in singleton. Details of quantities, rate and amount of each item for every bill shall be entered in this Measurement Book in a tabular form. The net amount payable shall be derived after making specified deductions and recoveries on account of security deposit, departmental material/equipment issued/lent for the work if any, secured advance, income tax etc. from the gross amount. In preparing the abstract, reference should be given to the pages of measurement book in which the measurements are recorded.
- (iv) On completion of the abstract, the measurement book shall be submitted to the BPM who after carrying out the required test check shall enter the word "Check and Bill" with his dated initials. The Draughtsman /Technical Assistant (Drawing & Estimation) shall then check the calculation of quantities in the abstract and the bill, in case of work carried out by contract, and shall then place the measurement book and the bill before the BPM who after comparing the two, shall sign the bill and the measurement book at the end of the abstract.

### Nomenclature of Item

- (v) For recording measurements and also for preparing abstract, the agreement item number shall be given neatly along with description of the item in full or in abbreviated form.
- (vi) In case of extra/substituted item of work that is not covered in the agreement, the full nomenclature shall be reproduced in the Measurement Book.

#### **Cross Reference in case of Running Account Bill**

(vii) If the measurements are taken in connection with a running contract, a reference to the last set of measurements, if any, shall be given. In the Measurement Books and bill forms for running accounts bills, the full nomenclature of agreement items need not be reproduced but only the abbreviated nomenclature need be used. The agreement item No. shall, however, be mentioned against the abbreviated nomenclature. In the case of extra and substituted items of work for which no abbreviation/ nomenclature is provided in the agreement, the full nomenclature of item shall be reproduced in the Measurement Books and bill forms for running account bills by the BPMU or executive subordinate in-charge of the work. A certificate in the Measurement Book as under will also be recorded.

"Certified that for items where abbreviated nomenclature has been adopted, the work has been executed according to full nomenclature of the corresponding item of agreement."

As all payments for work or supplies required for specific works are based on the quantities recorded in the Measurement Book, it is incumbent upon the person taking the measurements to record the quantities clearly and accurately, and also to work out and enter in the Measurement Book the figures for the "contents or area" column. If the Measurements are taken in connection with a running contract account on which, work has been previously measured, he is further responsible (1) the reference to the last set of measurements is recorded and (2) that if the entire job or contract has been completed, date of completion is duly noted in the prescribed place. If the measurements this fact should be suitably noted against the entries in the Measurement Book and in the latter case, the actual date of completion noted in the prescribed place.

#### **Recording of Date of Completion**

- (viii) If the entire job or contract has been completed, the date of completion shall be duly recorded;
  - (ix) If the measurements taken are the first set of measurements on a running account, or the first and final measurements, this fact shall be suitably noted against the entries in the Measurement Book, and in the latter case, the actual date of completion shall be recorded.

#### **Neat Recording of Measurements**

(x) All measurements shall be recorded neatly and directly in the Measurement Book at site of work, and nowhere else;.

#### Signature of the Contractor

 (xi) The signature of the contractor or his authorized representative shall be obtained in the Measurement Book for each set of measurements.

#### **Measurements in Ink**

(xii) The measurements shall be recorded in ink.

#### Making corrections in Measurements

- (xiii) No entry shall be erased or overwritten. If a mistake is made, it shall be corrected by crossing out the incorrect words or figures and inserting the correction. The correction thus made shall be initialed and dated by the officer recording/checking measurements.
- (xiv) When any measurements are cancelled or disallowed, these must be endorsed by the dated initials of the officer ordering the cancellation or by a reference to his orders,

initialed by the officer who made the measurements, the reasons for cancellation be also recorded.

#### **Page Numbering**

- (xv) The pages of the Measurement Books shall be machine numbered.
- (xvi) Entries should be recorded continuously and no blank page left or torn out. Any pages or space if left out blank inadvertently shall be cancelled by diagonal lines, the cancellation being attested and dated.

#### **Recording of Measurements only by Authorized Persons**

(xvii) All items of work irrespective of their cost shall be measured and recorded by the Officer-in-Charge not below the rank of J.E./ Construction Engineer of the work. It is, however, open to the Block Project Manager to record measurements for any particular item of work himself.

#### **Certification of Measurements**

(xviii) The person recording the measurements shall record a dated certificate "Measured by me" over his full signature in the Measurement Book.

#### **Responsibility for Quality of Work**

- (xix) The officer who records/tests checks the measurements for an item of work will be responsible for the quality, quantity and dimensional accuracy of the work.
- (xx) The Junior Engineer / Construction Engineer shall make special efforts to be present at site when work is going on and must ensure quality of the work through appropriate checks.

#### **Recording and Test Checking of Measurements**

- (xxi) The Block Project Manager is required to check and measure the works in his charge as below:
  - a. All items of work in a project irrespective of their cost, shall be measured and recorded by the Junior Engineer (J.E.) or Construction Engineer. It is, however, open to the Block Project Manager to record measurements for any particular item of work himself. In case of absence of Junior Engineer/ Construction Engineer, the Design Engineer may be asked to record measurements.
  - b. The officer accepting the tender for any work, may stipulate and require the Block Project Manager to record measurements himself or exercise 100% check on the measurements recorded by his subordinate for any item including those, which, owing to their situation, cannot subsequently be checked/ measured or which have very high unit rates or which in the opinion of the officer are important.
- (xxii) Items of work which owing to their situation cannot subsequently be checked. These items are classified generally as below:

- i. All work below ground level such as Concrete, Masonry, Steel work, etc. in foundation; and
- Rising main or pipelines of distribution system buried laid below ground level in the sub-projects, lines of pipes buried in floor or masonry in water supply or drainage installations;
- iii. Earthling installation, cable laying, etc.

#### Test Check by the District Project Manager

- (xxiii) The District Project Manager (DPM) shall test check 20% of the measurements recorded. Measurements selected by DPM shall be independent of measurements test checked by BPM.
- (xxiv) The individual items checked shall be clearly shown in the Measurement Book, and the result recorded by the officer concerned. The items thus checked shall be attested by the dated initials of the Checking Officer.
- (xxv) Consolidated record of checks/test checks:
  - (i) A collective record of all the checks carried out from time to time will be prepared in each Measurement Book in the following form:
    - i. Date of Check;
    - ii. Page recording measurements subject to test check;
    - iii. Value of measurements checked;
    - iv. Result of the check exercised;
    - v. Dated initials and designation of the checking officer.
  - (ii) The result will be indicated by the word "Satisfactory" or "Unsatisfactory" as judged at the time on merits of each case. Unsatisfactory result will be communicated to the Construction Engineer/ Junior Engineer or both the Construction Engineer/ Junior Engineer and BPM as the case maybe.

#### 3.9.3 Contractors' Ledger

In respect of all transactions with contractors in connection with contracts or jobs undertaken by them, whether relating to the execution of works or to the supply of materials for works or stock, the below mentioned procedure shall be followed:

- 1) The accounts relating to contractors shall be kept in the Contractors' Ledger with separate folio being reserved for each contractor.
- 2) The Contractors' Ledger shall be written in the DPMU. The Contractors' Ledger shall provide the following details:
  - a) Date;
  - b) Voucher Number;
  - c) Serial Number, if a Running Account Bill;

- d) Advance Payments;
- e) Secured Advances;
- f) Other Transactions;
- g) Name of Work or Account and Particulars of Transactions;
- h) Gross Debit;
- i) Gross Credit;
- j) Total Value of Works or Supplies; and
- k) Remarks
- 3) If there are several contracts in connection with a work or account, the transactions relating to each shall be distinguished, preferably by quoting the number and date of agreement.
- 4) The Contractors' Ledger Account shall be closed and balanced monthly.
- 5) The DPM shall ensure the correctness of the Contractors' Ledger and also further see that there is no indication of a transaction pertaining to a Running Account having being settled on a form of bill not permitted to be used for the purpose.
- 6) Periodically, all accounts in the Contractors' Ledger shall be examined to see:
  - a) Balances do not remain outstanding for a long time without justification; and
  - b) In case of Running Accounts, bills are prepared at reasonable intervals.
- 7) A contractor requiring a copy of his Running Account bill or extract from his account in the Contractors' Ledger shall be furnished with the same. The contractor shall be encouraged to look at his account in the Contractors' Ledger and sign it in token of his acceptance.

#### 3.9.4 Contractor's Bill

- 1. The contractor's bill shall be prepared in **Annexure 3.9** and presented to the Block Project Manager who after taking measurement as described above and after examination and attestation shall forward to the District PMU for further processing, checking and approving for payment.
- 2. Before signing and submission of the bill to DPM for check and payment, the BPM shall compare the quantities in the bill with those recorded in the measurement book and see that all the rates are correctly entered and that calculations have been checked arithmetically. When the bill is on a running account, it shall be compared with the previous bill. Memorandum of Payments shall then be made up, any recoveries which shall be made on account of the work or supply on other accounts being shown therein.

Note 1: Before signing a first and final bill or the first bill on a running account the BPM shall see that the relevant measurement entries were marked as pertaining to such bills by the person taking the measurements.

Note 2: Bills which include charges on account of purchase of goods on which Sales Tax has also been charged shall be supported by the following certificate signed by the DPM.

"Certified that in the case of items relating to the purchases of goods on which Sales Tax/Value Added Tax has been charged, the goods have not been exempted under the Sales Tax and Value Added Tax Act or the rules made thereunder and that the amounts paid on account of Sales Tax/Value Added Tax on these goods are correct under the provisions of that Act or the rules made thereunder and that in the case of supplies against regular contracts the relevant contract includes a specific provision to the effect that Sales Tax/Value Added tax payable by Government".

With the introduction of Value Added Tax (VAT), the same should be taken care of in the said certificate.

Note 3: Under section 194-C of the Income Tax Act, 1961 introduced by Finance Act, 1972, deduction of Income Tax is required to be made at source by disbursing officers from payments made to contractors in certain cases.

- 3. Before signing the first and final bill/the Running Account bill/or the final bill in the case of Running Account Bill, the BPM/DPM shall see that:-
- (i) the statutory deductions on account of Income Tax, wherever due, has been made from the bills of the Contractors; and,
- (ii) the same is specifically shown in the Memorandum of payments.

#### 3.9.5 Completion Report

When the work is completed the Block Project Manager shall submit a completion report in **Annexure 3.10** to the District Project Manager. When any item of the estimate has been exceeded, the Block Project Manager shall compare and explain all differences between the quantity, rates and cost of the work executed and that estimated for. In case of a work the cost of which exceeds the limit of Rs. 10 lakhs, the DPM and/ or State level PMU authorized by the Project Director shall inspect it and certify that the work is completed satisfactorily.

#### 3.9.6 Completion Certificate

When a work is completed a final completion certificate in **Annexure 3.11** shall be provided by the Block Project Manager to the contractor duly countersigned by the latter. No contractor shall be finally paid until the completion report and the completion certificate are issued.

#### 3.9.7 Schedule of Rates

To facilitate the preparation of estimates, as also to serve as a guide in settling rates in connection with contract agreements, a schedule of rate for each kind of work commonly executed be maintained in the DPMU and kept up to date. It should be prepared on the basis of the rates prevailing in each locality and necessary analysis of the rates for each description of work and for the varying conditions, therefor should, as far as may be practicable be recorded.

The rates entered in estimates should generally agree with the scheduled rates but where, from any cause, the latter are not considered sufficient, the deviation should be explained in detail in the report on the estimate.

#### 3.9.8 Scope of Sanction

The authority granted by a sanction to an estimate is strictly limited by the precise objects for which the estimate was intended to provide. Accordingly, it is not permissible to apply, without the sanction of the competent authority, any anticipated or actual saving, whether due to the abandonment of a part of work or any other cause, on a sanctioned estimate of a definite project, to carry out additional work not contemplated in the original project or fairly contingent on its actual execution. However, subject to the availability of funds under sub-heads "Contingencies" in the sanctioned project estimate, and subject to the acceptance of the project director, such additional works not contemplated in the sanctioned project, may be executed by the DPM.

### Annexure 3.1: Guidelines for Procurement under Japanese ODA Loan (Refer Para 3.3.1)

#### Guidelines

 Procurement of goods and services for the Project shall be implemented in accordance with "Guidelines for Procurement under Japanese ODA Loans" dated March 2009 and selection of consultants shall be in accordance with "Guidelines for Employment of Consultants under Japanese ODA Loans" dated March 2009. The Executive Agency (EA) may make use of the domestic procurement rules, but JICA's guidelines should overrule whenever JICA's guidelines and such procurement rules are in conflict.

#### **Consulting Services**

- 2. Whereas requirements of JICA's review and concurrence would be stipulated in the Loan Agreement, JICA's review and concurrence is usually required for (a) Short-list, Terms of Reference, and Letter of Invitation (Request for Proposal), (b) Evaluation results of proposals, and (c) contract (ex-post concurrence). EA agreed to request for JICA's concurrence to TOR, Letter of Invitation (Request for Proposal), Short-list right after Government of Japan make prior-notification to the Government of India, without waiting for Exchange of Notes between both Governments and signing of Loan Agreement with JICA. Letter of Invitation may be prepared, with reference to JICA's sample documents. The key features of the JICA's consultant guidelines are as follows:
  - Selection procedures of consultants should be Quality-and Cost-Based Selection (QCBS).
     20% of the financial proposal, 80% of the technical proposal will be evaluated for selection of international consultant.
  - Information of JICA's files on consultants is available, at the request of the Borrower.
  - Short list should be normally consisting of not less than three and not more than five consultants.
  - Letter of Invitation should stipulate the details of the selection procedure including technical evaluation categories and the weight for evaluation.
- 3. However, for cases where QCBS is not the most appropriate, other methods of selection, such as Quality-Based Selection (QBS) or Single-Source Selection (SSS) are applied. QBS is a method based on evaluating only the quality of the technical proposals and the subsequent negotiation of the financial terms and the contract with the highest ranked consultant. QBS should be applied only for the following types of assignments.
  - Complex or highly specialized assignments for which it is difficult to define precise TOR and the required input from the consultants;

- Assignments where the downstream impact is so large that the quality of the service is of overriding importance for the outcome of the project (for example, engineering design of major infrastructure);
- Assignments that can be carried out in a substantially different ways such that financial proposals may be difficult to compare; and
- Assignments including supervision of large and complex construction works for which it is particularly important to take safety measures.
- 4. SSS shall be used only in exceptional cases. SSS may be appropriate only if it presents a clear advantage over the competition:
  - For tasks that represent a natural continuation of previous work carried out by the firm.;
  - In emergency cases, such as in response to disasters;
  - For very small assignments; or
  - When only one firm is qualified or has experience of exceptional worth for the assignment.
- 5. Letter of Invitation (Request for Proposal) usually includes the following:
  - a) Letter
  - b) Project information including
    - i. Introduction and information about the project background,
    - ii. Project description,
    - iii. Information on the area, and
    - iv. Organization to implement the project
  - c) Other relevant information including
    - i. Technical information
    - ii. Relevant laws and regulations, and
    - iii. Service provided by the Employer;
  - d) Terms of Reference including
    - i. Purpose,
    - ii. Scope of consulting services,
    - iii. Reporting, and
    - iv. Provisions required by JICA;
  - e) Information to Consultants in Preparation of Proposal;
  - f) Evaluation Criteria; and
  - g) Contract Conditions.

#### **Procurement Package and Methods**

- 6. The tender and contract packaging was based on nature of goods and services, and consideration of optimal package size –as large as possible to attract the maximum participation from capable companies. Packages of procurement of goods and services under Public Awareness Components, which involve many small contracts and are implemented by direct contracting, shopping, LCB or other methods, are not able to be finalized at this stage, but will be determined by EA.
- 7. According to JICA's Procurement Guidelines, International Competitive Bidding (ICB) is applied in general. When procurement of goods and services is made through small contracts and evidently does not attract foreign companies, National (Local) Competitive Bidding (LCB) may be applied and Procurement rules, defined in the project operational manual can be applied while abiding by four principals of "Guidelines for Procurement under JICA ODA Loans" dated March 2009: economy, efficiency, non-discrimination among eligible bidders, and transparency. EA agreed to request JICA for prior concurrence in cases of a change in procurement methods.

#### **Sample Documents**

8. EA agreed to use JICA's Sample Bidding Documents with necessary modification suitable to needs for each package.

#### **Principles of Procurement of Goods and Services**

- 9. The key principals for procurement of goods and services in the project are as follows:
  - Preferential treatment of Indian companies is not acceptable under International Competitive Bidding.
  - IICA's Procurement Guidelines do not allow price negotiation in principle. EA may conduct price negotiation with the lowest evaluated bidders only in exceptional cases subject to consultation with JICA, where lowest evaluated bidder price is substantially higher than credible estimates, as stipulated in Clause 5.10 of JICA's Procurement Guidelines. JICA is afraid that price negotiation may deteriorate quality of goods and works, and ultimately lead to higher prices including a cushion in bid prices to be given up for negotiation.
  - Contract documents should have adequate price adjustment mechanism and fair claim and dispute resolution procedure based on international rules.
  - A list of taxes and duties imposed and exempted should be clearly indicated in the tendering document to avoid any confusion and dispute with bidders.

- Submission of alternative bids may be allowed when it is clearly stipulated in the bidding documents, but those of the lowest evaluated bidders alone should be evaluated.
- In case of slice and package tendering, while bidders are allowed to participate in more than one package, EA may choose a combination of bidders to obtain the lowest evaluated prices as a whole and evaluated qualification of those bidders through predetermined prequalification criteria stipulated in prequalification and tendering documents.
- In cases of two envelop procedure (with regard to any contract the value of which is estimated to be not less than THREE BILLION Japanese Yen (¥3,000,000,000)), EA has to request for JICA's concurrence in evaluation of technical bids before opening financial bids.
- Consultant Guidelines introduces the Borrower's debriefing to unsuccessful consultants as follows: "If any consultant who submitted a proposal wishes to ascertain the reasons why it is proposal was not selected, such consultant should request an explanation from Borrower. The Borrower shall promptly provide an explanation as to why its proposal was not selected." In addition, Procurement Guidelines introduces the Borrower's debriefing to unsuccessful bidders as follows: "If any bidder who submitted a bid was not selected, such bidder should request an explanation from the Borrower. The Borrower shall promptly provide an explanation from the Borrower's debriefing to unsuccessful bidders as follows: "If any bidder who submitted a bid was not selected, such bidder should request an explanation from the Borrower. The Borrower shall promptly provide an explanation as to why its bid was not selected."

#### JICA's Review and Concurrence for Procurement

- 10. Whereas requirements of JICA's review and concurrence would be stipulated in the Loan Agreement, JICA's review and concurrence is, depending on the estimated contract amount, usually required for
  - Prequalification documents,
  - Prequalification evaluation results,
  - Tender documents,
  - Tender evaluation results, and
  - Contract (ex-post concurrence).

## Requirement of JICA's Review and Concurrence (subject to the stipulations of Loan

	Less than 1,000 million yen	Not less than 1,000 million yen	Not less than 3,000 million yen
Prequalification Evaluation Criteria	No	No	Required
Prequalification Evaluation Result	No	Required (In case of P/Q)	Required (In case of P/Q)
Tender Document	No	No	Required
Tender Evaluation Result	No	Required	Required
Contract	Required (In case of ICB)	Required	Required

## Agreement)

## Annexure 3.2: Item-wise Procurement Methods under the HPCDP

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	(Refer Para 3.3.1)	

	Particulars of Activity	Proponent/ Owner	Executer/ Contractor	Procurement Method
1.	Strengthening of DOA			
1.1	Recruitment of PMU Staff (Out	t –source)		
	1.1.1 State PMU	PMU	Outsourced Agency	LCB
	1.1.2 District PMU	PMU	Outsourced Agency	LCB
	1.1.3 Block PMU	PMU	Outsourced Agency	LCB
1.2	Capacity Development of Project	ct Staff on PDC	CA Cycle	
	1.2.10rientation Workshop of PMU Staff	PMU	PMU/ Consultant (Means PMC/SAUs/SAMETI/NG Os)	Direct undertaking
	1.2.2 Training of District & Block Project Manager on PIM	PMU	PMU/ Consultant	Direct undertaking
	1.2.3 Training for PMU staff on PDCA cycle	PMU	PMU/ Consultant	Direct undertaking
	1.2.4 Exposure Visits of PMU Staff	PMU	PMU/ Consultant	Direct undertaking
	1.2.5 Peer Learning Workshop	PMU	PMU/ Consultant	Direct undertaking
1.3	Establishment of MIS & GIS ar	nd monitoring s	ystem	
	1.3.1 Establishment of MIS & GIS at PMU	PMU	Consultant	Direct undertaking
	1.3.2 Development of appropriate software	PMU	Consultant/ Developer	Direct undertaking/ Local Bidding
	1.3.3Training of PMU Staff on MIS & GIS	PMU	Consultant	Direct undertaking
1.4	Procurement of equipment and tools to PMU			
	1.4.1.Project Office	PMU	Contractor	LCB
	1.4.2 Rented accommodation for office space	PMU	PMU (D)	Direct undertaking
	1.4.3 Furniture & office- equipments, computer network system	PMU	Supplier	Local Bidding/ PSU/ DGS&D
	1.4.4 Transport facilities at PMU (Pick-up vans and car)	PMU	Supplier	LCB/ GAD or State Transport Authority
	1.4.5Visual aids extension equipment (e.g. LCD Projects )	PMU	Supplier	Local Bidding/ PSU/ DGS&D

	Particulars of Activity	Proponent/ Owner	Executer/ Contractor	Procurement Method
	1.4.6 Small and Portable farm machinery for farm trials	PMU	Supplier	LCB/ PSU/ DGS&D/SAU
	1.4.7 Survey and design equipments	PMU	Supplier	LCB/ PSU/ DGS&D/
2.	Strengthening of Extension Serv	vice Function		
2.1	Preparation of Information, Education and Communication (IEC) Material for Dissemination	PMU	PMU (D)	Direct undertaking
2.2	Capacity Development of Comm Responsibility	nunity Motivato	ors for Efficient Discharge	of their
	2.2.1Training on Institutional Development Processes	PMU	PMU (B)/ Resources Agency	Direct undertaking
	2.2.2Training on basics of irrigation management	PMU	PMU(B)/ Resources Agency	Direct undertaking
	2.2.3Training on enhancing agricultural production	PMU	PMU(B)/ Resources Agency	Direct undertaking
	2.2.4Training on Promotion and strengthening of SHG	PMU	PMU(B)/ Resources Agency	Direct undertaking
	2.2.5 Training on facilitation for business promotion of SHG	PMU	PMU(B)/ Resources Agency	Direct undertaking
	2.2.6 Training on fostering market linkages	PMU	PMU(B)/ Resources Agency	Direct undertaking
	2.2.7 Exposer Visits on Participatory Irrigation Management	PMU	PMU(B)/ Resources Agency	Direct undertaking
	2.2.8 Peer Leaning Workshop for Community Motivators	PMU	PMU(B)/ Resources Agency	Direct undertaking
2.3	Strengthening of Research – Extension –Farmer Linkage	PMU	PMU (D)	Direct undertaking
2.4	Joint Field visit of Researcher & Extension Staff	PMU	PMU (D)	Direct undertaking
3.	Baseline Survey and Impact Ass	sessment		_
3.1	Baseline Survey	PMU	Resources Agency	LCB
3.2	Mid-term Impact	PMU	Resources Agency	LCB
3.3	Terminal Impact Assessment	PMU	Resources Agency	LCB
4.	Farmers support component			
4.1	Vegetable Promotion			
	4.1.1 Orientation & Need Assessment	PMU	PMU (D)/ Consultant	Direct undertaking

Particulars of Activity	Proponent/ Owner	Executer/ Contractor	Procurement Method
4.1.2 Farm Management			
1) Training on Bookkeeping	PMU	PMU (B)	Direct undertaking
<ol> <li>Training on Budgeting &amp; Monitoring</li> </ol>	PMU	PMU (B)	Direct undertaking
4.1.3 Preparation Techniques			
<ol> <li>Organic Water Saving &amp; Soil Conservation Training for Farmers' Group</li> </ol>	PMU	PMU (B)	Direct undertaking
<ol> <li>Organic Fertilizer &amp; Application Training for Farmers' Group</li> </ol>	PMU	PMU (B)	Direct undertaking
4.1.4 Cultivation Practice			
1) Strategic Vegetable Growing			
<ul><li>a. Cauliflower Growing</li><li>b. Tomato Growing</li><li>c. Potato &amp; Peas Growing</li></ul>	PMU	PMU (B)	Direct undertaking
2) Exotic Vegetable Growing			
3) Training for Farmers' Group	PMU	PMU (B)	Direct undertaking
4.1.5Cropping Pattern Arrangement			
1) Training for Farmers' Group	PMU	PMU (B)	Direct undertaking
4.1.6 Organic pest Management and IPM			
<ol> <li>Training for Farmers' Group</li> <li>Exposure Visits</li> </ol>	PMU	PMU (B)	Direct undertaking
4.1.7 Post-harvest Techniques			
1) Training for Farmers' Group	PMU	PMU (B)	Direct undertaking
4.1.8 Farm Mechanization			
1) Training for Extension Officers	PMU	PMU (D) /Consultant / Resources Agency	Direct undertaking /LCB
2) Training for Farmers' Group	PMU	PMU (B)	Direct undertaking
4.1.9Micro-Irrigation and Poly- house			
1) Training for Extension Officers	PMU	PMU (D) /Consultant / Resources Agency	Direct undertaking/LCB

Particulars of Activity	Proponent/ Owner	Executer/ Contractor	Procurement Method
2) Training for Farmers' Group	PMU	PMU (B)	Direct undertaking
4.1.10 Program for Next Generation			
1) Training for Extension Officers	PMU	PMU (D) /Consultant / Resources Agency	Direct undertaking/LCB
2) Training for Farmers' Group	PMU	PMU (B)	Direct undertaking
4.1.11 Construction of Collection Centers	PMU	Contractor	LCB
4.1.12 Construction of Poly- houses	PMU	Supplier	LCB
4.1.13 Recruitment of Community Motivators	PMU (D)	PMU (B)	Direct undertaking
4.2 Food Grain's Productivity			
4.2.1 Improvement of Food Grain Productivity			
1) Training of Farmers' Group	PMU	PMU (B)	Direct undertaking
4.3 Promotion of Post-Harvest Processing			
4.3.1 Small Scale Agro- Processing			
1) Orientation Workshop for SHG	PMU	PMU (B)	Direct undertaking
2) Training on Accounting for SHG	PMU	PMU (B)	Direct undertaking
3) Training on Budgeting & Monitoring	PMU	PMU(B)	Direct undertaking
4) Training on Organic Fertilizer	PMU	PPM (B)	Direct undertaking
5) Training on Seedling Raising	PMU	PMU (B)	Direct undertaking
6) Training on Food Processing	PMU	PMU (D) /Consultant / Resources Agency	Direct undertaking/LCB
4.3.2 Public Private Partnership	PMU	PMU (D)	Direct undertaking
5. Infrastructure Development Pro	gram		
5.1 Minor Irrigation System			
5.1.1 Survey /Design of Minor Irrigation System	PMU	PMU (B)	Direct Undertaking

	Particulars of Activity	Proponent/ Owner	Executer/ Contractor	Procurement Method
	5.1.2 Construction/ Improvement of Minor Irrigation System	PMU	Contractor /Farmers' Group	Direct undertaking /LCB
5.2	Access Farm Road			
	5.2.1 Survey /Design of Access Farm Road	PMU	PMU (B)	Direct Undertaking / LCB
	5.2.2 Construction/ Improvement of Access Farm Road	PMU	Farmers' Group/ Contractor	LCB/Direct Undertaking
5.3	Micro-irrigation system for Demonstration			
	5.3.1 Survey /Design of Micro- irrigation system for Demonstration	PMU	Engineering Firm	LCB
	5.3.2 Construction/ Improvement of Micro- irrigation system for Demonstration	PMU	Contractor	LCB/Direct Undertaking
6.	Infrastructure Development	Support		·
6.1	Induction Workshop for Community Motivators	PMU	PMU(D)	Direct undertaking
6.2	Awareness Camp Involving Community	PMU	PMU (D)	Direct undertaking
6.3	Formation and formalization of Farmers Group			
	6.3.1 Workshop of Group to Develop Objective & Norms	PMU	PMU (B)	Direct undertaking
	6.3.2 Training to MC Members on Role and Responsibility	PMU	PMU (B)	Direct undertaking
	6.3.3 Exposure visit of MC Members to WUA in other Area	PMU	PMU (B)	Direct undertaking
6.4	Capacity Development of Fram Institutional Development	ers Groups on <b>I</b>	participatory Management	t process and
	6.4.1 Training for MC Members	PMU	PMU(B)	Direct undertaking
	6.4.2 Training for Women Members	PMU	PMU (B)	Direct undertaking
	6.4.3 Workshop on resources mobilization and revenue collection	PMU	PMU (B)	Direct undertaking

Particulars of Activity	Proponent/ Owner	Executer/ Contractor	Procurement Method
6.4.4 Training on Accounting Principles and Practices	PMU	PMU (B)	Direct undertaking
6.4.5 Training for SHG Members	PMU	PMU (B)	Direct undertaking
6.4.6 Training for office-bearers of SHG	PMU	PMU (B)	Direct undertaking
6.4.7 Workshop for SHG Members	PMU	PMU (B)	Direct undertaking
6.4.8 Refresher Training for MC Members	PMU	PMU (B)	Direct undertaking
6.5 Capacity Development of MC r	nembers on O&	M of Irrigation and Water	r Management
6.5.1 Workshop to discuss sprinkles and practices of irrigation	PMU	PMU (B)	Direct undertaking
6.5.2 Training on Micro- planning tools and techniques	PMU	PMU (B)	Direct undertaking
6.5.3 Field training on basic engineering skills	PMU	PMU (B)	Direct undertaking
6.6 Promotion of Federation of Far	mers Groups		
6.6.1 Workshop for Cluster Federation Development	PMU	PMU (B)	Direct undertaking
6.6.2 Training for Efficiency Development of Members	PMU	PMU (B)	Direct undertaking
6.6.3 Workshop for Development of Federation	PMU	PMU (B)	Direct undertaking
6.6.4 Workshop for Development of Apex Federation	PMU	PMU (B)	Direct undertaking
7. Consulting Services			
7.1 Consulting Services	PMU	PMU (B)	ICB

**Note:-** PMU (D) PMU Office at District Level /PMU (B) PMU office at Block Level; LCB: National ( or Local) competitive bidding; Direct Undertaking: PMU to organize and arrange directly; DGS&D/SAU: Rate contract but not to be considered as single source; ICB: International Competitive Bidding.

## Annexure 3.3: Expression of Interest for Construction Contracts (Refer Para 3.5.4)

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PRE-QUALIFICATION DOCUMENT FOR EXPRESSION OF INTEREST FOR CONSTRUCTION CONTRACTS

Address of the Issuing Authority

Annexure 3.3 Contd...

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Notice Inviting Pre-Qualification and Procurement Options	Section 1
Application form/ Covering Letter	
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Works of Similar Nature	Form – 3
Details of Works on Hand	Form – 4 A
Works for which Bids already Submitted	Form – 4 B
List of Equipments/Machinery owned by the Contractor	Form – 5
Qualification and Experience of Man power	Form – 6
Information on litigation History in which the Bidder is involved	Form – 7
Any other Additional Information	Form - 8

## **KEY DATES**

Sl. No.	Activities	Date & Time	Place
1	Sale of Pre-qualification Documents		
2	Receipt of Applications for Issuing Pre- qualification Document		Office of the
3	Receipt of Pre-qualification Documents		,
4	Opening of Pre-qualification Documents		

Section – 1 Government of Himachal Pradesh Department of \_\_\_\_\_, About the Project Main Components About Pre-qualification documents

# Section – 2 General Instructions to Applicants Scope of Work Pre-qualification Criteria Submission of Pre-qualification Document & Information

### Form – 1

### **General Information**

Name of the Firm / Applicant	
 Address of Applicant	
Telephone No. / Fax	
 Name of Contact Persons & Telephone Nos.	
 Place of Registration	
Legal Status of Firm	
 Quality Assurance System Certified by	
Total Value of Civil Engineering Construction Work executed and payments received in the last five years	

## **Financial Capability**

	Actual: Previous Five Years					
Financial Information in Indian Rupees	2007-08	2008-09	2009-10	2010-11	2011-12	
Total Assets						
Current Assets						
Total Liabilities						
Net Worth						
Working Capital						
Current Liabilities						
Profits before Taxes						
List of Banks & their Addresses						
Financial Resources	Bank Guarantee Limits					
like	Lines of Credit					
	Solvency					

Works of \_\_\_\_\_ Schemes (More than \_\_\_\_\_ Ha) executed over the last Five Years

S1.	Project	Name of	Description	Command	Contract	Value of	Actual Date
No.	Name	the	of Work	Area of	No.	Contract/Date	of
		Employer		the Project		of Issue of	Completion
				in Ha		Work Order	

## **Form – 4** (A)

### **Details of Works on Hand**

Sl. No.	Description of Work	Place & State	Name of the Employer	Contract No. & Date	Value of Contract	Value of Works remaining to be done	Actual Date of Completion

## **Form – 4 (B)**

## Works for which Bids Already Submitted

Sl. No.	Description of Work	Place & State	Name & Address of the Employer	Estimated Value of Works	Stipulated period of Completion	Date when decision is Expected	Remarks, if any
1	2	3	4	5	6	7	8

## List of Equipments / Machinery Owned by the Applicant

							Is it free for	
S1.	Type of	Make/	Nos.	Year of	Present	Present	deployment	Remarks,
No.	Equipment	Model	Owned	Procurement	Condition	Location	in new	if any
							project	
1	2	3	4	5	6	7	8	9

## **Qualification and Experience of Man Power**

Sl. No	Position	Name	Qualification	Years of Experience (General)	Years of Experience in the proposed position
1	2	3	4	5	6

Note:

- 1. Qualification and Experience of man power available or deployment to be furnished under the following heads:
  - a) Hydrological, topographic, geological and foundations investigations
  - b) Design & Construction Drawings
  - c) Construction
- 2. Curriculum Vitae for each of the members listed shall be furnished.

Information on Litigation History in which the Bidder is Involved

Any Other Additional Information

## Annexure 3.4: Bank Guarantee Format

(Refer Para 3.5.4)

Stamp Paper	
Project Director,	B.G.
Himachal Pradesh Crop Diversification Promotion	No
Project,	Issue
(HPCDP) JICA-ODA, 218 Astha Kanwal Complex,	Date
Ward No. 1 Krishna Nagar, Hamirpur,	Effective Date
Himachal Pradesh – 177001	

## WHEREAS

(hereinafter called "the Consultants/Contractors") in pursuance of Letter No. Agr. HMR-PMU
(B)-20 Project Manual/2117 dated 20.06.2012 has undertaken to provide the services for the
"" (hereinafter called the Contract).
AND WHEREAS it has been stipulated by you in the said Contract that the Consultants/Contractors
shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as
security for compliance with his obligations in accordance with the Contract;
AND WHEREAS
We,
of the Bank and Address ) having its Head office at
to issue a Bank Guarantee in favor of Project Director, Himachal Pradesh Crop Diversification
Promotion Project, on request of the Consultants/Contractors;
NOW THEREOF
We,
of the Bank and Address ) having its Head office at
responsible to you, on behalf of the Consultants/Contractors up to a total of
Rsonly) and we undertake to pay you,
upon your first written demand and without cavil or argument, any sum or sums within the limits of
Rsonly) as aforesaid without
your needing to prove or to show ground or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said claim from Consultants/Contractors before presenting us with demand.

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

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Consultants/Contractors or of the Bank.

Notwithstanding anything contained herein;

- 1) Our liability under this guarantee is restricted to Rs...../-(Rupees.....only)
- 2) This Bank Guarantee shall remain valid till.....(date); and

Signature and seal of the Guarantor.....In presence of

- 1. .....(Name and Designation)
- 2. .....(Name and Designation)

Name of the Bank	••••
Address	
Date	

Percentage Amount	Value of Contract
3%	For a contract value of upto Rs. 100000/-
2%	For a contract value of Rs. 500000/-
1.5%	For a contract value of more than Rs. 500000

#### A Specimen Table of Bid Security Amount
## Annexure 3.5: Notice Inviting Expression of Interest for Consultancy Services

(Refer Para 3.6.2)

HPADS HPCDP

NOTICE INVITING EXPRESSION OF INTEREST FOR CONSULTANCY SERVICES

Address of the Issuing Authority

# Annexure 3.5 Contd...

	Sections
Background	1
Dbjectives of Consulting Services	2
Scope of Work	3
Expected Outputs	4
Place of Execution	5
Required areas of Expertise	6
Expected Period of Duration	7
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election Procedure and Criteria	12
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EOI Forms	
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Details of Consulting Services Contracts for related Field Projects	Form – 3 (A)
Personnel Capabilities	Form – 4
Summary: Core Skilled Manpower	Form – 4 (A)
inancial Capability	Form – 5

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#### Notice Inviting Expression of Interest (EOI)

Ref. No.:

Subject: \_\_\_\_\_

#### Sections

- 1. Background
- 2. Objective of the Consulting Services
- 3. Scope of Work
- 4. Expected Outputs
- 5. Place of Execution
- 6. Required areas of Expertise
- 7. Expected Duration
- 8. Submission of EoI
- 9. Deadline of Submission
- 10. EoI Processing Fees
- 11. Processing Schedule
- 12. Selection Procedure and Criteria

Applicants will be selected in two stages. **Stage One** is to check whether applicants are basically fit for the assignment while the Stage Two is to select most promising candidates among those who pass the Stage One test. The applicants should have core competent skilled manpower as well as sufficient experience in providing consulting services for activities related to the Project. In addition, the applicants should also have financial capability to carry out this assignment.

#### 12.1 Stage One: Pass or Fail Test

#### 1) Pass-or-Fail Test with respect to

- Relevant past experience;
- Key relevant staff employed by the applicant; and
- Financial capability (annual turnover & profit).
- 2) Criteria
  - Experience of actually being engaged as prime contractor or a partner of a joint venture that acted as prime contractor in the last five years to provide consulting services in the Related Field Projects. The type of venture may be study, project preparation, implementation management/supervision, or monitoring and evaluation; yes or no;

Dated:

- Experts who have been on the applicant's pay roll for the last one year: at least one who meets the qualification requirements described in "Qualifications Required for areas of expertise" in Section 12.1 above; yes or no;
- Annual turnover of consultancy services of Rs. 5 million or larger either in the last accounting year or on average over the last three accounting years, and positive netof-tax profit either in the last accounting year or on average over the last three accounting years with the exception of those organizations that are not operated for profits; yes or no.

#### 12.2 Stage Two: Ranking for Short-Listing

Ranking of the applicants which have passed the Stage One test is to be made for short-listing purpose by counting the total number of weighted person/months that were provided by the applicant in the last five years for the Related Field Projects in any area of expertise described in Qualifications Required for areas of expertise" in Section 7 above. Weights will also be given according to the level of qualifications of experts assigned to the projects. Weight 1.0 will be accorded to those experts who are in the required area of expertise and meet the qualifications, and weight 0.5 to those who are in the required area of expertise but their qualifications are not up to the described requirements. A cap of 2/3 is applicable for the sum of weighted person/month of any single area of expertise in the total weighted person/month of an applicant. An applicant with the highest count is ranked first and the other applicants are ranked in the decreasing order of the respective counts. Three to five highest ranked applicants will be selected and invited for the submission of proposal.

As regards the formation of consortium, to exclude such consortiums as formed with slack partners just to increase the count of person months, each and every partner of a consortium is required, unless otherwise instructed in the Request for Proposal that should be issued to the short-listed applicants, to provide at least one expert, for the contract period, in any of the areas of expertise stipulated in "Qualifications for Required areas of expertise" in Section 12.1 above. A consortium shall be post-disqualified should it breach in this regard while submitting the proposal. That requirement does not, however, prohibit the consortium to associate with other firms or reform the consortium when it submits the proposal as long as the partners presented in the Expression of Interest remain in the consortium and the condition of provision of experts by such partners is observed.

#### 13. Others

13.1 Standard of Ethics

## **EoI Forms**

## Form – 1

## **General Information (to be modified)**

All individual firms and each partner of a consortium applying for pre-qualification and selection for short-listing are requested to complete the information in this form. Nationality information should be provided for all owners or applicants who are partnerships or individually-owned firms.

1.	Name of Firm	
2.	Head Office Address	
3.	Telephone	Contact
4.	Fax	
5.	Place of Incorporation / Registration	Year of Incorporation / Registration

Nationality of Owners <sup>8</sup>			
Name		Nationality	

<sup>&</sup>lt;sup>8</sup> To be completed by all owners of partnership or individually-owned firms.

# Form – 2 General Experience Record

## Name of Applicant or Partner of a Consortium

All individual firms and all partners of a consortium are requested to complete the information in this form. The information supplied should be the annual profits after taxes, and they should be converted to Indian Rupees if they were not in Indian Rupees at the rate of exchange at the end of the period reported. Information in this Form shall be the same as the information on the corresponding items of "Financial Capability" (Form (5)).

Applicants should not be required to enclose testimonials, certificates, and publicity material with their applications; they will not be taken into account in the evaluation of qualifications.

Financial Data (related to activities of consulting services only)

Unit: INR

Year	Annual Turnover	Profit after Taxes
1.		
2.		
3.		

## Form 2 (A)

## **Consortium Summary**

Name of all Partners of a Consortium
Lead Partner
Partner
Partner

Total value of annual consulting services profits after taxes in the last three accounting years of each partner as well as the Consortium, i.e., sum of all the partners, in Indian Rupees, converted at the rate of exchange at the end of the period reported:

Annual Turnover Data (consulting services only; Indian Rupees equivalent)			
Partner	Year 1	Year 2	Year 3
Lead Partner			
Partner			
Partner			
Total of the Consortium			

Annual Profit Data (after Taxes; Indian Rupees equivalent)			
Partner	Year 1	Year 2	Year 3
Lead Partner			
Partner			
Partner			
Total of the Consortium			

#### Form – 3

#### **Particular Experience Record**

To qualify, the Applicant shall be required to pass the specified requirements applicable to this form, as set out in the "Notice Inviting Expression of Interest". In addition, the information provided on the particular experience is used for ranking and selection of qualified applicants for short-listing.

On a separate page, using the format of Form (3a), the Applicant is requested to list all contracts in which consulting services were or being provided by the Applicant for "Related Field Projects" as defined in the "Notice Inviting Expression of Interest" during the last five (5) years. The information is to be summarized, using Form (3a), for each contract completed or under execution, by the Applicant or by each partner in case of Consortium. The value should be based on the currencies of the contracts converted into Indian Rupees, at the date of substantial completion, or for current contracts at the time of award.

#### **Form – 3 (A)**

#### **Details of Consulting Services Contracts for related Field Projects**

All individual firms and all partners of a Consortium are requested to provide the information in the following form. Use a separate sheet for each contract.

Name	of Applicant or Partners of a Cons	ortium		
	Serial Number of Contract	Number o 3 (a) by the Applic		contracts presented in Form
1.	Name of Contract			
1.	Country where Contract is execu	ted		
2.	Name of Employer			
3.	Employer's Address and Telepho	one Number		
	Special Features of the Project for which consulting services were provided und			e provided under this contract
	Type of Related Field Project	Features		
4.	(check one)			
	Type (a) Projects			
	Type (b) Projects			
Contract Role (check one)		1		
5.	Sole Contractor S	Sub Contractor	Part	ner in a Consortium

	Value in specified currencies at completion, or at date of award for current contracts,				
	Total Contract Amount:	( amount and name of	of currency)		
	Sub-Contract Amount (if the role was that of a sub-contractor): ( amount and name of currency)				
6.					
	Responsible Contract Amount (if the role was partner in a consortium):				
	( amount and name of currency) (percentage of share) %				
7.	Date of Award	Date of Completion	1		
	Total man months of service p		licant (or each party	) and Contract/sub-	
8.	contract duration (years and mon			months	
	Man/months years months				
Person months provided by the Applicant (or each partner) under this contract ( <i>a</i> additional experts (and delete unnecessary rows) if more than one experts were presame area of expertise)					
	Area of Expertise	Experts engaged in	the area in the left	Total man/months	
				provided by the	
		Name and years	Degrees/Diploma	expert in the left	
		of experience in	and area of	for this contract	
		the profession as	specialty as of the	and duration	
		of the time of	time of		
9.		assignment	assignment		
	1)			Man/month	
				From to	
	2)			Man/month	
				From to	
	3)			Man/month	
				From to	

# Form – 4 CV of Key Personnel

Name of Applicant

In-house core competent skilled manpower is essential to contract execution. For specific areas of expertise essential to contract execution, the Applicants should provide the name of at least one employee (employed by the Applicant or partner of the Consortium, i.e., on the payroll in the past one year) in any one of the specified areas of expertise. He/she shall meet the qualification requirements for his/her designated area of expertise that are stipulated in the Notice Inviting Expression of Interest. The data on their experience should be supplied in separate sheets using one Form (4a) for each.

1.	Area of Expertise
	Name of Employee
	Name of Employer
2.	Area of Expertise
	Name of Employee
	Name of Employer

## Form 4 (A)

#### Summary: Core Skilled Manpower

Name of Applicant

Area of Expertise		
Employee Information	Name	Date of Birth
	Professional Qualifications (Education-U graduation or completion, degree or Association with Professional Societies, F Template	diploma earned; Publications;

Present Employment	Name of Employer       Address of Employer		
	Employed Since: (M	Ionth / Year)	
	Telephone	Contact (Manager/Personnel Officer)	
	Fax		
	Job Title of Candidate	Years with present employer	

Summarize professional experience over the last 10 years in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project.

From	То	Company/Project/Position/Relevant Professional Experience

#### Form – 5

#### **Financial Capability**

Name of Applicant or partner of a Consortium

Applicants, including each partner of a consortium, should provide financial information to demonstrate that they meet the requirements stipulated in the Notice Inviting Expression of Interest. Each applicant or partner of a consortium must fill in this form. If necessary, use separate sheets to provide complete banker information. A copy of the balance sheets and statement of profit and losses should be attached.

Banker	Name of Banker	
	Address of Banker	
	Telephone	Contact Name and Title
	Fax	

Applicants, including each partner of a consortium, should provide financial information to demonstrate that they meet the requirements stipulated in the Notice Inviting Expression of Interest. Each applicant or partner of a consortium must fill in this form. If necessary, use separate sheets to provide complete banker information. A copy of the balance sheets and statement of profit and losses should be attached.

Financial Information in Indian Rupees equivalent	Actual: Previous three years (use the accounting year of the Applicant or Partner)			
	Accounting Year 1	Accounting Year 2	Accounting Year 3	
Total Assets				
Current Assets				
Total Liabilities				
Current Liabilities				
Sales of which consulting services only				
Ordinary Profits of which consulting services only				
Profits after Taxes of which consulting services only				

Attach audited financial statements for the last three accounting years (for the individual applicant or each partner of a consortium) or financial statements certified by a registered Chartered Accountant and supported by copies of tax returns, if audits are not required by the laws of their countries of origin.

Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns, if audits are not required by the laws of their countries of origin.

#### **Annexure 3.6: Consulting Service Agreement**

(Refer Para: 3.7.1)

This Consulting Agreement (the "Agreement") is entered into this ------ of ------2012 by and between the Project Director, Himachal Pradesh Crop Diversification Promotion Project, (HPCDP) JICA-ODA, under Himachal Pradesh Agricultural Development Society, having the principal office at 218 Astha Kanwal Complex, Ward No.01 Krishna Nagar, Hamirpur, Himachal Pradesh-177001(hereinafter referred "the Client") to as Office and having its Registered at \_\_\_\_\_ (hereinafter referred to as "the Consultant").

WHEREAS, the Government of India has received loan from Japan International Cooperation Agency (JICA) under Loan Agreement No ID-P213 towards the cost of Himachal Pradesh Crop Diversification Promotion Project;

**WHEREAS,** the Client is desirous that a consulting service for preparation of Project Manuals for JICA-ODA funded Himachal Pradesh Crop diversification Promotion Project (hereinafter referred to as "the Service") will be rendered by the Consultant selected under Quality and Cost Based Criteria (QCBC) in response to the EOI published in the leading newspapers dated \_\_\_\_\_\_.

**WHEREAS,** the Consultant is willing to render the service for preparation of Project Manuals for JICA-ODA funded Himachal Pradesh Crop Diversification Promotion Project in accordance with the terms and conditions contained hereinafter;

**NOW, THEREFORE,** in consideration of covenants and agreements herein contained, the parties hereto hereby agree as follows:

#### 1. CONSULTANT SERVICE

The Client hereby retains the Consultant and the Consultant agrees to render to the Client the services described in Scope of Services in Annexure "A" Terms of references of EOI and which forms an integral part of this Agreement.

The Consultant shall render the service in accordance with and subject to the terms and conditions hereinafter set forth or where not specified hereinafter, in accordance with such instructions and orders as Client may give from time to time

#### 2. TERM

The Consultant shall start the services on \_\_\_\_\_ ('the Start Date') and shall complete the services by \_\_\_\_\_\_ ('the End Date') unless the services are terminated earlier in accordance with its terms and conditions.

#### **3 CLIENT'S RESPONSIBILITY**

The Client shall authorize a person or persons to act on their behalf, and define that person's scope of authority with respect to the Consultant's Service.

The Client shall periodically review the work of the Consultant, and give the Consultant prompt decisions and approvals necessary for the orderly progress of the Consultant's Service.

The Client shall immediately notify the Consultant in writing if the Client observes, or otherwise becomes aware of, any non-conformity with the Agreement.

#### 4 CONSULTANT'S RESPONSIBILITY

The Consultant's services involve full responsibility for the content and quality of the work set out in the Scope of Services in Annexure "A".

The Consultant shall assign the necessary skilled personnel and all the required materials and facilities for the execution of the service.

The Client may time to time have access to the work of the Consultant regardless of preparation or progress, and the Consultant shall allow the Client to examine the work or portions thereof for periodic review or approval.

If the Consultant is requested to revise or correct the report/manual as a result of the aforementioned inspection, the Consultant shall make the revision or correction without delay at its expenses, to the satisfaction of the Client. The Consultant shall notify the Client in writing of completion of the revision or correction and present the revised or corrected report/manual.

## 5 CEILING

For Services rendered pursuant to EOI, the client shall pay the consultant an amount not to exceed Rs. \_\_\_\_\_\_ (Rupees\_\_\_\_\_\_ only) . This amount has been established based on the understanding that it includes all the consultant costs and profits inclusive of TA / DA, service Tax and cess on service tax and obligations that may be imposed on the consultant.

#### 6 PERFORMANCE STANDARD

The consultant undertakes to perform the services with the highest standards of professional and ethical competence and integrity. The consultant shall promptly replace any employees assigned under this Agreement that the client considers unsatisfactory.

#### 7 PERFORMANCE SECURITY

The Consultant shall on signing of this Agreement and before the commencement of Service submit to the client Performance Security Deposit @ 5% of the contracted amount in form of a Bank Guarantee in favor of the Client.

The Performance Security Deposit will be refunded / returned to the Consultant by the Client \_\_\_\_\_\_ months after the completion of the Service.

## 8 PAYMENT

The payment for the Service shall be made by the Client to the Consultant in the following manner:

- On submission of Inception Report 20% of the contracted amount;
- On submission of Interim Report 20% of the contracted amount;
- On submission of Draft Report 35% of the contracted amount;
- On submission and approval of Final Report 25% of the contracted amount.

## 9 INCOME TAX AND OTHER TAXES AND DUTIES

The Consultant shall hereunder be liable for any corporation tax, income tax, duties, contributions and other taxes or charges which may be levied on the Consultant and/or the Consultant's staff and laborers in accordance with the laws and regulations of Central and State Government.

#### 10 INTELLECTUAL PROPERTY RIGHT

The ownership of all copyrights and other intellectual property rights with respect to any data compilations, research, spreadsheets, graphs, reports, diagrams, designs, work products, software, or any other documents developed in connection with this Agreement ("the intellectual property") will exclusively vest in or remain with the Client, which shall have all proprietary rights thereto, notwithstanding that the Consultant agrees not to publish or make use of any of the intellectual property, or documents relating thereto, without proper attribution.

#### 11 ASSIGNMENT

The Consultant may not assign this agreement or its rights under this agreement, nor delegate its obligation under this agreement without the Client's prior written consent, which consent shall not be unreasonably withheld.

In the event of such assignment or delegations, the assigning or delegating party shall remain liable to the other party and shall not be relieved of any obligation under this agreement.

## 12 CONFIDENTIALITY

The consultant shall not, during the term of this agreement and within one year after its expiration, disclose any proprietary or confidential information relating to the services, this agreement or the client's business or operations without the prior written consent of the Client.

#### 13 RISK OF LOSS

The Consultant shall bear all the risks involved in rendering the Service described in Scope of Services in Annexure "A", and shall at its own expense effect accident and injury insurance for the personnel employed by the Consultant for the rendering of the Service.

#### **14 NOTICE**

English shall be used in all written communications between the Client and the Consultant.

Any notice given to the Consultant or the Client shall be served by sending the same by fax or delivering the same to the Consultant's Registered Office and at the Client's address as stated herein below.

## A. CLIENT

Project Director,

Himachal Pradesh Crop Diversification Promotion Project,

(HPCDP) JICA-ODA,

218 Astha Kamal Complex,

Ward No.01 Krishna Nagar, Hamirpur, Himachal Pradesh-177001

Telephone No:- +91-1972-218150/ 218250

Facsimile:-+91-1972-223059/225482

E-mail:- pmucdp-hp@nic.in

## **B.** CONSULTANT

In case either the Client or the Consultant changes its address at which notice is to be received, the other party shall be notified of such change without delay.

## **15 TEMINATION FOR DEFAULT**

This AGREEMENT shall come into force on the date first above written and, unless earlier terminated, shall remain in force for a period of \_\_\_\_\_ months.

The Client shall retain the right to terminate this Agreement at any time upon giving written notice to the Consultant at least \_\_\_\_\_ days/weeks prior to the intended termination date in case any of the following is applicable:

- If the Consultant does not commence the Service or if it suspends the Service after the effective date of the Agreement for a certain period without justified reasons;
- If the Consultant fails to complete the Service in accordance with the Agreement and the Scope of Work and there are no justified reasons for such failure
- If the Consultant violates any provision of this Agreement and does not rectify it within \_\_\_\_\_\_ days/weeks after the Consultant has received the notice of the breach from the Client;
- If the Consultant becomes insolvent or any proceedings are instituted by or against the Consultant seeking to declare it bankrupt, liquidation or insolvent;
- If the Consultant takes any actions to injure the Client's credit or to influence the trust between the Client and the Consultant.

#### **16 ENTIRE AGREEMENT**

This Agreement constitutes the entire and only agreement between the parties hereto with respect to the subject matter hereof, and supersedes, cancels and annuls all prior or contemporaneous negotiations or communications

#### **17 FORCE MAJEURE**

If either party is temporarily unable by reason of Force Majeure or the laws or regulations to perform any of its obligations under this Agreement, and if either party notifies the other party in writing the details of the event within \_\_\_\_\_ days/weeks after its occurrence, such obligations of the party shall be suspended as long as the inability continues.

Neither party will be liable to the other party for losses or damages sustained by the other party if the loss or damage arises from any event of Force Majeure.

#### **18 TERMINATION**

- The Client may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the Consultant and giving the reason(s) for such suspension or termination.
- Where this Contract has been suspended or terminated, the Consultant shall:
  - take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-Contracts) in a cost-effective, timely and orderly manner; and
  - provide to the Client, not more than 60 days after the Client notifies the Consultant of the suspension or termination of this Contract an account in writing, stating:
    - any costs due before the date of suspension or termination;

- any costs incurred by the Consultant after the date of suspension or termination, which the Consultant necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.
- Subject to the Client's approval, the Client shall pay such amount to the Consultant within 30 days of receipt from the Consultant of an Invoice in respect of the amount due.

## **19 SEVERABILITY**

If any provision of this agreement is held to be unenforceable, invalid or illegal by any court of competent jurisdiction, such unenforceable, invalid or illegal provisions shall not affect the remainder of this agreement.

## 20 AMENDMENT AND MODIFICATION

The Agreement may be amended only by written adjustment and agreed to by both parties.

## 21 LAW AND JURISDICTION

This Consulting Agreement shall be governed by the laws of Republic of India.

## 22 DISPUTE RESOLUTIONS

Any dispute arising out of this Agreement, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives in duplicate as of the day and year first above written, each party retaining one (1) copy thereof, respectively.

## For and on behalf of the Client

For and on behalf of the Consultant

(Signature)

(Signature)

(Name of the Authorized Signatory)(Designation of the Authorized Signatory)

(Name of the Authorized Signatory)(Designation of the Authorized Signatory)

## Annexure 3.7: Measurement Book (Refer Para 3.9.2)

PMU/ <b>DPMU/BPMU</b>
Measurement Book No
Name of Officer
Designation
Date of first entry
Date of last entry
N.B. This portion should be printed as a title page.

Name of work..... Situation of work..... Agency by which work is executed..... Date of measurement....

(These four lines should be repeated at the commencement of the measurements relating to each work)

	Measurement up-to-date						
	No.	L	В	D or	Н		
Particulars		Length	Breadth	Depth or Height	Contents/ quantity of area	Rate per	
(1)	(2)	(3)	(4)	(5)	(5A)	(6)	

Contd...

Total	Deduct previous measurement Since last measurement				Remarks
value to date	Page	Quantity	Quantity (columns 5-9)	Value at rates in column 6	
(7)	(8)	(9)	(10)	(11)	(12)

# Annexure 3.8: Register of Receipts and Issues of Measurement Books (Refer Para 3.9.2)

PMU/**DPMU/BPMU** .....

S.No.	Number of measurement book	Name and designation of person to whom issued	Date of issue	Date of completion	Date of return to office	Date of destruction	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

## Annexure 3.9: Contractor's Bill (Running Account Bills)

(Refer Para 3.9.4)

(For contractors: - this form provides for (1) Advance Payments (2) Payments for measured works) The form of Account secured advance which has been printed separately should be attached where necessary.

DPMU	BPMU
Cash Book Voucher No	Dated
Name of Contractor	
Name of work	
Serial No. of this bill	
No. & Date of his previous bill for this work	
Reference to agreement No	
Date of written order to commence work	
Date of actual completion of work	

# Account of Work Executed

Unit	Qty. executed upto date as per measurement book	Item of work ground under "sub-head" and "sub works" of estimate	Rate	-	the basis of asurements Since previous bill	Remarks
1	2	3	4	5	6	7
C/o						
			Rupees	Rupees	Rupees	
		al value of work done to e of work shown on prev				

Qty. executed upto		Item of work ground under "sub-head"		Payment on actual mea	· · · · · · · · · · · · · · · · · · ·	Demerile
Unit	date as per measurement book	and "sub works" of estimate	Rate	Up-to-date bill	Since previous	Remarks
				om	bill	
1	2	3	4	5	6	7
	Net Value of work since previous bill (f) figure (F)					
	In words Rupees					

**NB.** When there are two or more entries in column 6 relating to each sub head of estimate these should in case of works the amount of which are kept by sub heads be totaled and the total recorded in column 6 for posting of the work abstract.

#### **Certificates and Signature**

- 2. Certified that in addition to and quite apart from the quantities of work actually executed as shown in column 6 of Account I, Some work has actually been done in connection with several items and the value of such work (after deducting there from the proportionate amount of secured advances, if any, ultimately recoverable on account of quantities of material used therein) is in no case, less than the advance payments as per item 2 of the memorandum of payments made or proposed to be made for the convenience of contractor, in anticipation of and subject to the result of detailed measurements which will be made as soon as possible.

Dated Signature of officer Preparing the bill .....

Rank .....

.....

Dated Signature of contractor

Dated Signature of the officer author	rized payments
Rank	

#### **Annexure 3.10: Completion Report**

(Refer Para 3.9.5)

Name of work.....

Name of contractor.....

Authority for work.....

Date of commencement of work.....

Date specified in the agreement.....

(The form below is to be used when any item of the estimate has been exceeded)

Sub-head	As estimated			As executed		
of estimate	Quantity	Rate	Amount	Quantity	Rate	Amount
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Total						

Contd...

	Difference		Explanation of differences	
Quantity	Rate	Amount		
(8)	(9)	(10)	(11)	
Total				

**Note:** If the work is not completed within the specified time, the cause of delay shall be explained, if not penalty is levied the reasons for the same shall be recorded.

## **BPM/ Officer-In-Charge**

### **Annexure 3.11: Completion Certificate**

(Refer Para 3.9.6)

Name of work
PMU/DPMU/BPMU
Estimate No
Work Order No/ Agreement No and date

Certified that above mentioned work was completed on ...... and taken over on ...... and that I have satisfied myself to the best of my ability that the work has been executed as per provisions contained in the approved estimates/ DNIT.

Dated.....

**BPM/ Officer-In-Charge** 

#### 4.1 Introduction

The PMU shall be working under the overall guidance and directions of the Executive Committee. The Project Director of the PMU shall be the principal executive officer of HPCDP and shall be responsible for proper administration, management and operation of the Project. The Project Director will be the Controlling Officer of the officers and staff of the PMU.

The District Project Managers of the District PMU Offices shall be the overall in-charge of the functioning and operation of HPCDP in their respective districts and shall have the administrative control over the Block PMUs within their respective jurisdiction. The District Project Managers of the District PMU Offices will be the controlling officer of the officers and staff of the respective District PMU Office and the Block PMU Offices within their respective jurisdiction.

The Block Project Managers of the Block PMU Offices shall be the overall in-charge of the functioning and operation of HPCDP in their respective block areas.

#### 4.2 Administrative and Financial Powers

The PMU shall exercise powers delegated to it by the Executive Committee of HPADS from time to time. The present delegated powers are stated in **Table 4-1**<sup>9</sup>.

<sup>&</sup>lt;sup>9</sup>The present powers stated are in consonance with the delegation of financial powers accorded in the first meeting of the Executive Committee of Himachal Pradesh Agricultural Development Society on 2 July, 2011.

			Authority and Extent of Power				
Sl. No	Nature of Power	Chairman, Executive Committee	Project Director, PMU	District Project Manager	Block Project Manager		
1.	Administrative Approval &	Full	Rs. 30 lakhs	Rs. 6 lakhs	Rs. 0.50		
	Expenditure Sanction	Powers			lakhs		
	To accord administrative approval						
	and expenditure sanction for						
	various estimates of						
	construction/execution/purchase/op						
	eration and maintenance of						
	works/projects/devices						
2.	Agreement	Full	Rs. 60 lakhs	Rs. 6 lakhs	Rs. 0.50		
	Acceptance of lowest tenders and	Powers			lakhs		
	award of work with or without						
	negotiation with the lowest						
	tenderers for						
	construction/execution/purchase/op						
	eration & maintenance/repair &						
	maintenance of						
	works/projects/devices						
	Note: The powers for agreement						
	are subject to the following						
	conditions-						
	(a) if the lowest tender is higher						
	than the market rate, approval of						
	higher authority shall be						
	invariably obtained;						
	(b) if the tender other than the						
	lowest tender is accepted,						
	approval of the Project Director						
	shall be obtained; and in case of						
	Project Director, approval of						
	Chairman, Executive						
	Committee shall be obtained.						

# Table 4-1: Delegation of Powers

			Authority and	Extent of Power	
Sl. No	Nature of Power	Chairman, Executive Committee	Project Director, PMU	District Project Manager	Block Project Manager
3.	Acceptance of single tender with or	Full	Rs. 10 lakhs	Rs. 6 lakhs	Rs. 0.30
	without negotiation	Powers			lakhs
4.	Purchases	Full	Rs. 0.30 lakhs	Rs. 0.10	Rs. 0.005
	To sanction direct purchases of	Powers	per	lakhs per	lakh per
	stores from local market after		item/annually	item/annuall	item/annuall
	exhaustive exploration of all the		with ceiling of	y with	y with
	approved sources of supply and the		Rs. 2 lakhs	ceiling of Rs.	ceiling of
	rate contract arranged by the			1 lakh	Rs.0.15 lakh
	Controller of Stores, GoHP, i.e.				
	local purchase through quotation				
5.	To sanction purchases of stocks and	Full	Rs. 2 lakhs		
	purchases from manufacturer and	Powers			
	repair of articles except purchase of				
	motor vehicle				
6.	Purchase on rate contract with the	Full	Rs. 1 lakh per	Rs. 0.20 lakh	
	Controller of Stores, GoHP	Powers	item with	per item with	
			ceiling of Rs.	ceiling of Rs.	
			20 lakhs	5 lakhs	
7.	Purchase from principal	Full	Rs. 0.25 lakh		
	manufacturers	Powers	per		
			annum/item		
8.	To accord expenditure sanctions to	Full	Up to 20%		
	deviations for purchases of stocks	Powers			
	and purchases from manufacturer				
	and repair of articles except				
	purchase of motor vehicle				
9.	To accord expenditure sanctions for	Full	Rs. 2 lakh per	Rs. 0.50 lakh	
	purchase of office furniture	Powers	item	per item	
10.	To accord expenditure sanctions for	Full	Rs. 5 lakh per	Rs. 0.20 lakh	
	purchase/repair & maintenance of	Powers	item	per item	
	IT equipment, computer,				

			Authority and	Extent of Power	
Sl. No	Nature of Power	Chairman, Executive Committee	Project Director, PMU	District Project Manager	Block Project Manager
	photocopier, fax machine, survey and allied equipment.				
11.	To accord expenditure sanctions for purchase of items from manufacturers/authorized dealer.	Full Powers	Rs. 0.20 lakh per item	Rs. 0.10 lakh per item	
12.	To accord administrative approval & expenditure sanction for- (a) hiring building on rent for office accommodation (b) installation of telephone / intercom / EPBX		Full Powers Full Powers	Rs. 0.30 lakh Rs. 0.10 lakh	Rs. 0.05 lakh
13.	To accord expenditure sanctions for recurring miscellaneous expenses like electricity, telephone, water, etc.	Full Powers	Rs. 0.50 lakh	Rs. 0.10 lakh	Rs. 0.05 lakh
14.	To accord administrative approval and expenditure sanction for purchase of inputs for field demonstration, organization of training & exposure visits, workshops, field days, etc.	Full Powers	Rs. 5 lakhs	Rs. 1 lakh	Rs. 0.10 lakh
15.	To accord expenditure sanction for purchase of stationery articles/printing of literature	Full Powers	Rs. 10 lakhs per annum	Rs. 1 lakh per annum	
16.	To accord administrative approval and expenditure sanction for – (a) purchase of new vehicle (b) hiring of vehicle/repairs & maintenance/POL of motor vehicles	Full Powers 	Full Powers	Full Powers	

			Authority and	Extent of Power	
Sl. No	Nature of Power	Chairman, Executive Committee	Project Director, PMU	District Project Manager	Block Project Manager
17.	To accord administrative approval				
	and sanction to write off				
	losses/stores, etc. for –	Full	Rs. 0.25 lakh	Rs. 0.05 lakh	Rs. 0.02 lakh
	(a) unserviceable or waste	Powers	Rs. 1 lakh		
	materials				
	(b) irrecoverable value of stores or	Full			
	public money lost by fraud or	Powers			
	by negligence of individuals or				
	similar other causes.				
18.	To accord expenditure sanction for		Full Powers		
	payment of insurance				
	charges/premium.				
19.	To accord administrative approval	Full	Rs. 0.05 lakh	Rs. 0.04 lakh	Rs. 0.02 lakh
	and expenditure sanction for	Powers	per month	per month	per month
	hospitality charges.				
20.	To accord administrative approval	Full			
	and expenditure sanction for	Powers			
	construction of new buildings.				

## **Table 4-2: Delegation of Powers**

				Deputy	Assistant
		<b>C1</b> .	D : (	Project	Engineer
Sl. No	Nature of Power	Chairman, Executive	Project Director,	Director (Soil	(DPM)
NO		Committee	PMU	& Water	
				Conservation)	
21.	Power to Accord Technical			Full Powers	Rs. 3 lakh for
	Sanctions			for new works, subject	repair&
	To accord technical sanction for			to the	maintenance
	works such as minor irrigation,			condition that the DPR of	
	farm access roads, buildings, etc.			each sub-	
				project is duly	
				approved by the consultant	

	appointed for
	design &
	construction.
	Rs. 5 lakh for
	repairs &
	maintenance

However, till the Project Management Consultant (PMC) is in place, design and detailed project reports for each of the sub-projects will be sanctioned by a Technical Committee set up by the Department of Agriculture, GoHP. The Executive Committee further approved the revised delegation of financial and technical powers of the Project Director in the meeting held on 16 October, 2012 as given under:

Sl	Nature of Powers	Extent of powers delegated
No		under HPCDP
		Project Director
1.	Administrative Approval & Expenditure Sanction	
	To accord administrative approval and expenditure	
	sanction for various estimates of construction/	
	execution/purchase/ operation & maintenance/ repair &	Rs. 1.5 Crore
	maintenance of works/ projects/ devices	
2.	Technical Sanctions	
	To accord technical sanction for various estimates of	
	construction/ execution/ purchase/operation and	Already accorded as per the
	maintenance/ repair & maintenance of works/	requirement
	projects/devices	
3.	Agreement	
	Acceptance of lowest tenders & award of work with or	
	without negotiation with the lowest tenderers for :	
	(a) Construction/ execution/ purchase/operation &	
	maintenance/ repair & maintenance of works/ projects /devices	Rs.1.5 crore

	(b)Acceptance of single tender with or without negotiation	Rs.20.00 lac
	for item no. 3(a) above	
4.	To accord expenditure sanction to write off losses/ stores	
	etc .for:	
		Rs.10.00 lac
	(a) unserviceable for waste materials	
	<ul> <li>b) irrecoverable value of stores or public money lost by fraud or by negligence of individuals or similar other causes</li> </ul>	Rs.5.00 lac
	c) Actual losses of stock	Rs.0.20 lac

# 4.3 Other Administrative Powers

The administrative powers delegated for grant of leave, and approval of tour program are given in **Table 4-3**.

Sl	Nature of	Head of	Project Director	District Project	Block Project
No.	Powers	Department of Agriculture		Manager	Manager
1	Grant of Leave Other than Casual Leave	Full power in respect of project director.		Full power in respect of staff and officers of BPMU, including the BPM, and DPMU within his/her jurisdiction, subject to the condition that it does not involve appointment of substitute.	
	Grant of		Full powers in respect of	Full powers in	Full powers in
2	Casual Leave		staff and officers working in the state level	respect of staff and officers working in	respect of staff and

## Table 4-3: Delegation of Other Administrative Powers

S1	Nature of	Head of	Project Director	District Project	Block Project
No.	Powers	Department of		Manager	Manager
110.	Towers	Agriculture			
			PMU and the District Project Managers for whom he/she is the controlling officer	the District PMU and the Block Project Manager(s) for whom he/she is the controlling	officers working in the Block PMU and for whom he/she is the
				officer.	controlling officer.
		Full powers	Full powers for travel	Full powers for	
3	Approval of Tour Program and Tour Diary	for travel within and outside the State in respect of the Project Director.	within and outside the State in respect of staff and officers of the PMU.	travel within the state in respect of staff and officers of the DPMU and BPMU.	

\*\*\*\*

## 5.1 Introduction

HPCDP is categorized by JICA as FI (Financial Intermediary)<sup>10</sup>. Hence, during the course of development and implementation of different sub-projects under HPCDP, the PMU shall comply with environmental and social management principles and guidelines for addressing environment and social impacts due to the implementation of the Project in the target areas of five districts of Himachal Pradesh. Key objectives of environment and social management are:

- Provide integration of social and environmental aspects at all stages of project planning, design, execution and operation;
- Ensure positive social and environmental impacts and avoid/minimize any potential adverse impacts.

The environmental and social safeguards shall be applied to all sub-projects to be taken up under HPCDP. The PMU shall ensure that the projects meet the national and state level environmental and social safeguards policies and are also consistent with the applicable safeguards policies and provisions of JICA.

The Official Development Assistance (ODA) Charter of Japan states that when implementing ODA, great attention will have to be paid to factors such as environmental and social impacts, considering the socially vulnerable as well as gaps among various regions along with environmental issues.

#### 5.2 Application of Environment and Social Management (ESM)

ESM shall be applied to all stages of the HPCDP. Sub-projects triggering significant environmental/ social impacts, i.e. sub-projects with potential to trigger impacts on environmentally sensitive areas, or large scale social affectation are not envisaged under HPCDP. However, in the event of such sub-projects, being critical to HPCDP priorities, the sub-projects shall be included after undertaking the necessary environmental and social assessments, as mandated by Government of India, the State Government and conforming to the safeguard policies of JICA.

5

<sup>&</sup>lt;sup>10</sup>A proposed project is classified FI if sub-projects to be financed are not specified at the time of signing of the financing agreement, and therefore it is category for which JBIC cannot confirm the environmental and social considerations for prior to the financing agreement.

#### 5.3 Applicable Policies

The policies of the Government of India, as applicable, and the policies of the State Government pertaining to environmental and social issues will have to be complied with. In addition, JICA "Guidelines for Environmental and Social Considerations, April 2002" will be followed for subprojects under HPCDP involving civil construction activities and land acquisition. The JICA Guidelines outline the requirement to facilitate to have appropriate considerations for environment and social impacts, and accordingly examination of environmental and social considerations shall be conducted by the PMU.

#### 5.4 Potential Impacts and Management Measures

The environmental impacts identified at the initial stage of HPCDP are preliminary in nature and will need to be further elaborated and potential for occurrence has to be ascertained during further stages of sub-project design and implementation.

#### 5.5 Phasing of Sub-Projects

Sub-projects that have minimal or no environmental and social impacts may thus be considered for implementation on priority while projects that require more rigorous environmental or social assessments shall be taken up for implementation only after fully addressing the environmental and social issues.

Any significant environmental and social issues that may arise shall be addressed and mitigated through Environmental & Social Management Plan. The environmental and social management measures shall be included as part of the specifications and included as a work item in the bidding documents to ensure implementation.

#### 5.6 Participation/Consultation during Project Preparation and Implementation

Conduct of project preparation and implementation activities shall be community inclusive. Community participation shall be undertaken at the following stages:

- Selection Stage to sensitize the community about the sub- project and their role;
- Preparation Stage for disseminating information pertaining to the sub- project, work schedule and the procedures involved; finalization of sub-project components with identification of impacts, entitled persons, mitigation measures; and grievance redressal; and
- Implementation Stage for addressing temporary impacts during construction and monitoring for transparency in the project implementation.

#### 5.7 Land Donation

Though on small scale, some parcels of land will be required for some of the sub-projects for works such as construction of pump-houses, installation of lift for irrigation, etc. These small parcel of lands required under HPCDP are planned to be acquired through voluntary donation by individuals falling within the project area supported by affidavit for gift in favor of the KVA concerned. Further, to avoid
any possible legal complication in future, the Block PMU shall, in consultation with the legal counsel, arrange to obtain for the KVA a registered Deed of Land Donation from the individual donors in form and manner as permissible under law.

## 6.1 Accounting Procedure

### **Objectives:**

The objectives of the Accounting Procedure are -

- (i) To introduce necessary accounting system for finance, purchase, expenditure and auditing of the PMU;
- (ii) To prescribe forms and formats for recording the transactions;
- (iii) To record the assets and liabilities and various receipts and payments of the PMU properly; and
- (iv) To introduce effective internal financial management practice.

### **Accounting Principles**

The PMU shall follow the following Accounting Principles -

- (i) PMU shall follow double entry cash basis system of accounting;
- (ii) The financial year of the PMU shall be from the 1<sup>st</sup> April of the year to 31<sup>st</sup> March of the next year;
- (iii) All books of account of the PMU shall be maintained at its Head Office. In respect of the District PMU and Block PMU, the records shall be maintained by them in their respective offices;
- (iv) Receipts and Payments Accounts and Income and Expenditure Accounts for the whole year and Balance Sheet at year-end shall be prepared within three months after the closure of the financial year;
- (v) The maintenance of records shall be in such a way as to comply with requirements of the Financial Rules and Guidelines of the Government of Himachal Pradesh; and
- (vi) All the accounts shall be balanced and monthly trial balance shall be prepared within the 2<sup>nd</sup> week of the subsequent month.

## 6.2 Budget

- Budget generally depicts the estimated receipts and expenditure for the next financial year. The budget process shall, therefore, start from the month of November;
- (ii) First of all, estimated receipts shall be worked out. For this, the District PMU and Block PMU shall be asked to intimate their estimated funds that will remain unspent by the end of 31<sup>st</sup> March through their respective Controlling Officers. The SPMU shall also work out the funds that would remain unspent by the end of 31<sup>st</sup> March. Such unspent amount will come under the category "unspent balance of the current year";

- (iii) The balance in the bank account of the SPMU and DPMU shall be worked out. This will come under the category of "funds available in bank account";
- (iv) Requirement of funds for the project works in the next financial year have to be decided by the PMU by the end of January along with the estimated expenditure;
- The Budget prepared by the PMU shall be placed before the Executive Committee during January for its review and approval;
- (vi) The PMU shall, at the end of each quarter, review the progress of works done; funds position and take appropriate action.

### 6.3 Release of Funds

- (i) The SPMU shall send the draft annual plan of operation for the succeeding year to the District PMU not later than 30<sup>th</sup> September;
- (ii) In consultation with the Block PMUs, the District PMUs shall take steps to work out their work plan with financial forecast for each quarter and send the same to the SPMU, not later than 31<sup>st</sup> October every year;
- (iii) The SPMU, on receipt of the proposals, shall scrutinize, consolidate them along with their own office requirements. It shall then be send to the DoA/ Planning Department, GoHP, in the form of Annual Plan of Operation before 31<sup>st</sup> December; and
- (iv) The PMU shall release funds directly to the District PMUs based on the approved annual work plan and quarterly financial forecast.

## 6.4 Fund Transactions

## **Cash Transactions**

- (i) All remittances to the SPMU exceeding Rupees 5000/- shall be received by means of account payee cheques or drafts in the name of the SPMU;
- (ii) Cash purchases may be permitted for a sum exceeding Rs. 5000/-, only in case of emergency out of the imprest kept in the office. For all other payments exceeding Rs. 5000/- account payee cheque shall be issued.
- (iii) The Bank Book and Imprest (Petty) Register shall be maintained separately in printed forms with pages machine numbered;
- (iv) A certificate regarding the number of pages contained in the Bank Book and Imprest Register is to be furnished on the front page of the Bank Book and Imprest Register by the authorized officer concerned;
- (v) Funds received on behalf of the SPMU and the expenditures and advances made shall be recorded in the Bank Book or the Imprest Register, as the case may be;

- (vi) The Bank Book/ Imprest Register in Form 6.6 shall be written on daily basis and all entries are to be attested by the authorized officer concerned who may be authorized to sign the Bank Book/ Imprest Register;
- (vii) The correction in the Bank Book/ Imprest Register shall not be made by overwriting or by erasing. The incorrect entry shall be clearly scored off and correct entry shall be made separately under attestation of the concerned authorized officer; and
- (viii) Physical verification of the cash balance shall normally be made by the authorized officer concerned at the end of the month or at the time of closing of Imprest Register and his/her findings recorded in the Imprest Register.

## **Bank Transactions**

- (i) All the contingent bills must accompany the financial sanction as per details given in Form 6.7.
- (ii) Bank operation shall be reduced to minimum number of accounts
- (iii) All cheques/bank draft etc. received by the PMU shall be promptly deposited in the bank account;
- (iv) All cheques shall be received only in favour of PMU and it shall be ensured that they are crossed "Account Payee" immediately on receipt
- (v) All bank payments shall be made by crossed "Account Payee" cheques except self-drawn for office cash requirement;
- (vi) All cheques issued shall bear the signature of the concerned authorized officer. Amount of the cheque both in words and figures shall be written in such manner that there will be no scope for interpolation;
- (vii) Cheque number of each of the cheques issued shall be mentioned in the Cash Book, while giving the narration of such payment.
- (viii) Cheques shall be valid for three months after the month of issue. If the currency of a cheque expired owing to its not being presented within the period of validity, it may be revalidated and issued by the PMU. In case a cheque is not returned due to loss etc., the bank drawn on should be required to furnish a non-payment certificate as under:

"Certified that Cheque No	date	for Rs		
(Rupees			)	
reported by the		of th	he PMU to have bee	'n
drawn by it on this bank in favour of	f			
has not been paid and will not be paid	id if presented	hereafter".		

#### **Bank Manager with Seal**

(ix) When it is necessary to cancel a cheque, the cancelation must be recorded on the counterfoil, and the cheque. If the cheque is in the drawer's possession, it shall be destroyed. If the cheque is not in

the drawer's possession, the bank drawn on should be immediately addressed to stop payment of the cheque under intimation to the drawee requesting him to return the cheque; and

- (x) If the PMU is informed that a cheque drawn by it has been lost by the drawee, the required certificate to be obtained from the Branch Manager of the bank concerned after which it may consider to issue another cheque.
- (xi) Bank Statements are to be obtained by the 10<sup>th</sup> of every month for the preceding month's transactions and bank reconciliation statement shall be prepared for each of the Bank accounts in operation. Such reconciliation shall be reviewed for action, wherever necessary; and
- (xii) Debits and Credits towards bank charges, commission or interest which appear in the Bank Pass Book with supporting debit and credit slips received from the bank shall be recorded in the Bank Book.

## 6.5 Bank Book

- (i) The Bank Book shall be updated at least once in a day. The bank book shall be closed at the end of every day and the closing balance shall be arrived at. Entries in the bank book shall be made only for actual receipts and payments and not for any other reason;
- (ii) Advances paid shall be written in red ink in the inner column of the Bank Book and shall not be treated as expenditure. The advance paid will be treated as expenditure only after the receipt of accounts along with vouchers for the works carried out;
- (iii) The Bank Book shall be written in ink / ball point pen;
- (iv) Any correction in the Bank Book shall not be made by overwriting or erasing. The incorrect entry shall be neatly struck off and the correct entry made clearly and attested by the officer authorized to sign the Bank Book;
- (v) The Bank Book shall be produced to the Finance Officer / Accounts Officer, for verification at the end of every week, who shall verify the same and affix his/her signature on the bank book itself;
- (vi) If the accounting is maintained in computerized software, a daily printout of Bank Book shall be taken and weekly verification procedure as mentioned above shall be followed. A suitable MIS shall be developed to have better access of data from District PMU and Block PMUs;
- (vii) The bank pass book shall be updated once in a month. In case, if the statements are issued by the bank instead of pass book, the authenticated statement shall be obtained on a monthly basis;
- (viii) Reconciliation of the Bank Book and the bank pass book/ bank statement shall be prepared on a monthly basis called as Bank Reconciliation Statement (BRS) in the following manner:

#### A- Balance as per Bank Book

## B- Add:-

-Cheque issued but not presented (List enclosed)

-Other credits included in bank statement i.e. interest from deposits etc., if any, but not entered in bank book (List enclosed)

C- Total

### D- Less:-

-Cheques deposited in bank but not credited by bank as per statement.

-Bank charges not entered in bank book.

-Cheques dishonored but yet reflected in bank book (List enclosed)

#### E- Balance as per Bank Statement

 (i) The BRS shall be prepared for every bank and produced before the Finance Officer / Accounts Officer for verification and signature.

### 6.6 General Ledger

In addition to the Bank Book/ Imprest Register, General Ledger shall be maintained in **Form 6.7** to record individual account for each kind of receipt and expenditure. These ultimately help the PMU to prepare the monthly Trial Balance and Annual Statement of Income & Expenditure and other financial statements. General Ledger shall be in printed book and machine numbered. Entries in the General Ledger shall be posted on the basis of original entries in the Bank Book/ Imprest Register.

Connected columns in the General Ledger shall have brief particulars as contained in the Bank Book/ Imprest Register. In addition, subsidiary ledgers shall be maintained to record details of various transactions to supplement the General Ledger. The General Ledger Account shall be reviewed periodically by the Finance Officer / Accounts Officer.

### 6.7 Stock and Stores

- (i) The bills to be passed for payment shall bear the certificate that "Goods have been received in good condition and as per the specification" and that "Goods have been entered in the Stock Register at page\_\_\_";
- (ii) Entry of such store be recorded in the Stock Register item-wise and issue of the consumable goods may be shown in the said register;
- (iii) Fixed assets, stocks and stores shall be entered in Register in Form 6.8.
- (iv) Verification of the Stock and Stores shall be made annually by an officer authorized by the PMU and result of such verification shall be recorded in the concerned Stock Register; The stocks that are obsolete or declared unserviceable at the time of annual verification shall be intimated to the Project Director for preparing the write-off cases and after approval of the same in accordance with powers

delegated for the purpose, these items shall be disposed of as per the approved procedure by the Executive Committee; and

(v) Any loss of stock due to theft, misappropriation or damage shall be brought to the notice of the Project Director through set channels for necessary action and procedure of the State Government shall be undertaken.

### 6.8 Management of Funds at SPMU

- (i) All funds received by the PMU shall be deposited with one or more nationalized banks;
- (ii) Fund received in the shape of cash/cheque/draft shall be entered in the Cash/Cheque/Draft Register to be maintained in Form 6.1 and shall be deposited as quickly as possible in the bank account and in any case not later than three working days;
- (iii) Fund received in cash/cheque/draft shall be supported by the Money Receipt to be issued in Form
   6.2 and shall be deposited in the manner as provided in (ii) above. The money receipts shall be printed and machine numbered in duplicate. A Stock Register of Money Receipt Books shall be maintained in Form 6.3;
- (iv) The Project Director and any other officer of the PMU duly authorized by him/her may operate the financial transactions of the PMU through the bank. The Project Director shall exercise overall power with regard to management of project funds including taking up remedial measures and bringing it to the notice of the Executive Committee as and when necessary;
- (v) All bank accounts of the PMU shall be reconciled on monthly basis and all outstanding entries appearing in the reconciliation statement shall, as far as possible, be cleared before the next reconciliation is undertaken;
- (vi) Fund requirement for the next one month or so may be worked out and the balance amount, if any, in the bank account may be kept in saving account with nationalized banks. The interest accrued on saving bank deposits shall be retained by the State PMU (SPMU) and utilized for the implementation of the Project. The District PMU (DPMU) Offices shall review the bank account statement half yearly and the interest accrued shall be sent to the SPMU account. The SPMU shall keep its record and the amount so accrued shall be utilized in project activities such as repair and maintenance and upkeep of PMU buildings and other day to day unforeseen activities;
- (vii) Interest accrued Register shall be maintained in Form 6.4
- (viii) For meeting day to day administrative expenses, the SPMU and DPMU shall maintain an imprest cash balance not exceeding Rs. 25000/-; and the imprest shall be replenished after spending Rs. 10000/-.
- (ix) The unspent amount with District PMU at the end of 31<sup>st</sup> March shall be reported to the PMU Head Office before 7<sup>th</sup> April;
- (x) All payments shall be supported by bills/ invoices or other documents and authorized by the Project Director in Form 6.5.

(xi) The revalidation for utilizing the unspent amount shall be subject to approval of the Executive Committee for carrying out the works beyond 31<sup>st</sup> March.

## 6.9 Funds Management at the District PMU

#### **Funds Management**

- The District PMU shall open a separate bank account in a nationalized bank for transactions with prior approval of the PMU Head Office. This account shall be in the name of the District PMU and it shall be operated with single signature of the District Project Manager;
- ii) The District PMU on receipt of the cheques / drafts from the PMU, shall enter the same in the "Register of Cheques / drafts received" (Form 6.1);
- iii) The District PMU shall execute the works either by contractual system or on submission of vouchers / invoices duly checked and verified by the Block PMUs;
- iv) Bank accounts of the District PMU shall be reconciled on monthly basis. Outstanding entries appearing in the bank reconciliation statement shall be cleared before the next reconciliation is undertaken in the same manner as described in paragraph 6.6;
- v) Miscellaneous advances, if any required, to be paid shall be recorded in the "Register of Miscellaneous Advances" in **Form 6.9**;

### **Bank Book**

- i) The Bank Book at the District PMU shall be maintained in similar manner as described in paragraph 6.5 for the SPMU.
- ii) The closing balance, if any, shall be physically verified by the District Project Manager at the end of each month or as and when necessity arises and findings recorded in the Bank Book;
- iii) An abstract of the monthly accounts of receipts and payments shall be sent to PMU Head Office by the District PMUs by the 10<sup>th</sup> of the next month. The concerned Block PMU shall send the monthly accounts statement to the District PMU not later than 20<sup>th</sup> of every month;
- iv) All the bills and vouchers pertaining to the implementation of the project shall be kept separately in safe custody at District PMU and need not be sent to the PMU Head Office.

### 6.10 Funds Management at the Block PMU

### **Funds Management**

- i) The Block PMUs are the units for execution of the project works individually;
- ii) A separate register of cheques received shall be maintained in Form 6.1;
- iii) A separate Bank Book and ledger shall be maintained by the Accountant in the Block PMU in printed form in Form 6.6 with printed page numbers; and

iv) The Bank Book shall be written in pen and any correction in Bank Book shall not be made by overwriting or by erasing. The incorrect entry shall be clearly scored off and correct entry made separately under proper attestation.

#### **Maintenance of Accounts**

- i) The Block PMU shall be responsible for maintenance of account vouchers for the project works executed by it;
- ii) All necessary records like the Bill Register (Form 6.10), Work Progress/ Material Supply Register (Form 6.11), Measurement Book, Muster Roll, etc., wherever necessary shall be maintained and sent to the DPMU for drawal and payment;
- iii) All works shall be inspected / measured / checked and then only bills shall be prepared by the Block PMU for submission to the District PMU. The measurement books shall be invariably maintained for such works as prescribed in the procedure of the State Government;
- iv) The bill shall be certified by the Block Project Manager regarding the quality and quantity of the works executed;
- v) A register of work bills sent to the District PMU shall be maintained in Form 6.12. After the bills are passed by the District PMU, the amount for which the bills have been passed shall be entered in the said register;
- vi) No records of the Block PMU relating to HPCDP works shall be destroyed without the prior permission of PMU Head Office.

### 6.11 Income Tax

For all payments made to contractors and service providers income tax shall be deducted in accordance with the procedure and at the rates as specified in the Income Tax Act, 1961 and Rules thereunder. The details of Income Tax deducted shall be recorded in the Tax Deducted at Source (TDS) Register in **Form 6.13**.

### 6.12 Sale Tax

Sales Tax/Value Added Tax on invoices of contractors and suppliers shall be made as per the provision of the relevant Act and Rules. The details of Sales Tax/Value Added Tax payments shall be recorded in the sales tax resister in **Form 6.14.** All invoices submitted by the contractor/ supplier shall show the amount of VAT separately, and processing the invoice the PMU shall check and ensure that VAT and levies are shown separately.

### 6.13 Service Tax

For all payments of service tax to the contractors, consultants and suppliers as applicable under the service tax rules shall be reimbursed in accordance with the rates prescribed from time to time by the

Government of India on production of payment of service tax by the contractor/ consultant/ supplier. The details of service tax payment shall be recorded in the service tax register in **Form 6.15**.

## 6.14 Loan Disbursement Procedure

The loan for HPCDP will be disbursed by JICA through Commitment Procedure and Reimbursement Procedure. Under the Project, Commitment Procedure will be applied for Consulting Services, and Reimbursement Procedure will be applied for the rest of the other works.

- Commitment: After the letter of credit (L/C) is issued by L/C issuing bank and L/COM is issued by JICA, supplier can receive the fund from JICA passing through only commercial banks (L/C issuing bank and supplier's bank). This is applicable for foreign currency payments only.
- 2) Reimbursement: After DoA makes payment to suppliers, DoA request JICA through CAAA to reimburse the fund. In this case, the funds transferred by JICA to the bank account of the Government of India will pass through the Government of Himachal Pradesh through DoA.

The reimbursement procedure for Japanese ODA Loan dated October 2008, as amended from time to time, shall apply for disbursement of the proceeds of the loan for payments made to the supplier(s) of the eligible country (ies) with stipulations as contained in schedule 6 of the reimbursement procedure and provided in **Annexure 6.1**.

General administration cost, all fiscal levies, charges, taxes, and duties imposed by the Government of India or any other department of the Central or the State Government with regard to any activities of foreign and local contractors and consultants for HPCDP constitute non-eligible expenditure for the purpose of reimbursement from JICA; and shall be borne by the DoA, GoHP.

### (Refer: JICA Commitment Procedure for Japanese ODA Loans, Oct. 2008)

### 6.15 Audit of Accounts

- (i) The accounts of the PMU shall be audited quarterly and annually by a Chartered Accountant as approved in the 3<sup>rd</sup> Meeting of Executive Committee.
- (ii) The audited accounts along with the auditor's report shall be submitted to the Executive Committee through DoA for consideration and approval.
- (iii) The audited accounts and the audit report together with observations, if any, of the Executive Committee shall be submitted to the Governing Council for consideration after the meeting of the Executive Committee.
- (iv) A copy of the annual audited accounts and the audit report, shall be submitted to the JICA India Office.

Sl. No.	Date of Receipt	Money Receipt		From whom Received	Cash/Cheque/Draft No.	Date	Name of the Bank
		No.	Date				
1	2	3		4	5	6	7

# Form 6.1: Register for Cash/Cheque Received

Amount	Date of deposit in bank	Name of the bank in which deposited	Signature of the officer – in-charge	Date of collection of cheque	Cash book Relevant dr. Item/vr.no.	Remarks
8	9	10	11	12	13	14

# Form 6.2: Money Receipt

Book No		Receipt
No		
	-1	
Received	with	thanks
from		
the	sum	of
Rs	(Rupees	
)		
By		Cash/Cheque/DD
No		
on account of		
Date		

Signature of Received Officer

N.B: The money receipt form should be maintained in duplicate forms and the duplicate copy to be retained in the receipt book itself.

No. of	Book N	los	Receipt N	los.	Signature of	Date of
Books received	From	То	From	То	Office-in- Charge	Issue
2	3	4	5	6	7	8
		received	received From To	received From To From	received From To From To	received From To From To Charge

# Form 6.3: Stock Register of Money Receipts

No. of books	Books	Books Nos.		t Nos.	Signature of		
Issued	Issued From To From To	Office-in- Charge	Remarks				
9	10	11	12	13	14	15	

Form 6.4:	Interest	Accrued	Register
-----------	----------	---------	----------

Savings Deposit Bank Account No.	Period	Rate of Interest	Amount of Interest (Rs.)	Signature of Officer-in- Charge	Remarks
1	2	3	4	5	6

## Form 6.5: Expenditure Sanction

HPADS HPCDP-JICA ODA HMR (Sanction)-2012-13

## **Office Order**

In exercise of th	-						U		
Rs(1									
The expenditure to b	be incurred	l on							
The expenditure	of this	account	could be	met	out of	funds pro	ovided	under	Head
Demand No			S.O.E						
For the year									

Project Director PMU

	Receipt				Payments				
Date	Receipt No.	Particulars	Amount (`Rs.)	DateVoucher No.ParticularsAmou (`Rs					

## Form 6.6: Bank Book/ Imprest Register

# Form 6.7: General Ledger

Name of the Account:	••
Account Code:	•••

Date	Voucher No.	Accounts Mode	Narration	Reference of Cash Book/Bank Book	Debit Amount (Rs.)	Credit Amount (Rs.)
		To / By Balance b/f By/To Balance c/d	Total of transactions for			
			the period			

Sl. No	Date	Opening Balance	Quantity Received	From whom received/ to whom issued	Quantity issued	Closing balance	Remarks (Store-in- charge)

## Form 6.8: Assets, Stocks and Stores Register

Sl. No.	Date of Payment	Name of Employee	Amount of Advance Paid (Rs.)	Purpose of Advance	Date on which voucher submitted	Amount for which voucher submitted (Rs.)	Balance amount refunded (Rs.)	Amount Outstanding (Rs.)	Details of Cash Book/ Voucher No. for the adjusted voucher amount	Remarks
1	2	3	4	5	6	7	8	9	10	11

Form 6.9: Register of Miscellaneous Advances Paid

Date	Bill No. & Date	Amount of the bill (Rs.)	Brief details of bill	Amount for which the bill is passed (Rs.)	Date of passing	Amount of Advance, if any paid (Rs.)	Amount of advance outstanding after passing bill (Rs.)	Date of payment with Cash Book/ Voucher. No.	Initial of Authorized Officer
1	2	3	4	5	6	7	8	9	10

# Form 6.10: Register of Bills Received

Serial Number	Date of Approval of Work/ Material Supply Receipt	Nature of articles	Nature of Works	When begun
(1)	(2)	(3)	(4)	(5)

# Form 6.11: Work Progress/ Material Supply Register

Date of Issue of Articles	Signature of Officer In charge	Remarks
(7)	(8)	(9)
	Articles	Articles Signature of Officer In charge

Date	Bill No. & Date	Amount of the bill(Rs.)	Brief details of bill	Amount for which the bill is passed(Rs.)	Date of passing	Amount of Advance, if any paid(Rs.)	Amount of advance outstanding after passing bill(Rs.)	Date and Reference of Bill Sent to DPMU	Initial of Authorized Officer
1	2	3	4	5	6	7	8	9	10

Form 6.12: Register of Work Bills Sent to the District PMU

Sl. No	Name and address &Income Tax Registration No. (PAN) of Contractor/Supplier	Gross value of the Bill(Rs.)	Amount credited or Paid(Rs.)	Date of Payment	Date of Tax Deduction
1	2	3	4	5	6

## Form 6.13: Tax Deducted at Source Register

Amount of deduction (Rs.)	Date of Deposit &Challan No.	Signature of Accountant	Signature of Officer-in-Charge	Remarks
7	8	9	10	11

Sl. No	Name and address & Sale Tax Registration No. of Contractor/Supplier	Gross value of the Bill (Rs.)	Amount of Sales Tax Paid (Rs.)	Date of Payment	Signature of Accountant	Signature of Officer- in- Charge	Remarks
1	2	3	4	5	6	7	8

# Form 6.14: Sales Tax Payment Register

S. No.	Date of Invoice	Nature of Service	Name of Service Provider	Address of Service Provider	Service Tax Registration No.	Gross Amount of Invoice (Rs.)	Service Tax (Rs.)	Education Cess (Rs.)	S H E Cess (Rs.)	Total Services Tax Paid (Rs.)	Invoice Paid on	Invoice Amount (Rs.)

# Form 6.15: Service Tax Payment Register

#### **Annexure 6.1: Reimbursement Procedure**

(Refer Para: 6.14)

Reimbursement Procedure for Japanese ODA Loans dated October 2008 (as amended)(hereinafter referred to as the "Reimbursement Procedure") may mutatis mutandis be applied for disbursement of the proceeds of the Loan for the payments made to the Supplier(s) of the Eligible Source Country(ies) with the following supplemental stipulations:

- 1. The authorized foreign exchange bank in Tokyo wherever mentioned in this Schedule, including the Reimbursement Procedure, shall be Bank of India, Tokyo.
- 2. The supporting documents evidencing each payment and its usage, as mentioned in 2. (b) of the Reimbursement Procedure, shall be as follows:
  - (1) For payments to supplier(s)
    - supplier's invoice specifying the goods, with their quantities and prices, which have been or are being supplied;
    - document evidencing delivery of the goods listed on the invoices; and
    - document evidencing the date and amount of payment made to the Supplier(s).
  - (2) For payments to contractors or consultants
    - contractor's or consultant's invoice showing the work performed by the contractor or consultant;
    - certificate signed by the Executing Agency on the work performed by the contractor or consultant; and
    - document evidencing the date and amount of payment made to the contractor or consultant.
  - (3) Notwithstanding the provisions of the paragraph (1) and (2) mentioned above, as for the disbursement of the proceeds of the Loan allocated to Category (A) stipulated in Section I of Schedule 2 attached hereto, 2. (b) of the Reimbursement Procedure shall be disregarded.
- 3. Paragraph 4. of the Reimbursement Procedure shall be substituted as follows:
  - (1) When the currency used for the actual payments to the Supplier(s) is Indian Rupee amount stated in the Request for Reimbursement shall be either in Japanese Yen converted at the RBI reference rate quoted by the Reserve Bank of India, Mumbai, or day immediately preceding the day on which the Request for Reimbursement is made in Indian Rupee. In the former case, the amount paid in the currency and the exchange rate used for conversion to Japanese Yen shall be described in the Summary Sheet Payments as per Form JICA-SSP. In the latter case, the amount of reimbursement Japanese Yen shall be calculated at the RBI reference rate quoted by the Reserve

Bank India, Mumbai, informed to JICA through the authorized foreign exchange bank, Tokyo two (2) banking business days before the day when the reimbursement is made.

- (2) When the currency used for the actual payments to the Supplier(s) is other than Indian Rupee, the amount stated in the Request for Reimbursement shall be either in Japanese Yen, converted at the T/T buying rate quoted by the authorized foreign exchange bank India, on the day immediately preceding the day on which the Request Reimbursement is made, or in the currency other than Japanese Yen or Indian Rupee. In the former case, the amount paid in the currency and the exchange rate used conversion to Japanese Yen shall be described in the Summary Sheet of Payments as Form JICA-SSP. In the latter case, the amount of reimbursement in Japanese Yen is to be calculated at the T/T selling rate quoted by the authorized foreign exchange bank, Tokyo two (2) banking business days before the day when the reimbursement is made.
- 4. Form JICA-RFR-SOE attached hereto shall be substituted for Form JICA-SSP attached to the Reimbursement Procedure for disbursement of the proceeds of the Loan allocation Category (A) stipulated in the Section 1ofSchedule 2.

### (Form JICA-RFR-SOE)

### **Request for Reimbursement**

Date: Loan Agreement No.: App. Serial No.:

## To: JAPAN INTERNATIONAL COOPERATION AGENCY

JICA INDIA OFFICE, New Delhi, India

Attention: Chief Representative

Ladies and Gentlemen:

- Pursuant to the Loan Agreement No. ID-P213 dated February 17, 2011, between the JAPAN INTERNATIONAL COOPERATION AGENCY (hereinafter referred to as "JICA") and THE PRESIDENT OF INDIA, the undersigned hereby requests for reimbursement under the said Loan Agreement, of the sum of \_\_\_\_\_(say) in reimbursement of expenditures as described in the attached Statement of Expenditure.
- 2. The undersigned has not previously requested for reimbursement of any amounts from the Loan for the purpose of reimbursing or of meeting the expenditures described in the attached Statement of Expenditure. The undersigned has not obtained nor will obtain funds for such purpose out of the proceeds of any other loan, credit or grant available to the undersigned except short-term loans or credits, if any, established in anticipation of the reimbursement requested for herein and to be repaid pro-tan to with the funds reimbursed hereunder and any charges, commission or interest paid or payable under such anticipatory short-term credits are not included in the amount herein requested to be reimbursed.
- 3. The undersigned certifies that:
  - a) the expenditures, hereby sought to be reimbursed, were made for the purposes specified in the Loan Agreement;
  - b) the goods and services purchased with these expenditures have been procured in accordance with the applicable procurement procedures agreed with JICA pursuant to the said Loan Agreement and the cost and terms of purchase thereof are reasonable;

- c) the said goods and services were or will be supplied by the supplier(s) specified in the attached Statement of Expenditure and were or will be procured in (or, in the case of services, supplied from) the applicable eligible country(ies) for Japanese ODA Loans.
- 4. Please reimburse the amount requested for herein by paying into their non-resident yen account of the Borrower in Bank of India, Tokyo, Japan.
- 5. This request consists of [] pages(s) and [] signed and numbered Statement of Expenditure.

Very truly yours,

(Name of Borrower)

(AuthorisedSignature)

### (Form JICA-SOE)

### **Statement of Expenditure**

					Date: Serial No.:	
Transaction	Purchaser	Supplier	* Nationality of Supplier	Description of goods and/ or services	** Category	Origin
1	2	3	4	5	6	7
1						
2						
3						
Total						

Contract Amount, Contract No. and JICA Concurrence No. for Contract	Date of payment	*** Amount of payment (without tax)	**** Nature of payment	Method of procurement	Amount applied for financing (without tax)	***** Disbursement ratio
8	9	10	11	12	13	14

The undersigned certifies that the supplier(s) and goods and / or services stated above are eligible under the Loan Agreement.

Exchange rate: \_\_\_\_\_

\* Note for 4. Nationality of supplier: Country in which the supplier is incorporated and registered

\*\* Note for 6. Category: Category name described in Section 1 of Schedule 2 of the Loan Agreement

\*\*\*Note for 10 Amount of Payment: If not in Japanese Yen, state both the amount in the currency in which the payment was made to the Supplier(s) and its converted amount (s) calculated in accordance with 3 of the Reimbursement Procedure and 3 of Schedule 6 of the Loan Agreement , as well as the conversion rate(s).

\*\*\*\* Note for 11. Nature of payment: A down payment, an installment payment or the final payment, etc.

\*\*\*\*\* Note for 14. Disbursement Ratio: Ratio of amount applied for Financing against Amount of Payment in the currency in which the Payment was made to the Supplier(s)

For (the Name of the Borrower)

## **Reimbursement Claim**

Statement of Eligible & Non Eligible Expenditure for the Month of ......in respect of.....

Particular of Activity	Budget for the year	Previous Expenditure	Bill No and Date	Gross Expenditure incurred under the activity during the month	Amount of VAT & Taxes	Net Amount Claimed	Total Expenditure	Balance Amount	Non Eligible Expenditure
1	2	3	4	5	6	7	8	9	10

# ESTABLISHMENT OF \_\_\_\_\_

Bill No.: Bill Date:			H.P.T.R. 5 ABSTRACT			(For Treasury office use) Voucher No.: Voucher Date:		
			(SOE*) _					
1.	Treasury Code	:		2.	Dema	nd No. :		
3.	D.D.O code	:		4.	Gztd/N	Non-Gztd :		
5.	Major Head	:		:			<u> </u>	
6.	Sub-Major Head	:		:				
7.	Minor Head	:		] :				
8.	Sub Head	:		:				
9.	Budget Code	:		10	). Object	t Code :		
11.	Plan/Non-Plan	:	(P/N)	) 12	2. Voted	/Charged :	(V/C)	
13. 14.	Particulars To Whom paid	: _						
15.	Cheque No.	eque No. :Cheque Date						
<ul> <li>16. Original No. : Original Date</li> <li>17. Amount to be classified by T.O. (Rs.) :</li> </ul>								
Total: B.T. Deduction: Net:								
BOOK TRANSFER RECOVERIES (* CORRESPONDING RECEIPT CODES*)								
1.	Other B.T. I	Rs	Major	S. Maj.	Minor	S.Hd.	DDO Code	
2.	Other B.T. II	Rs						

# DETAIL (SUB-OBJECT) HEADS

Description	Code		Amount

## APPROPRIATION

Appropriation for 200 - 200	Rs. :	
Deduct Expenditure (including this bill)	Rs. :	
Balance Available	Rs. :	

(SOE\*): Here specify the name of the object code in RED INK

# ABSTRACT OF BILLS FOR (M.R./T.E./Contingency/Grant-in-Aid/Scholarship/others

(Specify) \_\_\_\_\_

							- nt Officer)		
-	objection								
Objected to		Rs							
Admitted for	•	Rs							
		(TO BE USED B	SY ACCOUNT	TANT GENI	ERAL)				
Dated :		( S	uperintendent)						
Pay Rs	Pay Rs(Rupees						)		
		(TO BE U	SED BY TRE	ASURY OF	FICE)				
Sign. In Tok		eck			Seal with code				
(Treasury Cl	erk)				(Signat	ure of D.D.O)			
		•							
Less Advanc		vide T/V Dated		Rs.					
***GF	RAND T	OTAL***							
				SUB-0		etc.)			
Sub-V No	Vou.	Particulars of Sub- Vouchers	Total Amount	SUB-OBJECT AMOUNTS			(Sanction No. / Date		
S1. N	Jo./	Name of Claimant /		SUB	Remarks				

## 7.1 Objectives of Monitoring and Evaluation (M&E)

The main objectives of monitoring and evaluation are to:

- Provide continuous feedback to the project management and other stakeholders on the quality of project implementation;
- Institutionalize learning mechanisms;
- Facilitate appropriate and timely decisions; and to assess the outcomes and impact of the project vis-à-vis the objectives.

The M&E system of the HPCDP shall be guided by the principles that:

- The M&E system generates only relevant information that are required and used at the appropriate level and frequency for the decision making progress, and
- The system should help in assessing the outcomes and impact of the project vis-à-vis the objectives;
- The system should contribute to the capacity of the poor and other stakeholders involved in the process of planning and implementation of the project.

## 7.2 Components of M&E

The M&E system shall have four distinct components, namely

Baseline - for assessing the pre-project conditions

**Performance Tracking** – MIS based input-output system to track the progress and performance on a periodic basis

**Internal Learning** – Internal management review and learning system (monthly review and planning meetings and monthly reporting by the project staff at various levels, particularly at district and block level) and

**Impact Evaluation** – External impact evaluation involving mid-term review and impact assessment (by independent agency).

## 7.3 PMU Responsibilities

PMU will be responsible for monitoring and evaluation of progress and implementation of HPCDP. The main tools for monitoring implementation progress and data gathering shall be as follows:

i) **Internal tracking of implementation progress** through the PMU's own supervision efforts for real time rectification/adjustments, which will include both physical investments and soft

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activities (e.g., infrastructure development planning component, farmers support component, institutional development program, etc.).

- ii) Engineering Supervision Reports: SPMU/ DPMU/ BPMU and independent consultant, as and, where appropriate, will carry out the design and supervision of the construction activities, especially with regard to the investments in physical assets. This will allow the PMU to monitor contractors and ensure that the quality of the works meet design standards.
- iii) Evaluation of Technical Assistance for all the offices of the PMU will be carried out annually, at mid-term (third of the Project) and at project completion (after seven year) by an independent consultant. The objective of this study is to evaluate:
  - a) Infrastructure Development Component consisting of construction of irrigation facilities and improvement of farm access roads which further consists of (i) new development of minor irrigation systems covering Flow Irrigation System in 78 sites, Lift Irrigation System in 44 sites, Deep Tube Well in 29 sites, and Shallow Tube Well in 21 sites; (ii) improvement of Flow Irrigation System in 11 sites, and Lift Irrigation System in 27 sites, and (iii) development and improvement of farm access roads in 147 sites;
  - b) The Farmers Support Component consisting of (i) organization of farmers' groups,
     (ii) vegetable promotion, (iii) food grains productivity improvement, and (iv) promotion of food processing;
  - c) Proposed Institutional Development Program consisting of 3 components of (i) strengthening of Department of Agriculture, (ii) strengthening of extension service function and (iii) baseline survey and impact assessment.
- iv) **Mid-term and final project outcome assessment** (Borrower's Implementation Completion Report).

### 7.4 Monitoring and Evaluation Framework

Monitoring and Evaluation (M&E) of projects provides funding agencies, implementing agencies, governments and civil society with a means for learning from past experience which in turn would enable better performance, improve quality, plan and allocate resources in a cost effective manner and get better results.

M&E is required for two purposes. The first is for the M&E of project implementation while the second is for the M&E of project outcomes. In either case, M&E has to be done using a set of performance indicators.
# 7.5 Performance Indicators

Performance indicators are measures of inputs, processes, outputs, outcomes, and impacts for projects and programs. When supported with sound data collection involving formal surveys, analysis and reporting, indicators enable PMU to track progress, demonstrate results, and take corrective action to improve service delivery.

The PMU shall, in consultation with the DoA, determine the performance indicators. However, considering the fact that there is a gestation period for implementation of the Project, the performance indicators in regard to the targets determined for physical construction and supplies and of farmers group support component under the Memorandum of Discussions dated 1 October 2010 among the Ministry of Agriculture, Government of India, Department of Agriculture, GoHP, and JICA, may be gradually increased over the project period beginning with a 5% achievement target by fourth year of the Project.

In addition, the performance indicators may include the timeline for implementation of different project activities set out in Attachment 3 of the Memorandum of Discussions dated 1 October 2010 among the Ministry of Agriculture, Government of India, Department of Agriculture, GoHP, and JICA.

## 7.6 M&E of Project Implementation

During implementation, the PMU shall monitor and evaluate progress and results against a work plan and results framework. The PMU team members along with the Project Management Consultants (PMC) shall meet at least once every month to review the progress in implementing the detailed work plan developed at the commencement of the project. The specific aims of these meetings would be to monitor timelines and expenditures in the completion and delivery of scheduled activities and outputs respectively, and highlight exceptions. At these meetings, Design & Supervision Consultants, if any, of ongoing contracts awarded to implement various components, should submit to the PMU a report on all relevant aspects, including:

- i) Proportion of scheduled activities that were commenced and completed on time.
- ii) Proportion of scheduled expenditure incurred for the activities undertaken
- iii) Details of activities that were started or finished late
- iv) Problems that were experienced or are anticipated and proposed remedial actions
- v) Major activities planned for the next month.

In absence of Design & Supervision Consultants, the PMC may submit the report with contents listed above.

The PMU shall send a monthly progress report to the Executive Committee summarizing the above aspects. In addition, it shall prepare a composite quarterly report on project implementation, and submit it to the Executive Committee within 3 weeks from the end of the quarter covered, and semi-annually to the Governing Council.

## 7.7 M&E of Project Outcomes

A simplified results framework for HPCDP which sets out the expected linkages between project interventions, and the Project's Development Objective (PDO) has been given in **Annexure 7.1**. This framework delineates outcome and output indicators for each PDO and associated intermediate outcomes. The PMU shall use the identified indicators to monitor and evaluate the project outcomes. To avoid collecting redundant, or, an excessive volume of under-utilized data, indicators should:

- Correspond to the PDO/intermediate outcome/output
- Be credible
- Be derived from reliable data that is currently or can be easily collected
- Be straight forward.

Each indicator shall have a baseline and target values. A baseline value represents the value of the indicator prior to implementation of the project. The PMU shall establish the baseline values prior to project implementation. Target values as expected in the PDO shall be the basis for monitoring, evaluating and reporting performance over time through the collection of time series data. The PMU shall periodically review targets for reasonableness, and where necessary revise them in consultation with Department of Agriculture, GoHP and JICA.

Baseline and time series data can be collected through a variety of methods including mining existing data repositories, rapid appraisal methods, surveys, expert panels, key informant interviews, extraction from other data sources, ad hoc studies etc. Each method has its advantages and disadvantages with respect to data quality and collection cost. Formal data collection methods (e.g., internal tracking of implementation progress, engineering supervision reports, public accountability, etc.) shall be used by the PMU.

# 7.8 Data Collection and Reporting

The PMU shall identify appropriate indicators for monitoring and evaluation of the project implementation. It can also procure the services of a competent agency through procurement process as described in the procurement guidelines of this manual to monitor and evaluate the outcomes of the project, if required. It would be necessary for the PMU to provide the terms of reference for such services. A sample term of reference for such M&E service is given in **Annexure 7.2**.

# 7.9 Public Participation in M&E

The PMU shall prepare quarterly reports which narrate the activities completed, and outputs and outcomes delivered by the Project highlighting successes; constraints; and whether planned targets are achieved or otherwise. This shall be presented on a component-by-component basis. The reports are to be prepared within 3 weeks from the end of the quarter covered. In addition to its own findings, the PMU

could also rely on external evaluators to mitigate any risks associated with not meeting the PDO. Such independent evaluators shall advise on such aspects as:

- Whether the project's essential elements are in place;
- Whether the PDO and other targets are likely to be met;
- The impacts of any unexpected development that have taken place since project initiation;
- Impact on project beneficiaries and whether positive impacts can be sustained;
- Steps to be taken to enhance the project benefits as implementation progresses.

The PMU shall establish a Management Information System (MIS) - preferably a computerized system - which can be used to store baseline and time series data, and generate reports. Such reports shall be available for public access on a website created for HPCDP and feedback received shall also be published.

# Annexure 7.1: Project Development Objectives (PDO)

(Refer Para 7.7)

# **Overall Objective**

The overall objective of Himachal Pradesh Crop Diversification Project is to promote sustainable crop diversification in Himachal Pradesh by development and rehabilitation of minor irrigation facilities and farm access roads, as well as, by improvement of extension services including promotion of vegetable cultivation, thereby contributing to improvement of livelihood of farmers in the State.

The project is designed to operate in the target areas of five districts of Himachal Pradesh, namely, Hamirpur, Mandi, Kangra, Una and Bilaspur.

#### **Qualitative and Quantitative Data of Monitoring Indicators**

Indicators	As at 2009	Target as on 2021
A. Infrastructure Development -Development & Implementation -Development & Implementation		
1. Irrigation Beneficiary Area (ha.)	2183	3712
2. Length of Access Farm Road (km)	-	100
3.BeneficiaryFarmersHousehold (HH)	-	4320
B. Farmers Support		
4. Vegetable Cultivated Area:		
Dry / Rabi Season (ha)	170	1820
- Tomato	10	200
- Root Vegetables	30	100
- Peas	10	300
- Cauliflower	40	400
- Other Vegetables	80	820
5. Vegetable Cultivated Area		
Rainy/Kharif Season (ha)	110	1410

Indicators	As at 2009	Target as on 2021		
- Tomato	10	160		
- Root Vegetables	20	80		
- Peas	10	230		
- Cauliflower	30	310		
- Other Vegetables	40	630		
6. Food Grain Cultivated Area:	2910	1610		
dry (ha)				
7. Food Grain Cultivated Area:	2910	2220		
rain (ha)				
7. Gross Average Farm Income	20000	145000		
(Rs. Per ha)				
8. Yield by Crops: dry (ton per				
ha)				
- Tomato	19.0	30.0		
- Root Vegetables	6.9	11.5		
- Peas	6.2	10.4		
- Cauliflower	9.5	15.9		
9. Yield by Crops: rain (ton per				
ha)				
- Tomato	19.0	30.0		
- Root Vegetables	6.9	11.5		
- Peas	6.2	10.4		
- Cauliflower	9.5	15.9		

# Note:

- 1. The data recorded as at 2009 are tentative and should be updated through baseline survey.
- 2. The target cultivated area to be achieved by the Project should be total area for all the vegetables.
- **3.** Since the data regarding yield by crop are the average of dry and rainy seasons, the baseline and target figures should be determined by the PMU after commencement of the Project.

**Monitoring Plan for the Indicators:** The monitoring of abovementioned indicators shall be done in the following manner:

- Daily monitoring by community motivators and overseers
- Weekly monitoring by BPMU staff
- Quarterly monitoring by DPMU
- Annual Review Meeting by SPMU
- Monitoring by JICA yearly

JICA would carry out the evaluation activities 5 years after the signing of the loan agreement, and 3 years and 7 years after the project completion.

# Annexure 7.2: Terms of Reference for Monitoring and Evaluation Consultant (Refer Para 7.8)

#### Background

Himachal Pradesh Crop Diversification Promotion Project (HPCDP) being implemented by the Himachal Pradesh Agriculture Development Society (HPADS) with Department of Agriculture, Government of Himachal Pradesh, as the nodal department, to boost agricultural development and consequent enhancement of farm income in the rural areas in the target areas of five districts in the State of Himachal Pradesh, namely, Hamirpur, Mandi, Kangra, Una and Bilaspur. The project is funded by Japan International Cooperation Agency (JICA) under Loan Agreement No. ID – P213.

The investments under the project are expected to develop necessary infrastructure such as irrigation facilities and farm access roads, in parallel with technical training for farmers on vegetable cultivation, food grain cultivation and post-harvesting technology.

The overall objective of Himachal Pradesh Crop Diversification Promotion Project (HPCDP) is to facilitate improvement of livelihood of farmers by bringing about 3712 hectares of area under irrigation through development and rehabilitation of 210 sub-projects, development of 100 kms. of farm roads and increase in area for vegetable cultivation to around 3230 combining both seasons(dry and rainy) hectares in the selected sub-project areas.

The project includes:

**Component 1: Infrastructure Development** covering construction of irrigation facilities and improvement of access farm roads; it consists of - (i) new development of minor irrigation systems covering Flow Irrigation System in 78 sites, Lift Irrigation System in 44 sites, Deep Tube Well in 29 sites, and Shallow Tube Well in 21 sites; (ii) improvement of Flow Irrigation System in 11 sites, and Lift Irrigation System in 27 sites, and (iii) development and improvement of access farm roads in 147 sites.

**Component 2: Farmers' Support** through promotion of vegetable cultivation, improvement of postharvesting technology, strengthening of the organization of farmers group. This component comprises (i) organization of farmer groups, (ii) vegetable promotion training, (iii) food grains productivity training, and (iv) promotion of post-harvest technology.

**Component 3: Institution Development** involving strengthening of the functions of the Department of Agriculture, strengthening of the services for promotion of agriculture, baseline survey and impact assessment.

The investments need to be evaluated for their effectiveness by comparing the existing (baseline) situation with that of the situation during and after implementation of the project. There is a need to monitor and

evaluate the project outcomes. This would require collecting, analyzing and documenting relevant performance indicators which reflect the project outcomes.

Performance Indicators and Collection Methods

The performance indicators which have been considered appropriate to reflect the project outcomes are indicated in **Table 1** below.

No.	Project Component	Performance Indicators

**Table 1: Performance Indicators** 

**Explanation:** The contents of the above table would be specific to each project component. The Performance Indicators would be filled in by the PMU in consultation with JICA.

# Scope of Work

To collect, collate, compile, analyze and document the required monitoring parameters, the Consultant shall undertake the following tasks:

- i) Design the necessary data collection formats and have it approved by the PMU.
- ii) Prepare the schedule for surveys and have it approved by the PMU.
- iii) Obtain the necessary clearances from concerned agencies for the conduct of onsite surveys and for collecting information from databases.
- iv) Conduct the required surveys using trained personnel, necessary equipment and vehicles.
- v) Collate and check the data and transfer these on to data files.
- vi) Analyze data and present the findings in a document form along with necessary charts and illustrations. Wherever relevant, the report shall also include photos and videos of the sites and the data collection process.

# **Frequency of Monitoring**

i) Values of Performance Indicators shall be assessed through periodic surveys/investigations/data collection process.

- ii) To begin with, the baseline values of the performance indicators shall be established prior to project implementation.
- iii) Subsequently, the values of performance indicators shall be updated through fresh surveys/investigations/data collection process every 6 months over the project period of 7 years.

In addition, selected key data will be collected at 3-monthly intervals.

#### **Monitoring Period**

The monitoring and evaluation work described above shall be undertaken over the project duration which is 7 years.

## **Consultant Eligibility**

- The consulting organization should be incorporated in India and/or have a registered office in India;
- ii) The average turnover of the consulting organization should be not less than Rs. 50 crores for the last three financial years;
- iii) The consulting organization should be established and operating for not less than 15 years;
- iv) The consulting organization should have carried out similar type of work and familiar with different data collection techniques and methods.

#### The Consultant Team

The Consultant team shall consist of a Team Leader, Survey Supervisors and Trained Enumerators.

The Team Leader should have the following qualifications:

- i) Masters Degree in Civil Engineering with not less than 10 years' experience, in irrigation /agriculture surveys and analysis;
- ii) Should have demonstrated analytical skills to analyze and interpret data;
- iii) Good written and verbal communication skills in Hindi and English.

Survey Supervisors should be graduates with experience in organizing and conducting survey and managing enumerators. Adequate written and verbal communication skill in Hindi and English would also be needed.

Enumerators should be higher secondary school pass with aptitude for onsite data collection work and computer literate and good communication skill in Hindi.

#### **Outputs / Deliverables**

The Consultant shall deliver the following outputs:

- i) Data formats for approval prior to commencement of surveys.
- ii) Hardbound and soft copies of compiled data along with summary tables for each performance indicator after each round of surveys/investigations/data collection process.

- iii) Evaluation Report containing the findings of the surveys along with necessary charts, illustrations and photos after each round of surveys/investigations/data collection process.
- iv) Detailed reports will be submitted at six-monthly intervals. In addition, abbreviated reports containing information on selected key parameters will be submitted quarterly.

# **Payment Schedule**

Payments shall be made on a pro-rata basis on acceptance of deliverables received after completion of each round of surveys/investigations/data collection process.

# Supervision

The study will be supervised by the Project Management Unit of HPCDP.

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# 8.1 Introduction

Staying on track once a project begins is an even greater challenge than developing the initial project plan. The purpose of the 'Track and Manage' steps is to focus the PMU's attention on the areas that provide the best information about project progress. In turn, with good information, the PMU can make better adaptive decisions to the dynamic changes that occur in the Project.

The real payoff for good planning is superb "real time" management of the project. In fact, effective tracking provides so much focus and concentrated energy that enables the PMU to examine project progress and make timely project decisions.

The tracking system needs to be simple to maintain but powerful enough to provide the PMU with almost all of the data required to make effective decisions, A good tracking system collects status information on only three, limited topics—schedule status, open issues, and risks:

Schedule status includes:

- Have tasks scheduled to start in this time period started?
- If not, why not and what can be done to get them started?
- Have tasks scheduled to finish in this time period finished?
- If not, why not and what can be done to get them finished?

#### Open issues include:

- What is the status of all open issues?
- What can be done to close them?
- Are there any new open issues?

#### Risks include:

- What is the status of the risk?
- Are there any new risks?

These three areas account for virtually all the project information required to effectively manage the Project, and collecting these is relatively easy. It will be appropriate to collect this information before the meetings and use the meetings to define challenges and assign actions.

Typically, status should be collected on monthly basis. The status collected shall be prepared in a report; and the reporting will be under three categories discussed hereinafter.

# 8.2 Reporting

#### 8.2.1 Internal Reporting

For effective management of the Project and taking proper and timely decisions/actions, it is imperative to process the data and information collected into meaningful report for perusal and study by appropriate authority. Hence, reporting within the PMU is an imperative function.

The internal reports will consist of -

- 1. Quarterly progress report of Project implementation by consolidation of monthly progress reports as presented in **Annexure 8.1**.
- 2. Monthly statement of receipts and expenditure consolidated for all offices of the PMU in the form prescribed in Chapter 6 of this Manual.
- 3. Monthly report on status of complaints and grievances received and addressed given in **Annexure 8.2**.

#### 8.2.2 Quarterly Progress Report (QPR)

The QPR of implementation of the Project shall be prepared and submitted by the PMU to JICA. The QPR shall also be sent to the Department of Planning, GoHP through the Department of Agriculture.

A project completion report (PCR) shall be prepared in the form of Project Status Report as prescribed by JICA and submitted by the PMU to JICA through the Department of Agriculture, GoHP promptly but not later than 6 months after completion of the Project.

## 8.2.3 Report to the State Government

Progress report of implementation of the Project shall be submitted to the Department of Agriculture, GoHP in the form set out in **Annexure 8.3**.

Monthly and annual statement of receipts and expenditure shall be prepared and submitted to the Department of Agriculture, GoHP, with a copy to the Finance Department of the State Government.

Quarterly report on environmental and social safeguard issues, if any, shall also be submitted to the Department of Agriculture, GoHP.

In addition, a status of complaints received and addressed shall be summarized on monthly basis and submitted to the Department of Agriculture, GoHP, and to such other agencies/ authorities as may be directed by the State Government.

# **Annexure 8.1: Monthly Progress Report**

(Refer Para 8.2.1)

# Proforma-A

Monthly physical progress report for the month of .....in respect of.....

Sl. No.	1	the t	ements against argets upto ious month		ements during e month	Cư ach	Remarks	
	activities Target		Achievement	Target	Target Achievement Target A		Achievement	
1	2	3 4		5	6	7	8	9

# **Proforma-B**

i)

Sl. No.	Head of Account Demand & SOE wise	Financial Target of the year	Funds received from PMU	Expenditure incurred up to the previous month	Expenditure incurred during the month	Cumulative expenditure	Balance
1	2	3	4	5	6	7	8

ii)

Sl. No.	Head of Account Activities wise	Financial Target of the year	Funds received from PMU	Expenditure incurred up to the previous month	Expenditure incurred during the month	Cumulative expenditure	Balance
1	2	3	4	5	6	7	8

# Annexure 8.2: Monthly Report on Status of Complaints and Grievances Received and Addressed (Refer Para 8.2.1)

(	Complaint Receive	d	Complaint	Addressal	
Date	Name of Complainant	Description of Complaint	Date	Manner of Disposal/ Response	Remarks

# Annexure 8.3: Financial Progress and Physical Progress Report

(Refer Para 8.2.3)

				Total	Cost				Sharing	g Pattern
S1. No.		me of the Project	Orig	ginal	Revised	Starting Date	Concluding Date	%aj Exter Ai	rnal	%age State Share
1		2	3	3	4	5	6	7		8
Cumu	lative	Cumulati	ve			Expenditure			Pa	imbursement
exper upto March	31 <sup>st</sup>	reimbursen Received u 31 <sup>st</sup> March	pto	oto 2012-2013		incurred during 20 upto	_		dı uj	uring 20 pto
									Fina	ll Revised
9	)	10			11	12	13		14	15

# Proforma-I: Financial Progress

# Proforma-II: Physical Progress

SL. No.	Name of the Project	Unit		ve Physical s upto 31.3.20	-	Yargets and ents during	Remarks
			Components	Achievements			
1	2	3	4	5	6	7	8

# COMMUNICATION, GOVERNANCE & ACCOUNTABILITY

# 9.1 Introduction

Governance and Accountability of the PMU can be ensured by good information management, suomoto disclosure of all project related information and proper mechanisms for handling of complaints or grievances. As a custodian of public funds, the PMU is directly accountable to the Executive Committee/Governing Council of HPADS and to the Department of Agriculture, GoHP. All people residing in the project area have the right to be informed of the proposed development project and its impacts. As such, public accountability of the PMU is further enhanced through pro-active disclosure policies, which make information concerning HPCDP activities available to the public prior to, during and after project implementation, in the absence of a compelling reason for confidentiality. To enable the public to effectively voice their opinions, the PMU shall also establish a system to deal with external complaints on procurement, and construction quality.

To enhance the Governance and Accountability the four actions listed below are required to be taken up:

- Augmentation of existing information systems for better record keeping and management;
- Enhanced disclosure of information and full implementation which will facilitate oversight by the stakeholders and the general public and thus result in increased accountability;
- Development of a functioning, independent, and credible system to deal with external complaints on procurement, and construction quality with clearly defined incentives and remedies; and
- Strengthened Monitoring Indicators to help the PMU, to monitor compliance with the agreements and assess impact on outcomes.

The following sections describe specific actions in each of the areas mentioned above.

#### 9.2 Augmentation of the Management Information System (MIS)

Augmentation of the level of use of Information and Communication Technology (ICT) for information management in the PMU may preferably be addressed through implementation of computer based information management system. This will help in better management and implementation of HPCDP.

Modernization of business processes and management information system may be carried out through creation and implementation of technical, financial and operational management capacity using computer based MIS systems. The Training and Monitoring Coordinator of the PMU will have the added

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responsibility to work as the Information Officer for HPCDP. He will be supported by all the other members of the PMU in carrying out this work.

# 9.3 Disclosure Policy

As a part of the disclosure policy, the PMU shall provide in a timely and regular manner all relevant information to all stakeholders, affected parties, and the general public, except when otherwise warranted by legal requirements. Access by the public to information held or generated by the PMU will facilitate the transparency, accountability, and legitimacy of the operations undertaken by the PMU.

The designated Information Officer or, in his absence, the officer as may be authorized by the Project Director, shall be responsible for ensuring timely and complete dissemination in accordance with this policy.

The following general information on HPCDP shall be posted on the PMU website:

- The description of the different components of HPCDP;
- The progress of projects under each component of HPCDP;
- The means for submission of complaints on procurement, and poor construction quality services for sub-projects undertaken under HPCDP;
- The Evaluation Report, including service delivery performance indicators, as listed under Project Development Objectives (PDOs) in Monitoring & Evaluation Framework; and
- Project Information brochures about HPCDP, its related work in the districts and blocks and the progress of the work shall be made available to general public at all the Block PMU Offices as well as at the Offices of respective District PMUs and the Headquarters of the PMU.

#### 9.4 Complaints and Response

This system shall include maintaining a log and record-keeping to monitor status of follow up of each received comments, suggestions and grievances. The implementation of the system will be monitored by the Project Director of the PMU with supporting assistance from the Training and Monitoring Coordinator.

The mechanisms shall include provision for follow up investigations of substantial complaints by auditors, or third party to ensure independence and reliability of the system.

For the complaint mechanism to function efficiently, the information concerning the alternative conduits for complaint (name & contact information of the complaint handling officers, dedicated email address and physical mailing box) shall be widely publicized. Web-based campaigns, newspaper advertisements and displays on hoardings at highly visible locations will encourage public to report information on any grievances to the PMU.

The Training and Monitoring Coordinator who shall also be the Information Officer of the PMU shall be responsible for monthly updates of the system on the website. If as a result of any such information provided by the member of the public, cost savings are achieved or charges of misconduct are proved, the member of the public providing the information may be considered for awarding some recognition such as a certificate of excellence or felicitation at a public ceremony with or without a monetary reward. The PMU shall formulate a general policy in this regard and after due approvals of the Executive Committee/Governing Council, announce these to the public as aforementioned.

Tracking of the status of investigations and measures taken shall be reported by the PMU in quarterly reports to the Executive Committee and semi-annual reports to the Governing Council.

#### 9.5 Responding to Procurement Complaints

Procurement related inquiries and complaints from suppliers, contractors or consultants may occur from time to time. Complaints require prompt, careful and consistent responses from the Training and Monitoring Coordinator of the PMU also functioning as the Information Officer for the Project and, if necessary, by the Project Director of the PMU,

All complaints during the bidding/award stage as well as complaints during the contract execution along with the analysis and response of the PMU shall invariably be submitted to the Department of Agriculture, GoHP, and JICA for review.

General inquiries about PMU procurement policy, procedures and guidelines shall be dealt with by the Training and Monitoring Coordinator within 20 working days of receipt of the inquiries complaint. All complaints received directly from bidders relating to a specific procurement shall be in writing. They are to be received and then reviewed by the Training and Monitoring Coordinator of the PMU, and dealt with in the following way:

- Record all complaints, whether they are referred from other recipients or directly, in a register to be maintained in a secure location in his/her own office. The email and physical address of the Training and Monitoring Coordinator of the PMU is to be made public on the PMU website and noted in all pre-bid and pre-proposal meetings.
- Within 5 working days of receipt of complaint, acknowledge receipt in writing to the complainant indicating that the PMU is considering the issues raised and will discuss them with the concerned officers.
- After thorough review of the documents in question as well as interviewing of officers concerned as necessary, make a judgment as to the validity of the complaint.
- Within 20 working days, submit a report to the Project Director with his/her own assessment as to the validity of the complaint and a clear recommendation on how any substantiated complaint should be remedied.

- If the complaint is received after the successful bidder is notified of the contract award, respond to it in broad terms, without compromising the confidentiality of other bids and a copy of the correspondence shall be then sent to the Executive Committee. The Executive Committee shall determine, after consultation with appropriate legal counsel, as to how best to proceed.
- Write to all complainants within 30 working days of the receipt of such complaint as to the final decision of the competent authority.

# 9.6 Responding to Complaints on Construction Quality

Complaints received directly from the public relating to the quality of a specific work, good or service shall be in writing. They are to be received and then reviewed by Training and Monitoring Coordinator of the PMU and dealt with in the following way.

- Record all complaints, whether they are referred from other recipients or directly, in a register to be maintained in a secure location in his/her own office. The email and physical address of Training and Monitoring Coordinator of the PMU is to be made public.
- Within 5 working days of receipt of complaint, acknowledge receipt in writing to the complainant indicating that the PMU is considering the issues raised and will discuss them with the concerned officers.
- Consult with the officials responsible for technical matters and other relevant officers and, after thorough review of the facts as well as interviewing of officers concerned as necessary, shall make a judgment as to the validity of the complaint.
- Within 20 working days of receipt of complaint, instruct the relevant officer to take remedial action as necessary.
- Write to the complainant within 30 working days of the receipt of such complaint as to the final decision of the Project Director.

# 9.7 Coordination Mechanism for Environmental and Social Issues

Coordination and grievances redressal Mechanism is an important aspect in projects involving multiple stakeholders. The sub-projects under HPCDP may require coordination and redressal of grievances for various matters such as land acquisition with relation to construction of irrigation facilities, O & M and other conflict resolution. To address such issues, the following project coordination cum grievance redressal committees have been formed.

# **District Level Coordination Committee**

The committee shall have the following members:

- Deputy Commissioner: Chairman or his/her nominated representative
- Superintending Engineer, Irrigation & Public Health Engineering Department

- Superintending Engineer, Electricity/Power Department
- Conservator of Forest
- Deputy Director, Agriculture, Department of Agriculture
- District Revenue Officer
- Project Officer, District Rural Development Agency
- Scientist In-charge, Krishi Vigyan Kendra
- Deputy Project Director Soil and Water Conservation, HPCDP
- Non-official member (with experience and exposure in agriculture sector): to be nominated by Chairman
- District Project Manager of respective DPMU: Member Secretary

The District Level Coordination Committee will be responsible for hearing and deciding on resolution of issues pertaining to –

- i) donation or acquisition of land for the project within the jurisdiction of the district;
- ii) reversion of land donated by the individual farmer but land not used for the purpose of the project within the jurisdiction of the district;
- iii) issues relating to survey investigation for preparation of detailed project reports relating to the areas within the jurisdiction of the district;
- iv) matters concerning distribution of water, especially of any excess use of water by an individual farmer over and above the allotted quantum and redistribution of water unused and available; and
- v) issues in respect of rotational maintenance of irrigation system by the members of Krishak Vikas Associations located within the district.

If required and depending on the seriousness of the issue, this coordination committee may also look into other grievances, if any, affecting and relating to the project, for redressal.

The district level coordination committees shall meet once in a year or as per the requirement.

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