Government of Karnataka

Karnataka Evaluation Authority

(ISO 9001:2015 Certified Authority)
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ಕರ್ನಾಟಕ ಮೌಲ್ಯಮಾಪನ ಪ್ರಾಧಿಕಾರ
Karnataka Evaluation Authority

No: KEA 11 PROC 2019 **Date: 10-12-2019**

Sub: Proceedings of the 20th Governing Body Meeting of Karnataka Evaluation Authority (KEA)-reg.

Please find enclosed herewith the Proceedings of the 20th Governing Body meeting of Karnataka Evaluation Authority (KEA) held on 3rd December 2019 (Tuesday) at 11.00 AM under the Chairpersonship of the President of the Governing Body, Karnataka Evaluation Authority and the Principal Secretary to Government of Karnataka, Planning, Programme Monitoring and Statistics Department, for kind perusal.

Administrative Officer
Karnataka Evaluation Authority

To

1. The Principal Secretary to Government, Rural Development and Panchayat Raj Department, M.S. Building, Bengaluru, Member, Governing Body of Karnataka Evaluation Authority.
2. The Principal Secretary to Government, Department of Personnel and Administrative Reforms, Vidhana Soudha, Bengaluru, Member, Governing Body of Karnataka Evaluation Authority.
3. The Principal Secretary to Government, Women and Child Development Department, MS Building, Bengaluru, Member, Governing Body of Karnataka Evaluation Authority.
4. The Principal Secretary to Government, Health and Family Welfare Department, Vikasa Soudha, Bengaluru, Member, Governing Body of Karnataka Evaluation Authority.
5. The Principal Secretary to Government, Social Welfare Department, Vikasa Soudha, Bengaluru, Member, Governing Body of Karnataka Evaluation Authority.

6. The Secretary to Government, Finance Department (Expenditure), Vidhana Soudha, Bengaluru, Member, Governing Body of Karnataka Evaluation Authority.
7. The Director General, Administrative Training Institute, Mysore, Member, Governing Body of Karnataka Evaluation Authority.
8. The Chief Evaluation Officer, Karnataka Evaluation Authority, Planning, Programme Monitoring & Statistics Department, MS Building, Bengaluru, Member Secretary, Governing Body of KEA.
9. The Vice Chancellor, Azim Premji University, Bengaluru, Expert, Governing Body of Karnataka Evaluation Authority,
10. Professor. Abdul Aziz, National Law School of India University, Bengaluru, Expert, Governing Body of Karnataka Evaluation Authority.
11. Prof. Madeshwaran, Institute of Social and Economic Changes (ISEC), Bengaluru, Expert, Governing Body of Karnataka Evaluation Authority.
12. Dr. H.N. Chanakya, Centre for Sustainable Technologies, IISC Bengaluru, Expert, Governing Body of Karnataka Evaluation Authority.

Copy to:

1. Personal Secretary to the President, Governing Body of Karnataka Evaluation Authority and Principal Secretary to Government of Karnataka, Planning, Programme Monitoring and Statistics Department, M.S. Building, Bengaluru.
2. The Additional Chief Evaluation Officer, KEA
3. The Director (Evaluation), KEA
4. The Associate Director, KEA.
5. The Consultant (Translation & Training), KEA.
6. The Accounts Officer, KEA
7. The P.S to CEO, KEA

Proceedings of 20th Governing Body meeting of Karnataka Evaluation Authority held on 03rd December 2019 at 11 am under the Chairpersonship of the President of Governing Body

The Chief Evaluation Officer, Karnataka Evaluation Authority welcomed the President and Members of the Governing Body. [The list of Members present at 20th Governing Body Meeting is enclosed].

Agenda-I

Confirmation of the proceedings of the 19th Governing Body meeting of Karnataka Evaluation Authority

Resolution

CEO, KEA informed that the Proceedings of the 19th Governing Body meeting were circulated to all the members. No comments were received. The members noted it and the Governing Body confirmed the proceedings of 19th Governing Body meeting.

Agenda-II

Action taken report on the proceedings of the 19th Governing Body of KEA

Resolution

The Governing Body noted and approved the action taken by KEA on the proceedings of the 19th Governing Body.

Agenda-III

Details of Receipts & Expenditure of KEA from 01.07.2019 to 31.10.2019

Resolution

The Statement of receipts and payments for F.Y 2019 from 01.07.2019 to 31.10.2019 was placed before the Governing Body. The Governing Body noted it and approved the same.

Agenda-IV

Budget requirement for the year 2020-21

Sl.No	Head of account	Amount required
I	2515-00-101-0-26-101 (Salaries)	**2,86,23,036**
II	2515-00-103-0-26-103 (General)	
a	Balance payment for 25 ongoing Evaluation Schemes	2,00,00,000
b	7 New schemes Tendered in 2019-20 and continued	3,95,00,000
c	28 New schemes for 2020-21	6,25,00,000
d	Office expenses (postage, phone, meeting, advertisement, stationery, Furniture & fixtures)	35,00,000
e	Publication /Training/In house Resource	25,00,000
f	Decision Support System(2020-21)	1,05,98,807
g	Sustainable Development Goals & Aspirational Districts	32,70,000
	a) Salary for 2 Consultants: 1980000	
	b) Meeting & chapter writer : 1290000	
	Total (II)	**14,18,68,807**
	Grand total (salaries & General) (I+II)	**17,04,91,843.00**

Resolution:

The Governing Body approved the Budget requirement for the year 2020-21 as above.

Agenda-V

Approval for new studies for evaluation

List of studies for 20th Governing Body approval

The new proposals for evaluation studies received from different Departments were placed before GB. The studies were approved with modifications in the titles of some as below.

Sl. No.	Department	Name of the Study
1	Department of Industries & Commerce & Karnataka Udyog Mitra No: KUM/DD/EODB /250/ 2019-20/SD, dated: 01-10-2019	Evaluation of Functioning and Effectiveness of industry related service modules of major Government Departments in promoting investor friendly business environment for industries (Ease of Doing Business) in Karnataka State (2018-19)
2	Rural Development and Panchayath Raj Department: ಸಂಖ್ಯೆ: ಆರ್.ಡಿ.ಸಿ–ಇಜಿಎಸ್/71/ 2019 (ಇ–14624), ದಿನಾಂಕ: 25–09–2019	Impact Evaluation of Sansad Adarsh Gram Yojane on local community in Karnataka State
3	Karnataka Comprehensive Nutrition Mission	Karnataka Multi Sectoral Nutrition Project in Raichur and Kalaburagi Districts - Household level Data Analysis and Policy recommendations
4	Forest Department	Organizational Evaluation of Karnataka Forest Department Changing objectives and role vis-à-vis Organizational outcomes
5	Forest Department No: A3/CCF/External /Eva/CR-03/2017-18, dated: 18-07-2018	Impact of Rehabilitation and Resettlement of villages from notified wildlife areas on Local Community in Karnataka State
6	ಮಿಷನ್ ನಿರ್ದೇಶಕರು ಮತ್ತು ತೋಟಗಾರಿಕೆ ನಿರ್ದೇಶಕರು ಕರ್ನಾಟಕ ರಾಜ್ಯ ತೋಟಗಾರಿಕೆ ಮಿಷನ್ ಏಜೆನ್ಸಿ, ಸಂಖ್ಯೆ: ಮಿನಿ/ಕರಾತೋಮಿಏ/ಕಾನಿ/ಸತೋಅ–2/07/ 2018–19/393, ದಿನಾಂಕ: 05–08–2019.	Impact analysis of NHM on Integrated development of Horticulture, Agricultural produce Processing and Socio-economic change in Karnataka State (2015-16 to 2018-19)
7	ಆಯುಕ್ತರು ಗ್ರಾಮೀಣಾಭಿವೃದ್ಧಿ, ಗ್ರಾಮೀಣಾಭಿವೃದ್ಧಿ ಮತ್ತು ಪಂಚಾಯತ್ ರಾಜ್ ಇಲಾಖೆ ಸಂಖ್ಯೆ: ಗ್ರಾಅಪ 263 ಉಖಾಯೋ 2017, ದಿನಾಂಕ: 23–08–2019.	Impact analysis of generation of mandays and individual asset creation under MGNREGA for SC/ST community specially women in Karnataka State (2013-14 to 2018-19)
8	ಕರ್ನಾಟಕ ಕೃಷಿ ವಾಣಿಜ್ಯ ಅಭಿವೃದ್ಧಿ ನಿಗಮ, ಸಂಖ್ಯೆ:ಕೆಎಬಿಡಿಸಿ/ಕೃಬಹೂನಿ/2019–20/1, ದಿನಾಂಕ: 16–08–2019	Performance evaluation of Agro/Food Processing Units promoted under Agri Business Policy 2015.
9	Karnataka State Financial Corporation, No: KSFC /HO BD&CR/13/2019-20, date: 06/9/2019	An Organizational Evaluation of Karnataka State Financial Corporation in terms of its contribution to growth of Entrepreneurship, MSMEs and Employment in the State.
10	Irrigation Department	A Cost Benefit Analysis of Irrigation projects under Karnataka Neeravari Nigama Limited

11	e-Janaspandana Government of Karnataka	Evaluation of functioning of Grievance Management System, Hassan District, (Spandana) in Karnataka State (to be taken up as in-house study)
12	Planning Department, ADB Division	Impact Assessment of works undertaken under KLLADS and other Area Development Boards – Malnad Area Development Board, Byalu Seeme Development Board, Costal Development Authority and HKRDB in Karnataka State
Studies to be taken by Agriculture Dept. of the projects implemented by Agricultural Universities with technical support from KEA. **These are all small budget studies of less than two crores.**		
13	National Seed Project, UAS, Bengaluru, ಸಂಖ್ಯೆ: ಆರ್.ಕೆ.ವಿ.ವೈ/3rdparty Evalu/2019–20, ದಿನಾಂಕ: 18–10–2019	Evaluation of Pilot Sustainable model seed platform implemented during the period 2017 to 2020
14	College of Agriculture, Bengaluru	Evaluation of the scheme Recycling and Utilization of Biodegradable Urban and Municipal Waste in Agriculture implemented during the period 2012 to 2015 at four centers – Bengaluru, Madya, Chintamani and Hiriyur.
15	University of Agricultural Sciences, Bengaluru	Impact Assessment of Integrated Farming System Demonstrations implemented during the period 2011-12 to 2015-16 in 15 southern districts.in Karnataka
16	Department of Agriculture University of Agricultural Sciences, Bengaluru	Evaluation of Water Technology Center for Cauvery Command implemented during the period 2013-2019 by University of Agricultural Sciences, at Mandya.
17	Department of Agriculture, College of Sericulture, Chintamani, University of Agricultural Sciences, Bengaluru	Evaluation of the scheme of Productivity Enhancement in Sericulture through Community Cluster Approach.
18	Department of Agriculture Research Institute on Organic Farming, UAS, Bengaluru	Impact Assessment of Organic farming research undertaken in Research institute on promotion of organic farming in the State (2016-17).
19	Department of Agriculture University of Agricultural Sciences, Raichur ಸಂಖ್ಯೆ: ಆರ್.ಕೆ.ವಿ.ವೈ/3rdparty Evalu/2019–20, ದಿನಾಂಕ: 05–11–2019	Utilisation and Impact Assessment of Design and development of low-cost agricultural tools and equipment for small and marginal farmers
20		Climate Change and its effect on important agricultural crops of Kalyan Karnataka Region
21		Impact of Application of Nanotechnology in enhancing quality of agri. produce
22		Evaluation of Development, evaluation and demonstration of solar and other renewable
23		Assessment of Processing and value addition technology for millets for nutritional security in
24		Evaluation of the project e-Pest surveillance in selected crop ecosystems through e-SAP
25		Impact assessment of the project Establishment of pesticide residues analysis laboratory in Hyderabad Karnataka Region

26		Impact of High throughput functional characterization of insecticidal/ Nematicidal molecules to control Insects and Nematodes.
27		Impact Evaluation of Precision farming techniques for selected field crops.
28		Impact of Centre for Nano Science and Technology on enhancing the quality of
29		Evaluation of the project Establishment of Research Institute on Organic
30	University of Agricultural Sciences, Dharwad ಸಂಖ್ಯೆ: ಆರ್.ಕೆ.ವಿ.ವೈ/3rdparty Evalu/2019–20, ದಿನಾಂಕ: 05–11–2019	Evaluation of the project -Research Institute on Organic Farming
31		Evaluation of the project -Establishment of Institute for Agril. Research on climate change at UAS
32		Evaluation of the project Enhancing Water Productivity in Command Areas of Karnataka under RKVY.
33		Evaluation of the project Establishment of Farm machinery Testing Centre under RKVY
34		Impact Evaluation of Production, value addition marketing and popularization of organic jaggery through established jaggery park
35		Impact Analysis Establishment of Crop Biodiversity Centre for important Agricultural Crops
36		Evaluation of Interventions through nano science and technology in crop improvement and crop husbandry practices
37		Impact Analysis of the project Breeding for biotic stress and drought tolerance in major field crops for increasing productivity under changing climate conditions through molecular assisted selection
38		Evaluation of Genomics approaches for drought stress and disease management in crop plants
39		Impact Evaluation of Agro-forestry based value chain systems in rural areas of Uttar Kannada district
40		Evaluation of Introgression breeding for foliar disease resistance using cultivated and wild species in groundnut and disease/drought tolerance in major field crops through marker assisted selection.
41		Evaluation of the project Increasing productivity in Groundnut, Sorghum, Pigeon pea, Rice through molecular breeding
42		Impact Assessment of Development of an innovative biotic tool in the management of parasitic weeds
43		Impact Exploration of Halophytes and salt resistance genes for Bio-amelioration of salt affected soils
44		Impact of Molecular breeding and genetic enhancement on breaking yield barriers in Pulses

The following study was suggested to be taken up.

- Evaluation of Water Resource Management - Emerging participatory models of Demand, Supply and Deficit monitoring - in Karnataka State
- ***Resolution:***

The Governing Body approved the new studies as above.

Agenda-VI

Action Taken Reports received from Line Departments

As per approval of the 19th Governing Body held on 03-08-2019, a Committee has been constituted under the Chairpersonship of Principal Secretary to Government, to review Action Taken Reports on Evaluation Studies vide G.O.No. PD 66 PSD 2019, dated:06-09-2019.

First meeting of the committee was held on 13-09-2019 and the action taken by the Departments was reviewed. The departments who have not submitted the ATRs have been instructed to submit report on the action taken on recommendations of the Evaluation studies.

Resolution:

The Governing Body noted the same and KEA was directed to write to the departments who have not submitted the ATRs to submit report on the action taken on recommendations of the Evaluation studies.

Agenda-VII

Approval for selection of Director, Associate Directors and Research Fellows on contract basis to KEA

Dr.Manjunath, Asst.Professor, ISEC has joined KEA on deputation basis as Director(Evaluation).

As discussed in the 18th Governing Body meeting of KEA held on 16-05-2019, it was decided to fill up the posts of Director, Associate Directors and Research Fellows for KEA on contract basis to enable KEA to perform its functions effectively.

The interviews for the posts were held on 22nd and 23rd October 2019 and 8 Research Fellows, 4 Associate Directors and 1 Director are selected.

Resolution:

The governing Body noted and approved the selection to the posts in KEA and directed to issue appointment orders to the selected candidates. Draft terms and conditions for appointment to be submitted to Chief Secretary to Government for approval.

Agenda-VIII

Request for Proposal tender notification issued for 2 Schemes under QCBS method of KTPP Act

Karnataka Evaluation Authority has prepared Terms of References for the following 2 schemes and got approval for the same from 45th Technical Committee Meeting of KEA held on 10-10-2019. Now KEA has issued Request for Proposal tender notification bearing no. KEA 77 RFP (PROC) 2019, dated: 12-11-2019 under QCBS method of KTPP Act through e-Procurement Portal to select Consultant Organizations to evaluate the Scheme/Programme.

Sl. No.	Name of the Scheme/Programme	Name of the Department
1	Evaluation of Functioning and Effectiveness of industry related service modules of major Government Departments in promoting investor friendly business environment for industries in Karnataka State (2018-19)	Department of Industries & Commerce & Karnataka Udyog Mitra
2	Impact Evaluation of Pashu Bhagya Scheme (2015-16 to 2018-19) on livelihood security of marginal and small farmers, agricultural labourers, Widows, Devadasis and Distressed Women	Department of Animal Husbandry and Veterinary Services

Resolution:

Governing Body approved the proposal of calling for Request for Proposal (RFP) for 2 Schemes under QCBS method of KTPP Act.

Agenda-IX

Amendment sought to the Request for Proposal tender document to process of evaluating proposals for selection of Consultant Organizations for conducting evaluation studies

Karnataka Evaluation Authority has been issuing tender notification as per provisions of KTPP Act-1999 to select qualified Consultant Organizations to take up evaluation studies. In this regard the prescribed formats are uploaded to the e-Procurement Portal to capture the required filled formats along with the supporting documents online.

Over the time, KEA is taking up a greater number of different kinds of studies and monitoring the progress of the studies has become essential. Further to enhance the quality of the reports and tracking the process, interim reports are to be sought. In this context, changes in RFP & Contract Agreement need to be incorporated. Hence amendment is sought for Request for Proposal tender document.

Resolution

Sl. no.	Existing clause	Proposed and Resolution
1	**Document reference** RFP, Data sheet, **Clause 3.3 (vi)** Reports which are part of the assignment must be written in following languages: English and Kannada	**Proposed:** **Document reference** RFP, Data sheet Reports shown hereunder which are part of the assignment must be written in following languages: a. Inception Report (English) b. Draft Evaluation Report (English) c. Final Evaluation Report (English and Kannada) Approval is sought for modification of the clause as above. **Resolution:** The Governing Body directed KEA not to include this clause
2	-	**Proposed:** **Document reference** RFP New clause: The person- Translation expert will be with minimum Graduation level. The member will not be considered for score. Approval is sought for new clause as above. **Resolution:** The Governing Body directed KEA not to include this clause.

3	-	**Proposed:** **Document reference** RFP New clause: 1. The Part-II A (100 marks) of RFP tender document will be modified with the following weightages: i. Organization- 25% ii. CV of Study team- 75% 2. Number of members in a team may vary depending on nature and size of the study. The score assigned shall be calculated as indicated in the study Terms of Reference and RFP tender document. 3. For Principal Investigator Max. weightage is 40% and 60% for other core team members. Out of total marks (Max. 100) for CV of study team. 4. Consequent to 1 above, RFP document at Part II B under specific Criteria at Sl No (iv) to be modified as "Evaluation Approach". Approval is sought for new clause as above. **Resolution:** The Governing Body approved to include the new clause as proposed.
4	-	**Proposed:** **Document reference ::** RFP New clause: Concept note to be attached to RFP tender document along with approved Terms of Reference for Bidder reference. Approval is sought for new clause as above. **Resolution:** The Governing Body approved to include the new clause as proposed.

<table>
<tr><td>5</td><td>-</td><td><u>Proposed:</u>
Document reference
RFP

<u>New clause:</u>
1. Successful bidder should submit copy of the Contract Agreement of evaluation team members while signing the MoU with Client (KEA).
2. Successful bidder should be submit copy of the Contract Agreement with Principal Investigator while signing of MoU with Client (KEA).

Approval is sought for new clause as above.

<u>Resolution:</u>

The Governing Body approved to include the new clause as proposed.</td></tr>
<tr><td>6</td><td>Document reference
RFP, Section 4: Financial Proposal,
4B. Summary of Costs

<table><tr><th>Sl. No.</th><th>Description</th><th>Amount (Rs.)</th></tr><tr><td>1</td><td>Remuneration to the professional team</td><td></td></tr><tr><td>2</td><td>Cost of secretarial and support services</td><td></td></tr><tr><td>3</td><td>Cost of logistics including infrastructure, hiring of hardware & other survey instruments etc required</td><td></td></tr><tr><td>4</td><td>Cost of trainings/workshops/ meetings etc.</td><td></td></tr></table></td><td><u>Proposed:</u>
Document reference
RFP, Section 4: Financial Proposal,
4B. Summary of Costs
<table><tr><th>Sl. No.</th><th>Description</th><th>Amount (Rs.)</th></tr><tr><td>1</td><td>Remuneration to the professional team</td><td></td></tr><tr><td>2</td><td>Cost of secretarial services</td><td></td></tr><tr><td>3</td><td>Cost of primary and secondary data collection (including training of field investigators) and scrutiny of the data collected and digitized</td><td></td></tr><tr><td>4</td><td>Administrative cost (Maximum 10% of project cost)</td><td></td></tr><tr><td>5</td><td>Miscellaneous expenditure (Printing, stationary, postage and other cost)</td><td></td></tr></table></td></tr>
</table>

	5	Cost of primary and secondary data collection and scrutiny of the data collected and digitized	
	6	Cost of stationery, books and periodicals	
	7	Printing and distribution costs	
	8	Translation and dissemination costs	
	9	Taxes applicable under different statutes administered by State and Central Government at the prevailing rates	
		Total Cost	<auto-calculated by e-Procurement system>

	Total Cost	<auto-calculated by e-Procurement system>

Note:
The bidders should submit their quotes excluding taxes under the criteria mentioned in the above table.

Approval is sought for the revised criteria of Financial Proposal as above.

Resolution:
The Governing Body approved to revise the criteria of Financial Proposal as proposed.

7 -

Proposed:
Document reference
RFP
New clause:
After the initiation of the study, the study activities shall be taken up as per the Deliverables and Timeline indicated below:

Sl. No.	Item	Process	Timeline
1	Pre-bid meeting	Clarifications to doubts raised by Consultant Organizations (COs) in the meeting	Date

2	Preliminary meeting after selection of ECO	Meeting with CO and Department to design roadmap for the study	Date
3	Inception Report	Presentation before committee of KEA by Principal Investigator a) Submission of IR within = 20days b) Presentation before KEA within = 6 days c) Final IR with corrections within = 4 days	1 month after signing MoU
4	Review meetings	To review the progress – PPT by Principal Investigator	Date
5	Interim Report	Immediately after 50% of the work time period completed (including fieldwork) with templates for study report by Principal Investigator	2 months after approval of IR
6	Draft Evaluation Report (DER)	Submission of DER	5 months after submission of IR or as stipulated in ToR
7		Obtaining comments/suggestions of Independent Assessor and KEA	15 days/Date
8		Presentation of DER before TC (PI & team) for approval.	
9	Final Report (Kannada and English)	After incorporating suggestions of Technical Committee and KEA &Independent Assessor	15days
10	Sample print copy	Sample print copy for approval	Within 15days after approval of final report
11	Report copies	Report copies as per MoU in English & Kannada	Within 15 days after approval of sample copy

Approval is sought for new clause (Deliverables and Timeline) as above.

Resolution:

Sl. No.	Item	Process	Timeline
1	Pre-bid meeting	Clarifications to doubts raised by Consultant Organizations (COs) in the meeting	7 days from the date of tender notification
2	Preliminary meeting after selection of ECO	Meeting with CO and Department to design roadmap for the study	7 days after selection of ECO
3	Line Department	For providing required data	15 days from date of preliminary meeting
4	Inception Report	Presentation before committee of KEA by Principal Investigator a) Submission of IR within = 20days b) Presentation before KEA within = 6 days c) Final IR with corrections within = 4 days	1 month after signing MoU
5	Review meetings	To review the progress – PPT by Principal Investigator	First Monday of every month
6	Interim Report	Immediately after 50% of the work time period completed (including fieldwork) with templates for study report by Principal Investigator	2 months after approval of IR
7	Draft Evaluation Report (DER)	Submission of DER (Kannada and English)	5 months after submission of IR or as stipulated in ToR 15 days/Date
8		Obtaining comments/suggestions of Independent Assessor and KEA	15days
9		Presentation of DER before TC (PI & team) for approval.	
10	Final Report (Kannada and English)	After incorporating suggestions of Technical Committee and KEA &Independent Assessor	15days
11	Sample print copy	Sample print copy for approval	Within 15days after approval of final report
12	Report copies	Report copies as per MoU in English & Kannada	Within 15 days after approval

		The Governing Body Approved the new clause (Deliverables and Timeline) as above and also directed KEA to enter into an MoU with the concerned line department to submit the necessary information within the time frame and KEA has the right to cancel the study if the department fails to do so with the condition that the amount already incurred for the study will be recovered from the concerned Department/Nodal officer of the study.
8	**Document reference** RFP, Introduction, **Clause 1.8 (d)** Will have the right to require that, Client to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by Client.	**Proposed:** **Document reference** RFP tender document Approval sought for deletion of this clause from existing RFP tender document. **Resolution:** The Governing Body approved the same.
9	**Document reference** RFP, Other Information, (i) In case the Principal Investigator or any member discontinues his / her services with the Consultant, it shall be responsibility of the Consultant to deploy an equivalent or better replacement with prior approval of the Client. Failure to deploy suitable personnel within 30 days may lead to	**Proposed:** **Document reference** RFP, Other Information, (i) In case the Principal Investigator or any member discontinues his / her services with the Consultant, it shall be responsibility of the Consultant to deploy an equivalent or better replacement with prior approval of the Client. Failure to deploy suitable personnel within 30 days may lead to cancellation of Contract and / or forfeiture of Bank Guarantee.

	cancellation of Contract and / or forfeiture of Bank Guarantee. The Client reserves the right to initiate other penal measures against the Consultant based on the quantum of damage caused due to failure to timely deploy the personnel. (ii) On the Client observing that any Consultant has actually indulged in any such practice(s) mentioned Clause 1.8 (a) above ('corrupt' or 'fraudulent' practices), the Consultant will be disqualified from tender evaluation process. In case of selected Consultant, the Contract Agreement will be terminated with forfeiture of Bank Guarantee and / or other penal measures based on the quantum of damage caused to the Client.	(ii) On the Client observing that any Consultant has actually indulged in any such practice(s) mentioned Clause 1.8 (a) above ('corrupt' or 'fraudulent' practices), the Consultant will be disqualified from tender evaluation process. In case of selected Consultant, the Contract Agreement will be terminated with forfeiture of Bank Guarantee. Approval is sought for modification of clauses as above. **Resolution:** The Governing Body approved the modified clauses as above.
10	**Document reference** RFP, Other Information, clause (viii) Client reserves the right to audit the accounts of the Consultant, related to the assignment, by an Auditor engaged by	**Proposed:** **Document reference** RFP, Other Information, clause (viii) Approval sought for deletion of this clause from existing RFP tender document (Ref: clause 1.8 (d) of RFP tender document).

	them. The Consultant shall rectify the errors and deficiencies, observed during the Audit, at their own cost.	**Resolution:** The Governing Body approved the deletion of clauses as proposed.
11	-	**Proposed:** **Document reference** Contract Agreement New clause: The total aggregate liability of Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to the fees paid or payable by the Client under this agreement. Approval is sought for new clause as above. **Resolution:** The Governing Body approved to include the new clause as above.
12	**Document reference** Contract Agreement **Clause 12: Miscellany** **Point d:** If any dues remain irrecoverable after exhausting all the avenues available under this agreement, the same shall be recovered as arrears of land revenue as in the Karnataka Land Revenue Act, 1964 and rules there under, from the Consultant or the individual heading the Organization, at the time the money becomes due.	**Proposed:** **Document reference** Contract Agreement Approval sought for deletion of this clause from existing Contract Agreement due to provision of Bank Guarantee vide clause 6a in MoU. **Resolution:** The Governing Body approved to delete this clause from existing Contract Agreement.

13	**Document reference** Contract Agreement **Performance Warranties, Clause 7: (f)** That the Consultant will maintain total confidentiality of the data, facts, findings and recommendations of the study. It shall not disclose any confidential information acquired in the course of the study to anyone without the prior written consent of KEA.	**Proposed:** **Document reference** Contract Agreement Request for adding: "The confidentiality obligations shall survive till the Final Evaluation Report of the study is placed in the public domain. Approval is sought for addition for existing clause as above. **Resolution:** The Governing Body approved for addition for existing clause as below 'The confidentiality obligations shall survive till the Final Evaluation Report of the study is placed in the public domain and use of material developed shall be used with acknowledgement of KEA.
14	**Document reference** Contract Agreement **Amendment(s) or termination of this agreement, Clause 10: (c)** Directions given by the KEA or shall have the same effect as a clause of this agreement which the concerned party to the agreement will have to abide with within the time period prescribed, though a formal written supplementary agreement on such directions is not available.	**Proposed:** Approval sought for deletion of this clause from existing Contract Agreement. **Resolution:** The Governing Body directed to retain this clause.

15	-	**Proposed:** **Document reference** Contract Agreement New clause: "Limitation to liability" "Notwithstanding anything contained in the contract, KEA/client agrees that the Consultant shall not be liable to KEA/client, for any losses, claims, damages, liabilities, cost or expenses ("Losses") of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Consultant. In no event shall the Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract." Approval is sought for new clause as above. **Resolution:** The Governing Body approved to include the new clause as proposed.
16	**Document reference** RFP, Contract Agreement, clause 6 a. The **first installment** of Consultancy fee amounting to 30% of the total fee will be payable **as advance** to the Consultant after the approval of the	**Proposed:** **Document reference** RFP, Contract Agreement, clause 6 a. The **First instalment** of consultancy fee amounting to 10% of the total fee will be payable **as advance** to the Consultant after the signing of the Contract Agreement

	inception report (as prescribed in clause 4a. above) and submission of a bank guarantee for the said 30% of contract price from a nationalized bank valid for a period of at least 12 months from the date of approval of Inception Report. The Second Party shall renew the Bank Guarantee for such a period till the acceptance of Final Evaluation Report by the first party. If the Second Party does not furnish Bank Guarantee, they shall not be entitled to get the first instalment of consultancy fees. b. The **second installment** of Consultancy fee amounting to 50% of the total fee will be payable to the Consultant after the approval of the Draft report. The Second Party can claim first and second installment of consultation fees together, without	and submission of a bank guarantee for the said 10% of contract price from a nationalized bank valid for a period of at least 12 months from the date of signing of the Contract Agreement. The Second Party shall renew the Bank Guarantee for such a period till the acceptance of Final Evaluation Report by the first party. If the Second Party does not furnish Bank Guarantee, they shall not be entitled to get the first instalment of consultancy fees. b. The **Second installment** of Consultancy fee amounting to 30% of the total fee will be payable **as advance** to the Consultant after the approval of the inception report (as prescribed in clause 4a. above) and submission of a bank guarantee for the said 30% of contract price from a nationalized bank valid for a period of at least 12 months from the date of approval of Inception Report. The Second Party shall renew the Bank Guarantee for such a period till the acceptance of Final Evaluation Report by the first party. If the Second Party does not furnish Bank Guarantee, they shall not be entitled to get the first instalment of consultancy fees. c. The **Third installment** of Consultancy fee amounting to 50% of the total fee will be payable to the Consultant after the approval of the Draft report. The Second Party can claim first and second installment of consultation fees together, without

	furnishing the Bank Guarantee, on approval of the draft report by KEA (as prescribed time frame in clauses 4b&c. above). c. The **third and final installment** of Consultancy fee amounting to 20% of the total fee will be payable to the Consultant after the receipt of the hard and soft copies of the final report in such format and number as prescribed in this agreement, both in Kannada and English versions along with all original documents containing primary and secondary data, processed data outputs, study report and soft copies of all literature used to the final report (as prescribed in clauses 4d&e. above and clause 7 I h. below).	furnishing the Bank Guarantee, on approval of the draft report by KEA (as prescribed time frame in clauses 4b&c. above). d. The **Fourth and final instalment** of Consultancy fee amounting to 10% of the total fee will be payable to the Consultant after the receipt of the hard and soft copies of the final report in such format and number as prescribed in this agreement, both in Kannada and English versions along with all original documents containing primary and secondary data, processed data outputs, study report and soft copies of all literature used to the final report (as prescribed in clauses 4d&e. above and clause 7 I h. below). Approval is sought for modification of clauses as above. **Resolution:** The Governing Body approved the modification as proposed.

Additional Agenda I

Domain name change of Karnataka Evaluation Authority website

Karnataka Evaluation Authority was formulated in the year 2011. Under this the activities of KEA were designed as "The KEA shall be primarily responsible to supervise, facilitate, build capacity and handhold the departments for effective Planning, Monitoring and fine tuning the policies, programmes and schemes for the result oriented and outcome based implementation." Data is the basic requirement for any monitoring.

Karnataka Evaluation Authority is referred to as KEA. The domain name of KEA is kea.karnataka.gov.in. When Googled the keyword KEA, the website displayed is Karnataka Examination Authority (https://cetonline.karnataka.gov.in/kea/). Karnataka Examination Authority and Karnataka Evaluation Authority has same abbreviations 'KEA'. In order to give a better view about the activities of KEA it is proposed to change the domain name of Karnataka Evaluation Authority in the website

It was discussed that NITI Aayog has a wing titled – Development Monitoring and Evaluation Office (DMEO) which looks after the organization's monitoring and evaluation Function. It is designated as "Office" because it is part of NITI Aayog. As KEA is an independent Authority, it was decided that the domain name to be changed as Karnataka Monitoring and Evaluation Authority (KMEA) and the domain name will be kmea.karnataka.gov.in.

Resolution

The Governing Body approved to change KEA domain as kmea.karnataka.gov.in from kea.karnataka.gov.in in the website.

Additional Agenda II

Proposed:
Document reference
RFP

New clause:
Conflict of Interest

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

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

Conflicting activities: During the term of this contract and after its termination, the consultant shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's services for the preparation or implementation of the project.

Conflicting Assignment/job; The Consultant (including its personnel) shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this contract.

Conflicting relationships A Consultant (including its Personnel) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal

provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.

No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

Resolution

The Governing Body approved the inclusion of the above proposal.

It was informed to the Governing Body that NITI Aayog has appreciated the functioning of Karnataka Evaluation Authority and is intended to associate with KEA in future. The members expressed to place it on record and to seek the guidance to adopt output outcome framework in evaluation studies and extend the cooperation to NITI Aayog in all its endeavours in future.

The meeting ended with KEA thanking the President and members of the Governing Body.

Shalini

(Dr. Shalini Rajneesh)
President of Governing Body of KEA
and the Principal Secretary to Govt.
Planning, Programme Monitoring and Statistics Department

Proceeding of 20th Governing Body Meeting of KEA Dated 3rd Dec 2019

Present:

1. Smt. Shalini Rajneesh, IAS, Principal Secretary to Government of Karnataka, Planning Programme Monitoring and Statistics Department and President of the Governing Body of Karnataka Evaluation Authority.
2. The Chief Evaluation Officer, Karnataka Evaluation Authority, Planning, Programme Monitoring & Statistics Department, MS Building, Bengaluru, Member Secretary, Governing Body of KEA
3. The Additional Chief Evaluation Officer, Karnataka Evaluation Authority.
4. The Deputy Secretary to Government, finance Department (Expenditure)
5. The Director, Women and Child Development Department.
6. The Deputy Director (Co-ordination), Social Welfare Department.
7. The Assistant Director, Social Welfare Department.
8. The Project Officer, Social Welfare Department.
9. The Senior Assistant Director to Government, Women and Child Development Department, MS Building, Bengaluru.
10. Representative of the Principal Secretary to Government, Rural Development and Panchayat Raj Department.
11. Professor. Abdul Aziz , National Law School of India University, Bangalore, Expert, Governing Body of Karnataka Evaluation Authority.
12. The Director (Evaluation), Karnataka Evaluation Authority
13. The Administrative Officer, Karnataka Evaluation Authority
14. The Associate Director, Karnataka Evaluation Authority