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AGENDA SUBJECT-1

To confirm the proceedings of the Second General Body Meeting held on 01.10.2012, which are enclosed in brief as **Annexure-1**. The detailed proceedings are enclosed as **Annexure-2** (as a separate booklet).

The matter is place before the General Body for confirmation of the proceedings of the Second General Body Meeting.

ANNEXURE-1

The following the decisions, other than matters taken note of in the Second General Body Meeting of the KEA of 01.10.2012, namely-

1. The annual report of KEA placed then as Annexure-2 was perused and approved.
2. The annual expenditure of KEA for 2011-12 and the audited statements of accounts were reviewed and approved. It was directed that only auditors empanelled by the CAG be engaged for auditing KEA accounts.
3. The budget proposal of KEA for 2012-13 was approved.
4. The request of KEA to draw Rs.1000 lakh as grants-in-aid as provided in the budget of Planning Department was approved.
5. The poor response to the advertisement call for recruitment was noted. It was suggested that KEA should revise the terms of contract appointments, and go for next cycle of recruitment.
6. The process of Manual development was directed to be expedited.
7. The position of internal evaluation was felt to be a cause of concern. It was directed that the KEA should take steps to familiarize all the line departments with the new evaluation policy and framework by participating in the KDP meetings and making brief presentation. All the Centrally Funded/Centrally Sponsored flagship programs and some key programs of the state government based on the quantum of expenditure should be considered on priority for evaluation purpose. KEA should take up this issue with the other departments.
8. The support provided by KEA to other wings of the Planning Department was approved.
9. a) KEA should improve its visibility by participating in high level meetings like SAKALA review, KDP etc.

- b) A letter from the Chief Secretary addressed to all the Principal Secretaries/Secretaries and Heads of department will be sent to prepare Medium Term Portfolio Evaluation Plans and take up evaluation accordingly.
- c) KEA will bring out a comprehensive policy on evaluations by December, 2012 and a set of detailed guidelines by February, 2013 which will help the departments to take the initiative for institutionalizing the culture of evaluations.
- d) Principal Secretary, Planning Department will write to all departments to make Evaluation as a part of Planning, Monitoring and Evaluation cells. If there are no such established cells, they should be asked to nominate a nodal officer.
- e) Work on identifying the programs/schemes for evaluation should start early during the financial year. It will be reviewed in the KDP meetings by senior officers in the government.

10.A sub-committee of the following members-

- 1. The Principal Secretary, Planning Department-Chairperson
- 2. The Principal Secretary, DPAR – Member
- 3. The Secretary (Expenditure), Finance Department – Member
- 4. The CEO, KEA – Member Secretary

was appointed to examine the staffing needs of the KEA and arrive at a number that will help the KEA to function according to the mandate envisaged in the Government Order. The Committee will also look into other relevant issues placed on the agenda notes and make suitable recommendations to the Chairperson of the General Body Meeting for approval.

11. Leasing of 15000 sq feet of office accommodation at BMTC Annexure was approved. The KEA was permitted to enter into a lease agreement with BMTC accordingly. The work of interior development was permitted to be given to Land Army subject to the clearance of finance department.
12. The new address of KEA was allowed to be incorporated as an amendment of article 2 of the Memorandum of Association from the date of KEA moving into the new premises.
13. Financial powers may be delegated to the CEO and other officer of KEA subject to the approval of finance department.
14. Approval is accorded for the trainings proposed in agenda item IX A and IX B. Approval is also accorded for outsourcing the drafting work of training manual and pedagogy to ASCI, Hyderabad as per the norms in practice. However, the need for introducing diploma course as proposed in agenda item IX C is not felt. Instead, KEA shall seek to introduce evaluation as one of the subjects in the postgraduate courses in social science disciplines in the state universities with the help of department of higher education.
15. Representatives of NSSU and ISI may be taken as permanent members of KEA Technical Committee. The issue of enhancing sitting fee is deferred.
16. The MOU format is approved as a template. Context specific minor charges may be made to the template. Otherwise, the template may be used as standard for outsourcing contracts.

AGENDA SUBJECT-2

To approve the Report of the Governing Body on the affairs of KEA including the progress made in its programs for the year 2013-14.

The report of the Governing Body on the affairs of KEA for the year 2013-14 is placed at **Annexure 3**.

The General Body is GB is requested to approve the Report for 2013-14.

ANNEXURE 3

Report of the Governing Body on the affairs of KEA including the progress made in its programs for the year 2013-14

1. Introduction on the establishment of KEA:

Karnataka Evaluation Authority was set up in the year 2011-12 vide Govt. Order No. PD 8 EVN (2) 2011 dated 11.07.2011 and it was registered as a society as per the Karnataka Societies Act, 1960 under Section (17) vide Government Order No. PD 20 EVN 2011 dated 05.09.2011 under Registration Certificate No: DRB-C/SOR/140/2011-12 dated 19.09.2012, with the vision of keeping in place a transparent, effective and efficient practice of evaluation of State's development policies and programmes and to use it effectively as a tool to benchmark the state of affairs, refine its public policies, and designing programmes and schemes with prudent and optimal use of resources for maximizing the intended and measurable outcomes and citizen satisfaction.

2. Evaluation Mission:

The following are the principles and objectives of evaluation:

- i. Prescribing standards of policy and programme formulation, monitoring, evaluation and refinement.
- ii. Institutionalising enabled machinery backed by adequate financial resources and informed procedures to facilitate, supervise and enforce timely, useful and accountable evaluation.
- iii. Enhanced technical capacities within the departments of the Government and by the independent evaluation agencies to undertake and effectively utilize evaluation outputs for informed decision-making.
- iv. Enhanced Stakeholders' satisfaction through participation, transparency and accountability.

3. Evaluation Policy Framework and Applicability:

- i. Framework for Evaluation of Government Policies, programmes in Karnataka whereby the policy context envisages for supporting capacity building, facilitation, conduct, outsourcing, responsibility matrix of various stake holders and other relevant attributes, procedures and processes essential for effective and timely evaluation and its feedback utilization for quality outcomes.
- ii. This policy framework is applicable to all entities in the Karnataka Government including Urban and Rural local bodies, Government departments, Public undertakings, Boards etc. It envisages to constantly learn from experience and discussion of its work by involving experts in the fields of development, evaluation, policy studies, administrators and the general public.
- iii. The policy envisages distinctly two broad types of Evaluation and they are as follows:
 - (a) **External Evaluation:** All evaluation studies to be taken up by the Karnataka Evaluation Authority and paid by its own funds are referred as external evaluation studies. The schemes which are earmarked by the authority for evaluation shall not be taken up by the line department for evaluation. In a year KEA may take up 20-30 evaluations which are vital for the key policy and programme refinement and assessment.
 - (b) **Internal Evaluation:** Any evaluation to taken up by the line departments from their own resources are referred as internal evaluation studies. It shall be mandatory for all the line departments to take advice from the KEA on TOR, data collection tool, methodology, vendor/outsourcing agency selection and all other technical matters pertaining to the internal evaluation and follow the rules, procedures etc. prescribed by the authority. The department may earmark 1% of the plan fund for such evaluations. In a year all the departments together may take up 40-60 such evaluations. KEA will monitor the progress of such evaluation and will receive and safe upkeep in archives all TORs, data tools, soft copy of the data collected and reports etc., for future use.

4. Activities / Functions of KEA:

- i. The KEA is primarily responsible to supervise, facilitate, build capacity and handhold the departments for effective planning, monitoring and fine tuning the policies, programmes, and schemes for result oriented and outcome based implementation.
- ii. The KEA may undertake or commission training, consultancy, advocacy activity to further goals of effective and meaningful scheme formulation, monitoring and evaluation.
- iii. KEA shall keep record of all the TORs, data collection tools, evaluation reports in their data base and follow-up utilization of evaluation outputs
- iv. KEA shall take a target to conduct at least 20 to 30 very important evaluations every year.

5. Bodies of the Society:

- i. General Body: It is the highest body of KEA (as Society) and the Chief Secretary, Govt. of Karnataka is the chairman of this body. This body mainly decides on policy matters.
- ii. Governing Body: It is the second highest body of KEA (as Society) and the Principal Secretary/Secretary to Govt. Planning Department is the President of this body. This body looks into the important functions of the Authority and executes the resolutions of the General body with the assistance of the CEO & Member Secretary.
- iii. Technical Committee: This is headed by the Principal Secretary / Secretary to Govt., Planning Department to prepare Terms of References, approve the work plan and accept draft evaluation.

Two (actually the First meeting was held in two parts) meetings of the General Body have been held in the past. Their details are as below:

Sl. No.	Date of meeting	Venue of the Meeting	Under chairmanship of
1	07.12.2011	Room No. 313, 3 rd Floor, Vidhana Soudha, Bangalore - 560001.	Hon'ble Sri S.V. Ranganath, IAS, Chief Secretary, Govt. of Karnataka
2	10.01.2012	Room No. 313, 3 rd Floor, Vidhana Soudha, Bangalore - 560001.	Hon'ble Sri S.V. Ranganath, IAS, Chief Secretary, Govt. of Karnataka
3	01.10.2012	Room No. 123, Vikasa Soudha, Bangalore - 560001.	Hon'ble Sri S.V. Ranganath, IAS, Chief Secretary, Govt. of Karnataka

6. Budget and Expenditure of KEA:

Government of Karnataka made a provision of Rs.300 lakh during 2013-14 under the Head of account: 2515-00-101-0-26 (Plan) for discharge of its functions.

Karnataka Evaluation Authority has a Bank Account titled as KEA Fund under savings bank account no. 64084919361, in the State Bank of Mysore, M.S. Building, Bangalore, being jointly operated by the CEO & Administrative Officer, KEA.

An amount of Rs.28,06,350 was credited by the Bank as interest on 31.03.2014. An amount of Rs. 3.38 crores has been spent by the end of March 2014. The details are as follows:

Sl. No.	Particulars	Amount Spent (Rs.)
		2013-14 (Till 31.03.2014)
1	Conducting Evaluations	280,12,246
2	Salary and allowances	43,21,574
3	Salary for outsourced staff	9,70,331
4	Leave encashment	45,963
5	Workshop, training, Seminar & Meeting expenses	16,82,942
6	Payment to Resource persons	1,36,000
7	Meeting Expenses	55,049
8	Sitting fees, conveyance & Travelling expenses	3,31,584
9	Books & Periodicals	55,051
10.	Notification expenses	84,906
11	HR & Accounts Manual preparation	1,21,075
12	Printing and Stationery	1,83,758
13	Telephone and Postage	58,128
14	Office Expenses	71,487
15	Vehicle Maintenance	2,83,664
16	Vehicle Hire Charges	7,71,569
17	Bank charges	1,322
18	UNDP funded accelerating equitable Human Development Programme	33,14,945
	Total	3,38,71,704

7. Details of staffing pattern:

The details of the posts sanctioned and officials working in Programme and Administrative Wings of Karnataka Evaluation Authority are given as later-

KEA Staffing Pattern

(as per Govt. Order No: PD 22 SMC 2013 dated 11.02.2014)

Sl. No.	Category of posts	No. of posts	Pay Scale (Rs.)	Name of the Officer in position	Period
1	Chief Evaluation Officer	1	Scale less	Prof. S.Madeswaran, Special Officer, Evaluation Division(Concurrent charge)	01.10.2011 to 19.06.2012
				Sri K.N.Murthy, IFS from AIS.	20.06.2012 to 03.11.2013
				Sri Rajiv Ranjan, IFS from AIS (incharge)	04.11.2013 to 02.03.2014
				Sri Brijesh Kumar Dikshit, IFS from AIS.	03.03.2014 to till date
2	Additional Chief Evaluation Officer	1	Scale less	Vacant	Since inception
3.	Director of Evaluation	5	Scale Less	Vacant	Since inception
4.	Associate Director	10	Scale Less	Vacant	Since inception
5.	Research fellow	10	Scale less	Vacant	Since inception
6.	Web & MIS Manager	1	40050-56550	Vacant	Since inception

7.	Administrative Officer	1	40050-56550	Sri M.H.Diwakar Rao	23.11.2011 to 05.01.2013
				Sri H.R. Nagendra	05.01.2012 to 01.05.2013
				Sri B.Krishnappanavar	22.03.2013 to 30.04.2013
				Smt. V.Ramani	02.05.2013 to 27.9.2013
				Sri.S.O.Narayanappa	27.9.2013 to 30.10.2013
				Smt N.Manjula Geetha	30.10.2013 to till date
8.	Accounts Officer	1	28100-50100	Vacant	Since inception
9.	Desk Officer(Under Secretary)	1	28100-50100	Vacant	Since inception
10.	Office Assistant	2	16000-29600	Vacant	Since inception
11.	Personal Secretary	2	14550-26700	Vacant	Since inception
12.	DTP Operator	1	16000-29600	Vacant	Since inception
13.	Driver	2	9600-14550	Vacant	Since inception

14.	Attender	2	9600-14550	Vacant	Since inception
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Since many posts are not filled in KEA, the services of Smt. H.S. Vijayalakshmi, Assistant Statistical Officer belonging to the erstwhile Evaluation Division (consequent to wind up of the Division w.e.f. 31.03.2012) is being utilized on OOD basis.

8. Activities carried out in KEA:

A. Details of Studies taken up by KEA:

The studies taken up KEA during 2013-14 are as follows:

Sl No	Title of the study	Consultant Organization doing the study	Cost (Rs.) if External evaluation	Expenditure incurred in 2013-14
1	Evaluation of the Mysore Paints and Varnish Ltd.	National Productivity Council Bangalore.	Internal Evaluation	No expenses incurred from KEA
2	Evaluation of the Karnataka Vidyuth Karkane Limited, Bangalore	National Productivity Council Bangalore.	Internal Evaluation	No expenses incurred from KEA
3	Performance of North East Karnataka Road Transport Corporation (NEKRTC)	Institute of Public Enterprises, Hyderabad	Internal Evaluation	No expenses incurred from KEA

4	Performance of North Western Karnataka Road Transport Corporation (NWKRTC)	Institute of Public Enterprises, Hyderabad	Internal Evaluation	No expenses incurred from KEA
5	Performance of Karnataka State Tourism Development Corporation	Institute of Public Enterprises, Hyderabad	Internal Evaluation	No expenses incurred from KEA
6	Evaluation of Forestry Works of Karnataka	Hyderabad Karnataka Centre for Advanced Learning & Welfare Society, Gulbarga	Internal Evaluation	No expenses incurred from KEA
7	Micro Irrigation Scheme implemented in Karnataka	University of Agricultural Sciences, Dharwad	Internal Evaluation	No expenses incurred from KEA
8	Farm Mechanization Scheme in Karnataka	University of Agricultural Sciences, Raichur	Internal Evaluation	No expenses incurred from KEA
9	Integrated scheme on oil seeds, pulses, oil palm and maize (ISOPOM)	University of Agricultural Sciences, Bangalore	Internal Evaluation	No expenses incurred from KEA

10	Weather based crop insurance	Karnataka State Natural Disaster Monitoring Centre (KSNDMC), Bangalore	Internal Evaluation	No expenses incurred from KEA
11	Evaluation of Forestry Works of Karnataka	Hyderabad Karnataka Centre for Advance Learning(HKCAL), Gulbarga	Internal Evaluation	No expenses incurred from KEA
12	Evaluation of Forestry Works of Karnataka	M/s NABARD Consultancy Services Pvt. Ltd (NABCONS)	Internal Evaluation	No expenses incurred from KEA
13	Evaluation of Forestry Works of Karnataka	M/s NABARD Consultancy Services Pvt. Ltd (NABCONS)	Internal Evaluation	No expenses incurred from KEA
14	Nirmala Graama Puraskara	Grassroots Research and Advocacy Movement (GRAAM), Mysore	Internal Evaluation	No expenses incurred from KEA
15	Evaluating the SAKALA Program.	Indian Market Research Bureau (IMRB) International	Rs. 27,95,357	Rs 1600000

B. Details of Studies completed in 2013-14

The following is the list of evaluation studies completed in 2013-14.

Sl No	Title of the study	Consultant Organization doing the study	Month in which report accepted	Year of Commencement	Type of study
1	Performance of Ganga Kalyana scheme.	AC Nielson ORG MARG Pvt Ltd, Bangalore	October 2013	2012-13	Internal Evaluation
2	Evaluation of Aarogya Bandhu scheme.	Institute of Health Management Research	October 2013	2012-13	Internal Evaluation
3	Emergency response services (EMRI module) 108 in State of Karnataka	Institute of Health Management Research	October 2013	2012-13	Internal Evaluation
4	Rural Markets Financed under Rural Infrastructure Development Fund in Karnataka	Department of Agriculture Marketing, Co- Operation and Business Management College of Agriculture UAS Bangalore	October 2013	Not clear	Internal Evaluation

5	Samudaya Souchalaya	Karnataka Center for Advance Learning and Welfare Society (HKCAL)	February 2014	2013-14	Internal Evaluation
6	Evaluation of the process in the implementation of JnNURM in Karnataka	National Institute of Advance Studies	October 2013	2012-13	External Evaluation

C. Trainings done by KEA

KEA carried out the following trainings in the year 2013-14

Sl.no.	Subject	Conducted on	No. of participants
1.	One day Interactive workshop for Senior Officers of Government of Karnataka on Evaluation.	16.4.2013 to 20.4.2013	450
2.	Facilitation workshop for preparing Master plan for Evaluation studies to Social Welfare Department.	26.10.2013	36
3.	Facilitation workshop for preparing Master plan for Evaluation studies to Municipal Administration Department.	21.10.2013	16

4	Presentation on KEA's Evaluation Policy.	26.04.2014	80
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D. KEA has also supported the departments in finalizing 19 Terms of Reference in respect of evaluation studies during 2013-14.

E. KEA has sanctioned the following four manuals in the year 2013-14, which shall be able to guide it in its day to day functioning and the carrying out of work of evaluation and output grading of evaluation reports received-

1. The Human Resource Manual,
2. The Manual for Empanelment of Evaluation Consultants,
3. The Manual for Output Grading, and
4. The Manual for Finance and Accounting.

AGENDA SUBJECT-3

To approve the auditor's report of KEA for 2013-14 and the budget proposals for the year 2014-15.

A. To approve the auditor's report of KEA for 2013-14.

1. The income and expenditure accounts and assets and liabilities of KEA for the year 2013-14 was audited by Badari, Madhusudan & Srinivsan, Chartered Accountant appointed by the Governing Body. The Auditor is empanelled with the Comptroller and Auditor General of India for auditing government accounts and has empanelment number BA0237 for the year 2013-14. Thus the resolution of the Second General Body that "*that only auditors empanelled by the CAG be engaged for auditing KEA accounts*" has been complied with. The report has been placed before the Governing Body in its Sixth meeting held on the 31st of May 2014 where the resolution was-

"The Audit report of the year 2013-14 is accepted and it is recommended to take it to the General Body for approval."

A copy of the Auditor's report for 2013-14 is enclosed as **Annexure 4.** (as a separate booklet)

It is requested that the General Body may please accept and approve the report.

B. To approve the budget proposal of KEA for the year 2014-15

- The budget proposal for the year 2014-15 of the KEA is enclosed as **Annexure 5.** This budget was placed before the Governing Body in its Sixth meeting held on the 31st of May 2014 where the resolution was-

“The Budget of the year 2013-14 presented is accepted with the allocation for HDD sector being revised to Rs 1.87 crores and it is recommended to take it to the General Body for approval”.

It is requested that the General Body may please approve the budget for 2014-15.

ANNEXURE-5

BUDGET OF KEA FOR THE YEAR 2014-15

(Accepted by the 6th Governing Body Meeting)

Sl .no	Name/Type of work	Allocation in Lacs
1	Salaries & Establishment cost of KEA staff	52.80
2	Operations and Maintenance expenses of KEA	34.50
3	Providing support to HDD(DHDR & SHDR preparation)	187.00
4	Conducting Evaluation studies (including payment for evaluations carried over to this financial year)	185.30
5	Conducting Training Programmes for government employees with regard to Capacity building including preparing Training Manual etc.	16.00
	TOTAL	475.60

AGENDA SUBJECT-4

To approve for adoption the financial and administrative powers delegated to KEA Officers by Government.

The Government of Karnataka has delegated financial powers to the officers of KEA vide GO no. PD 194 SSM 2012 dated 31.12.2012 and administrative powers vide GO no. PD 21 SMC 2013 dated 08.03 2013. A copy of these is enclosed as pages 106 to 109 and pages 42 to 47 of the “*Compendium of Manuals and Government orders of Karnataka Evaluation Authority up to June 2014*” respectively along with the Agenda notes.

The subject of financial and administrative powers was placed in the Third meeting of the Governing Body where the resolution was –

“The Governing Body resolved to accept the financial and administrative powers delegated to the Officers of KEA and decided to recommend the same to the General Body for adoption”.

The General Body is requested to approve the adoption of the Government Orders cited in this subject from the date of the order.

AGENDA SUBJECT 5

To ratify the adoption of four manuals related to setting up of internal procedures and rules.

In the Second General Body meeting, review was done of the writing of four manuals. The manuals are –

1. The Human Resource Manual,
2. The Manual for Empanelment of Evaluation Consultants,
3. The Manual for Output Grading, and
4. The Manual for Finance and Accounting.

The Manuals have been discussed and approved with few changes in the Fifth meeting of the Governing Body. This was followed by the issuance of Government order no. PD/23/PSD/2014 dated 11.04.2014 sanctioning the manuals. These manuals are for the fine tuning of administrative, procedural, financial and technical regulations.

The manuals are enclosed as pages 1 to 136, and the Government order as page 138 of the “*Compendium of Manuals and Government orders of Karnataka Evaluation Authority up to June 2014*” along with the Agenda notes.

The General Body is requested to ratify the adoption of these manuals by the KEA.

AGENDA SUBJECT 6

To approve the adoption of the appointment and service conditions of Karnataka Evaluation Authority Employees Rules 2013.

The subject of increasing the number of posts in KEA was discussed in the Second General Body meeting. It was resolved there that a Sub- Committee would look into the requirement of posts and “*other relevant issues*” and make suitable recommendations.

The task has been completed with the issuing of a Government Order no. PD 22 SMC 2013 dated 11.02.2014, duly citing the proceedings of the Second General Body meeting, which is enclosed as pages 160 to 165 of the “*Compendium of Manuals and Government orders of Karnataka Evaluation Authority up to June 2014*” along with the agenda notes. This forms the administrative and service conditions of KEA staff, besides what is covered in the Human Resource Manual.

The General Body is requested to approve the adoption of these rules by the KEA.

AGENDA SUBJECT 7

To ratify the adoption of the revised Memorandum of Understanding (MOU) format for Internal and External Evaluations.

In the last resolution of the Second General Body meeting, a template was approved to be used as MOU between Consultant Evaluation Organizations and the KEA in case of evaluation studies with “*context specific minor changes*”.

It was found that the following points of concern existed in the MOU-

- (a) There was a provision made to advance 80% (40% at the time of signing MOU and another 40% of total cost after 75% of the amount advanced at the time of MOU is utilised) of the evaluation study cost to the evaluation conducting Consultant Organization, without insisting on any kind of guarantee or security. In one case, the advance made under this provision was close to Rs. 16 lakhs and made to a private company, without even taking an EMD.
- (b) The MOU contents seemed to be too much in favour of the Consultant doing the study. In case of bad quality work or not conforming to the evaluation schedule, very little could be done against them beyond deducting only 5% of the cost.
- (c) The Consultant Evaluation Organisation had the right to walk away out of the study at any time, and yet be paid for the quality work done by them till the date of walking out.

With these concerns, the MOU approved in the Second General Body meeting was first modified to suit Internal and External evaluations in two different formats. These formats had no provision of making unsecured advances (Bank Guarantees were a must and advance was limited to 30% only) and were accepted by the Technical Committee of the KEA in its 8th meeting.

Later, the formats were further modified by the President of the Governing Body and Principal Secretary, Planning, Programme Monitoring & Statistics Department and placed before the Sixth Governing Body meeting in which-

“It was resolved the modified agreements can be accepted and taken to the next General Body meeting for their ratification”.

Copy of the “*modified agreements*” with names, addresses, time frames and costs indicated mainly for clarity, are enclosed as **Annexure- 6** (External evaluation) and **Annexure 7** (Internal Evaluation)

The General Body is requested to ratify the adoption of these agreements/MOUs by the KEA.

ANNEXURE-6
MEMORANDUM OF UNDERSTANDING
(For External Evaluation Studies)

This agreement is made and executed at Bangalore on this 11th day of March 2014 by and between:

The Karnataka Evaluation Authority (hereinafter to be referred to as KEA), registered as a Society under the Karnataka Societies Registration Act, 1960, under the Ministry of Planning, Programme Monitoring and Statistics Department of the Government of Karnataka, and having its office at Room No.542, II Gate, M S Building, Dr. B R Ambedkar Veedhi, Bangalore – 560 001, represented by the Chief Evaluation Officer of KEA (hereinafter the term and expression shall mean and include his / her successors, executive assistants and legal representatives) as the **FIRST PARTY**, and,

-----Agency/Firm/Society/Company/Institution/Centre of Excellence/University (strike off whichever is not applicable), having its registered office at ----- represented by its ----- designated as -----, whose full postal address for communication is -----, email id is -----and contact phones are -----, working under the overall control, guidance and superintendence of the registered office and having legal competence to enter into contract agreements on behalf of the Agency/Firm/Society/Company/Institution/Centre of Excellence/University (strike off whichever is not applicable), detailed at the commencement of this paragraph (hereinafter referred to as the “Consultant”, which term and expression shall mean and include his / her/their successors, assignees and legal representatives), as the **SECOND PARTY**.

WHEREAS

The Government of Karnataka is desirous of undertaking an Evaluation Study in the name and title of -----, and has set up the KEA, amongst other purposes, for the same vide Government of Karnataka order no. **PD/8 /EVN (2)/2011** dated **11th July 2011**. The KEA being an independent agency to aid and promote effective, independent and transparent evaluation of public programmes and policies in the State of Karnataka, it proceeded to get the Evaluation Study done through a qualified external Consultant, following the due procedure. The Second Party (Consultant), having proved its credentials and capabilities in the process to successfully accomplish the task, was offered the assignment of undertaking the above study in accordance with the Terms of Reference (ToR) cited at ***Annexure I*** to this agreement;

AND the Consultant, having assured the KEA of possessing the required competencies in their research team headed by the Principal Investigator ----- -- whose complete postal address and contact details are ----- , to undertake the above Evaluation Study in all its dimensions and in accordance with the ToR prescribed, offered to do so to the satisfaction of the KEA;

AND in consideration whereof the KEA agreed to pay the Consultation Charges to the Consultant vide schedule that is described later in this agreement and accepted by both parties to the agreement;

NOW, therefore, in consideration of the mutual promises and obligations, this agreement is entered into by the above named two parties on the following terms and conditions:

1. **The KEA agrees to engage and retain the services of the Consultant** for conducting the study till it is completed in all respects and final report and related information/records thereto are submitted and the report is approved by the Technical Committee of the KEA.
2. **The Consultant agrees to conduct an in depth study of the evaluation topic** in accordance with the best academic standards and scientific rigor, and submit a detailed evaluation report to the within the stipulated time in accordance with the ToR to the satisfaction Technical Committee of the KEA.
3. **The study shall be completed and final report submitted within a period of five months** from the day of commencement of this contract. The date of this agreement shall be the commencement day for counting the contract period.
4. **The following deliverables and the timelines** shall be maintained by the Consultant:
 - a. An inception report containing a detailed road map for the study shall be submitted to the first party within a period of one month from the date of this agreement. This report shall contain templates of survey instruments, results of pilot test, specifics of sampling design and research methodology. A presentation of the same shall be made by the Consultant on the appointed date, time and venue before the Technical Committee of the KEA. The same will be approved by it with or without remarks, comments and appropriate alterations to the inception report submitted. These remarks, comments and suggested alterations will be informed to the Consultant. The Consultant will comply with these within four weeks of receiving the information and submit final inception report for approval of the Technical Committee of the KEA. Only after such approval of inception report should the Consultant proceed according to the approved specifications.

- b. The Consultant and their field data collection agency will provide complete details of field data collection plans to the first party sufficiently in advance to communicate the same to all concerned. Following the communication, the Consultant should proceed with the data and information collection as per the approved design, and complete the same within two months.
- c. The data collected should be processed statistically and a draft report should be written by the Consultant. **Five copies** of draft report of the study shall be submitted to the KEA within one month from the date of completion of field work. The Consultant is expected to make a comprehensive presentation of the draft before the Technical Committee of the KEA on the time, date and venue fixed for the purpose. They shall go through the presentation and draft report and either communicate, within two weeks of the presentation made, its acceptance or suggest modifications to be done, or supplementary work to be done and incorporated, or both. The Consultant will take action to implement all the suggestions etc. in case the draft report was not accepted after first presentation within a period of one month from the date on which the communication of suggestion/suggestions was received, and submit the revised draft report for approval of the Technical Committee of the KEA.
- d. After the draft report has been so approved, the Consultant will prepare a final report and submit a copy of it for approval of the style and manner of presentation to the KEA. Only after KEA approves in writing the style and presentation of the final report, the Consultant should proceed with getting its hard copies ready.
- e. **TEN** hard copies and **Five** soft copies of the approved final report along with **Five** soft copies of raw field data, data collection instruments, and processed data outputs should be submitted to the KEA.

- f. The Consultant will make a presentation of the Final Report to the first party along with those concerned with the purpose of benchmarking the quality of the report and dissemination of findings/recommendations.

5. **Monitoring and coordination of sample survey and data collection work:** A representative of the department/Board/ Urban or Rural body or State Undertaking concerned may act as the Chief Coordinator for the project work and would be closely interacting with the Consultant. He / She will nominate the coordinators for supporting the field work, briefing and debriefing sessions.

6. **Consultation fee and payment schedule:** The KEA agrees to pay Rs.5.28 lakhs (Rupees Five Lakhs & Twentyeight Thousand only) towards the total Consultation fee payable for the task, including taxes. The same will be released after deducting applicable taxes as under;

- a. The **first instalment** of Consultation fee amounting to 30% of the total fee shall be payable **as advance** to the Consultant after the approval of the inception report (as prescribed in clause 4a. above), but only on execution of a bank guarantee of a scheduled nationalized bank valid for a period of at least 12 months from the date of issuance of advance.
- b. The **second instalment** of Consultation fee amounting to 50% of the total fee shall be payable to the Consultant after the approval of the Draft report (as prescribed in clauses 4b&c. above).
- c. The **third and final instalment** of Consultation fee amounting to 20% of the total fee shall 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, 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).

7. Performance Warranties:

- I. Warranties on behalf of the Consultant:** The Consultant agrees to provide the following warranties to KEA;
- a. That the Consultant undertakes to perform the study with the highest professional standards, competency and ethical integrity. The Consultant agrees to adopt the following principles:
 - i. To foster social equity & justice in evaluation by including relevant perspectives and interests of all stakeholders.
 - ii. To secure informed consent of all survey participants and stakeholders, respect their privacy, dignity, freedom of expression and provide complete anonymity and confidentiality to the information provided by them.
 - iii. To hold the evaluation enquiry systematically, gather evidence completely, comprehensively and independently, uninfluenced by any interested person or party and maintain good, accurate and proper records of the data, results, methods adopted and the procedures followed in connection with the evaluation work and to share them with the KEA.
 - iv. To arrive at the findings based entirely on the data and information gathered for the study free from bias of any kind and to provide a balanced and judicious report on the strengths and weaknesses of policy, programme and the manner of implementation based on sound and verifiable reasons.
 - b. The Evaluation Report submitted by the Consultant will be its sole work and not infringe the copy right of any other(s).

- c. That the Consultant agrees **NOT** to change key personnel listed in the ToR / RFP and associated with the evaluation study till the final evaluation report is submitted. If for reasons beyond the control of the Consultant, it becomes necessary to replace the key personnel, the Consultant shall forthwith provide a replacement with a person of equivalent or better qualification acceptable to the KEA.
- d. That the Consultant will **NOT** subcontract the study wholly or in part to any other agency. However, the Consultant may engage another agency having trained and qualified staff for survey and sample data collection purposes. Similarly, the Consultant may engage a qualified agency for printing the final report. While doing so, the Consultant will ensure that the quality of work or timeline is not compromised in any manner whatsoever.
- e. That the Consultant takes full responsibility for making payment to its staff and workers so engaged for this study promptly and fairly, and will not create any obligations to the KEA to clear any pending payments.
- 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 any one without the prior written consent of the KEA.
- g. That the role conflict faced by the Consultant, if any, perceived at any time of the study, shall be fully and properly disclosed to the KEA without any loss of time.
- h. That after completing the study, the Consultant will submit all original documents containing primary and secondary data, processed data outputs, study report and soft copies of all the literature cited in the final report to the KEA along with the final reports. Neither the Consultant, nor his staff or agents will not make any unauthorized use of the data or information.

II. Warranties on behalf of the KEA: The KEA agrees to provide the following warranties to the Consultant:

- a. That the KEA will facilitate the evaluation study in all possible and tenable ways. It agrees to issue a letter of authorization to the Consultant to access the available official records, documents, data and reports, etc., connected with the study and also for seeking interviews with key personnel connected with the execution of the programme and policies relevant to the study.
- b. That the KEA assures the Consultant that review & comments on the draft documents and any proposals submitted by the Consultants will be communicated generally within four weeks from the date of such a request or such time as may be prescribed in this agreement. The Consultant should but take due notice of the comments and suggestions made and agree to undertake necessary corrective action without compromising on the facts and findings.
- c. That the KEA agrees to release the advances and payments in accordance with the timelines and schedules agreed to in clause 6 above, subject to availability of funds. If money is not released within 15 days from the date of request for release after qualifying for the same (duly supported by necessary and sufficient documents), the consultant is entitled for commensurate extension of time in the agreement period. The agreement shall not be jettisoned solely on account of delay in releasing funds.

8. Other rights and obligations:

- a. The Government of Karnataka and the KEA have a right for periodic spot check or back check of the data collected, either directly, or through their subordinate officers to ascertain the rigor and quality of field work. The Consultant agrees to make good the defects if any found during such checks.

- b. Copy right of the data and reports shall vest with the KEA. Data, information and reports generated during the evaluation study shall be the property of the KEA. Copy right of the survey formats, raw data, pictures, maps, reports and any other documents generated during the study, therefore, vest with the KEA. The Consultant cannot make use of such materials or ideas for any other purpose or transfer it to a third party without the prior written permission of the KEA.
- c. Any new methodologies, techniques, principles, proprietary materials such as software, programmes, macros, algorithms and modules developed or created by the Consultant in the course of the study, which are of generic nature and not produced exclusively for KEA, will remain the exclusive property of Consultant. However, they will be shared with the KEA to the extent needed to understand the processes, procedures and methodologies used in conducting the study and arriving at the conclusions.
- d. Both parties to this agreement agree to indemnify, defend and hold the other parties harmless against any liabilities arising out of due discharge of duties under this agreement.

9. Penalties

- a. If quality of the Consultant's work is poor and beyond redemption in the opinion of the KEA, it may issue a notice to that effect to the Consultant, and after hearing the Consultant's explanation both in writing and orally, and, if the work is proved to be poor, terminate this agreement forthwith. If any advance has been paid against Bank Guarantee to the Consultant, it shall be forfeited to the KEA. Thereafter, the Consultant shall be de-empanelled from the list of Empanelled Consultants as provided in the Empanelment Manual.

- b. If the Consultant fails to meet the timeline for any specific deliverable, upon a written request quoting reasons, he / she/they may be given an extension of one month. For delay beyond one month or part thereof, the KEA is entitled to impose a penalty of up to 10% of the total Consultation fee, per month. Penalty shall be doubled for each succeeding month of delay, or part thereof, up to a period of six months, after which the agreement shall *suo moto mutatis mutandis* stand cancelled and amounts paid or payable to the Consultant shall be forfeited to the KEA.
- c. If it is found any time that the Consultant:
 - i) Secured this evaluation work by misrepresentation of facts or by deceit,
 - ii) Has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices at any time,
 - iii) Has indulged in malpractices such as plagiarism, or
 - iv) Committed any illegalities which may attract criminal liability.

The agreement shall be cancelled forthwith after giving a notice in writing and giving an opportunity of being heard, and if the charge is proved, all money payable to the Consultant forfeited to the KEA and legal action under the relevant laws shall be initiated by the KEA.

10. Amendment(s) or termination of this agreement: This agreement may be amended or terminated under the following circumstances:

- a. Both the parties to the agreement, by mutual consent, may modify the terms of agreement appropriately at any time.
- b. In the case of the Government of Karnataka making any rule or issuing any direction that is in disagreement with any of the terms of this agreement, the said change will be deemed to have been incorporated in the agreement from

the date on which the said rule or direction came into effect irrespective of whether the said amendment is made in writing or not.

- c. All directions given by the KEA or its authorized representatives/ Committee members involved in the processes described before, 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, irrespective of whether such a direction is formally converted into a written supplementary agreement or not
- d. The KEA may terminate the agreement in accordance with clauses 9 above.

11. Grievance Redressal Mechanism

- a. If any party is aggrieved by any direction or order of the CEO of KEA, he / she/they shall try and sort out the matter amicably by mutual consultation. If the matter could not be resolved, then the same shall be reduced in writing and a notice to this effect shall be served on the other parties as soon as possible. The other parties shall consider such a notice and make every effort for removing the difficulties. If it could not be so resolved, then the aggrieved party may go in appeal to the Principal Secretary, Ministry of Planning, Programme Monitoring and Statistics Department of the Government of Karnataka, whose decision in the matter will be final and binding on both parties.
- b. If any law suits arise on account of this agreement, it shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the Courts in Bangalore, India.

12. Miscellany

- a. No party to this agreement shall be liable for any failure or delay in performance under this agreement, caused by any natural calamity, strike, bandh, lockout, curfew, riot, fire, sabotage, etc., provided that the party affected by such an event had taken all reasonable precautions, due care and reasonable alternative measures, with the objective of carrying out the terms and conditions of this agreement.
- b. A party affected by an event of *force majeure* shall give the other parties a written notice as soon as possible, with full details, and in any event not later than five calendar days of the occurrence of the cause relied upon. In the event of a *force majeure*, the dates by which performance obligations are scheduled to be met, shall be extended suitably. The Consultant shall be entitled to proportionate payment for the value of work done, in case *force majeure* leads to termination of the project.
- c. Any action taken by the KEA under this agreement to protect the public and government interest shall stand fully indemnified and he / she/it shall not be liable personally to pay any compensation or face criminal action even if the Consultant is entitled to launch such proceedings.
- 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.
- e. Any notice intended to be served for legal purpose shall be in writing and shall be served on the persons mentioned below under acknowledgement. No cognizance shall be taken of any notice served otherwise.

i. For and on behalf of KEA:

Chief Evaluation Officer,
Karnataka Evaluation Authority,
Room No.542, M S Building, Dr. B R Ambedkar Veedhi,
Bangalore – 560 001.

ii. For and on behalf of the Consultant:

CEO & Chief Adviser
TECSOK, 4th Floor, Basava Bhavana
Basaveshwara Circle, Bangalore – 560 001

f. The Parties to this agreement will stand discharged from the obligations of this agreement on the occurrence of any of the following events-

- i. Full and final discharge after completing the tasks envisaged under this agreement and after submitting the audited statement of accounts, if so, required by this agreement;
- ii. On mutual agreement to terminate;
- iii. On termination of the agreement by the Authority in accordance with clause 9 above and disposal of appeals and court cases if any.

IN WITNESS WHEREOF, the authorized signatories of the parties to this agreement have duly executed this agreement on the date first above written.

On behalf of KEA

On behalf of Consultant

Name of Signatory:

Name of Signatory:

(SEAL)

(SEAL)

1. Name of Witness and address

1. Name of Witness and address

2. Name of Witness and address

2. Name of Witness and address

ANNEXURE-7

MEMORANDUM OF UNDERSTANDING

(For Internal Evaluation Studies)

THIS AGREEMENT is made and executed at Bangalore on this 11th day of March 2014 by and between:

The Karnataka Evaluation Authority (hereinafter to be referred to as KEA), registered as a Society under the Karnataka Societies Registration Act, 1960, under the Ministry of Planning, Programme Monitoring and Statistics Department of the Government of Karnataka, and having its office at Room No.542, II Gate, M S Building, Dr. B R Ambedkar Veedhi, Bangalore – 560 001, **The Department of Horticulture, Government of Karnataka**, having its office at Directorate of Horticulture, Lalbagh, Bangalore – 560 004 represented by, along with the Karnataka Evaluation Authority, Dr. K. Hemalatha, Assistant Director of Horticulture (Apiculture) (hereinafter which term and expression shall mean and include his / her successors, executive assistants and legal representatives) jointly as the **first party**, and,

-----Agency/Firm/Society/Company/Institution/Centre of Excellence/University (strike off whichever is not applicable), having its registered office at ----- represented by its ----- designated as -----, whose full postal address for communication is -----, email id is -----and contact phones are -----, working under the overall control, guidance and superintendence of the registered office and having legal competence to enter into contract agreements on behalf of the Agency/Firm/Society/Company/Institution/Centre of Excellence/University (strike off whichever is not applicable), detailed at the commencement of this paragraph (hereinafter referred to as the “Consultant”, which term and expression shall mean and include his / her/their successors, assignees and legal representatives), as the **second party**.

WHEREAS

The Government of Karnataka is desirous of undertaking an Evaluation Study in the name and title of -----, and the first party has proceeded to get the Evaluation Study done through a qualified external Consultant, following the due procedure. The Second Party (Consultant), having proved its credentials and capabilities in the process to successfully accomplish the task, was offered the assignment of undertaking the above study in accordance with the Terms of Reference (ToR) cited at *Annexure 1* to this agreement;

AND the Consultant, having assured the first party of possessing the required competencies in their research team headed by the Principal Investigator ----- -- whose complete postal address and contact details are ----- , to undertake the above Evaluation Study in all its dimensions and in accordance with the ToR prescribed, offered to do so to the satisfaction of the first party;

AND in consideration whereof the **Department of Horticulture, Government of Karnataka**, having its office at Directorate of Horticulture, Lalbagh, Bangalore – 560 004 has agreed to pay the Consultation Charges to the Consultant vide schedule that is described later in this agreement and accepted by both parties to the agreement;

NOW, therefore, in consideration of the mutual promises and obligations, this agreement is entered into by the above named two parties on the following terms and conditions:

13. **The first party agrees to engage and retain the services of the Consultant** for conducting the study till it is completed in all respects and final report and related information/records thereto are submitted and the report is accepted by the Technical Committee of the KEA and the **Department of Horticulture, Government of Karnataka.**
14. **The Consultant agrees to conduct an in depth study of the evaluation topic** in accordance with the best academic standards and scientific rigor, and submit a detailed evaluation report to the first party within the stipulated time in accordance with the ToR to the satisfaction of the Technical Committee of the KEA and the **Department of Horticulture, Government of Karnataka.**
15. **The study shall be completed and final report submitted within a period of** five months from the day of commencement of this contract. The date of this agreement shall be the commencement day for counting the contract period.
16. **The following deliverables and the timelines** shall be maintained by the Consultant:
- g. An inception report containing a detailed road map for the study shall be submitted to the first party within a period of one month from the date of this agreement. This report shall contain templates of survey instruments, results of pilot test, specifics of sampling design and research methodology. A presentation of the same shall be made by the Consultant on the appointed date, time and venue before the Technical Committee of the KEA and at least one authorized representative of **the Department of Horticulture, Government of Karnataka**, having its office at Directorate of Horticulture, Lalbagh, Bangalore – 560 004. The same will be approved by the Technical Committee of the KEA and the authorized representative/s present with or without remarks, comments and appropriate alterations to the inception report submitted. These remarks, comments and suggested alterations will be informed to the Consultant. The Consultant will comply with these within four

weeks of receiving the information and submit final inception report to the Technical Committee of the KEA and the authorized representative/s of the **Department of Horticulture, Government of Karnataka**. Only after such approval of inception report should the Consultant proceed according to the approved specifications.

- h. The Consultant and their field data collection agency will provide complete details of field data collection plans to the first party sufficiently in advance to communicate the same to all concerned. Following the communication, the Consultant should proceed with the data and information collection as per the approved design, and complete the same within two months.
- i. The data collected should be processed statistically and a draft report should be written by the Consultant. **Five copies** of draft report of the study shall be submitted to the KEA within one month from the date of completion of field work. The Consultant is expected to make a comprehensive presentation of the draft before the Technical Committee of the KEA and at least one authorized representative of **the Department of Horticulture, Government of Karnataka** on the time, date and venue fixed for the purpose. They shall go through the presentation and draft report and either communicate, within two weeks of the presentation made, its acceptance or suggest modifications to be done, or supplementary work to be done and incorporated, or both. The Consultant will take action to implement all the suggestions etc. in case the draft report was not accepted after first presentation within a period of one month from the date on which the communication of suggestion/suggestions was received, and submit the revised draft report for approval of the Technical Committee of the KEA and the authorized representative/s of the **Department of Horticulture, Government of Karnataka** .

- j. After the draft report has been so approved, the Consultant will prepare a final report and submit a copy of it for approval of the style and manner of presentation to the KEA and the **Department of Horticulture, Government of Karnataka**. Only after KEA and the **Department of Horticulture, Government of Karnataka** approves in writing the style and presentation of the final report, the Consultant should proceed with getting its hard copies ready.
- k. **TEN** hard copies and **Five** soft copies of the approved final report along with **Five** soft copies of raw field data, data collection instruments, and processed data outputs should be submitted to the KEA. The KEA would transmit appropriate number of and type of final report copies to **the Department of Horticulture, Government of Karnataka**, having its office at Directorate of Horticulture, Lalbagh, Bangalore – 560 004.
- l. The Consultant will make a presentation of the Final Report to the first party along with those concerned with the purpose of benchmarking the quality of the report and dissemination of findings/recommendations.

17. Monitoring and coordination of sample survey and data collection work: A representative of **the Department of Horticulture, Government of Karnataka**, having its office at Directorate of Horticulture, Lalbagh, Bangalore – 560004 may act as the Chief Coordinator for the project work and would be closely interacting with the Consultant. He / She will nominate the coordinators for supporting the field work, briefing and debriefing sessions.

18. Consultation fee and payment schedule: **The Department of Horticulture, Government of Karnataka**, having its office at Directorate of Horticulture, Lalbagh, Bangalore – 560 004 agrees to pay Rs.5.28 lakhs (Rupees Five Lakhs & Twentyeight Thousand only) towards the total Consultation fee payable for the task, including taxes. The same will be released after deducting applicable taxes as under;

- d. The **first instalment** of Consultation fee amounting to 30% of the total fee shall be payable **as advance** to the Consultant after the approval of the inception report (as prescribed in clause 4a. above), but only on execution of a bank guarantee of a scheduled nationalized bank valid for a period of at least 12 months from the date of issuance of advance.
- e. The **second instalment** of Consultation fee amounting to 50% of the total fee shall be payable to the Consultant after the approval of the Draft report (as prescribed in clauses 4b&c. above).
- f. The **third and final instalment** of Consultation fee amounting to 20% of the total fee shall 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, 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).

19. Performance Warranties:

III. Warranties on behalf of the Consultant: The Consultant agrees to provide the following warranties to the first party;

- j. That the Consultant undertakes to perform the study with the highest professional standards, competency and ethical integrity. The Consultant agrees to adopt the following principles:
 - v. To foster social equity & justice in evaluation by including relevant perspectives and interests of all stakeholders.
 - vi. To secure informed consent of all survey participants and stakeholders, respect their privacy, dignity, freedom of expression and provide complete anonymity and confidentially to the information provided by them.

- vii. To hold the evaluation enquiry systematically, gather evidence completely, comprehensively and independently, uninfluenced by any interested person or party and maintain good, accurate and proper records of the data, results, methods adopted and the procedures followed in connection with the evaluation work and to share them with the first party.
- viii. To arrive at the findings based entirely on the data and information gathered for the study free from bias of any kind and to provide a balanced and judicious report on the strengths and weaknesses of policy, programme and the manner of implementation based on sound and verifiable reasons.
- k. The Evaluation Report submitted by the Consultant will be its sole work and not infringe the copy right of any other(s).
- l. That the Consultant agrees **NOT** to change key personnel listed in the ToR / RFP and associated with the evaluation study till the final evaluation report is submitted. If for reasons beyond the control of the Consultant, if becomes necessary to replace the key personnel, the Consultant shall forthwith provide a replacement with a person of equivalent or better qualification acceptable to the first party.
- m. That the Consultant will **NOT** subcontract the study wholly or in part to any other agency. However, the Consultant may engage another agency having trained and qualified staff for survey and sample data collection purposes. Similarly, the Consultant may engage a qualified agency for printing the final report. While doing so, the Consultant will ensure that the quality of work or timeline is not compromised in any manner whatsoever.

- n. That the Consultant takes full responsibility for making payment to its staff and workers so engaged for this study promptly and fairly, and will not create any obligations to the first party to clear any pending payments.
- o. 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 any one without the prior written consent of the first party.
- p. That the role conflict faced by the Consultant, if any, perceived at any time of the study, shall be fully and properly disclosed to the first party without any loss of time.
- q. That after completing the study, the Consultant will submit all original documents containing primary and secondary data, processed data outputs, study report and soft copies of all the literature cited in the final report to the KEA (as detailed in clause 4e above) along with the final reports. Neither the Consultant, nor his staff or agents will not make any unauthorized use of the data or information.

IV. **Warranties on behalf of the first party:** The first party agrees to provide the following warranties to the Consultant:

- d. That the first party will facilitate the evaluation study in all possible and tenable ways. It agrees to issue a letter of authorization to the Consultant to access the available official records, documents, data and reports, etc., connected with the study and also for seeking interviews with key personnel connected with the execution of the programme and policies relevant to the study.

- e. That the first party assures the Consultant that review & comments on the draft documents and any proposals submitted by the Consultants will be communicated generally within four weeks from the date of such a request or such time as may be prescribed in this agreement. The Consultant should but take due notice of the comments and suggestions made and agree to undertake necessary corrective action without compromising on the facts and findings.
- f. That the **Department of Horticulture, Government of Karnataka**, having its office at Directorate of Horticulture, Lalbagh, Bangalore – 560 004 agrees to release the advances and payments in accordance with the timelines and schedules agreed to in clause 6 above, subject to availability of funds. If money is not released within 15 days from the date of request for release after qualifying for the same (duly supported by necessary and sufficient documents), the consultant is entitled for commensurate extension of time in the agreement period. The agreement shall not be jettisoned solely on account of delay in releasing funds.

20. Other rights and obligations:

- e. The Government of Karnataka and the first party have a right for periodic spot check or back check of the data collected, either directly, or through their subordinate officers to ascertain the rigor and quality of field work. The Consultant agrees to make good the defects if any found during such checks.
- f. Copy right of the data and reports shall vest with the first party. Data, information and reports generated during the evaluation study shall be the property of the first party. Copy right of the survey formats, raw data, pictures, maps, reports and any other documents generated during the study, therefore, vest with the first party. The Consultant cannot make use of such materials or ideas for any other purpose or transfer it to a third party without the prior written permission of the first party.

- g. Any new methodologies, techniques, principles, proprietary materials such as software, programmes, macros, algorithms and modules developed or created by the Consultant in the course of the study, which are of generic nature and not produced exclusively for first party, will remain the exclusive property of Consultant. However, they will be shared with the first party to the extent needed to understand the processes, procedures and methodologies used in conducting the study and arriving at the conclusions.
- h. Both parties to this agreement agree to indemnify, defend and hold the other parties harmless against any liabilities arising out of due discharge of duties under this agreement.

21. Penalties

- d. If quality of the Consultant's work is poor and beyond redemption in the opinion of the first party, it may issue a notice to that effect to the Consultant, and after hearing the Consultant's explanation both in writing and orally, and, if the work is proved to be poor, terminate this agreement forthwith. If any advance has been paid against Bank Guarantee to the Consultant, it will be forfeited to the **Department of Horticulture, Government of Karnataka**. Thereafter, the Consultant shall be de-empanelled from the list of Empanelled Consultants of the KEA as provided in the Empanelment Manual.
- e. If the Consultant fails to meet the timeline for any specific deliverable, upon a written request quoting reasons, he / she/they may be given an extension of one month. For delay beyond one month or part thereof, the **Department of Horticulture, Government of Karnataka**, having its office at Directorate of Horticulture, Lalbagh, Bangalore – 560 004 is entitled to impose a penalty of up to 10% of the total Consultation fee, per month. Penalty shall be doubled for each succeeding month of delay, or part thereof, up to a period of six months, after which the agreement shall

suo moto mutatis mutandis stand cancelled and amounts payable to the Consultant shall be forfeited to the **the Department of Horticulture, Government of Karnataka**, having its office at Directorate of Horticulture, Lalbagh, Bangalore – 560 004.

- f. If it is found any time that the Consultant:
- v) Secured this evaluation work by misrepresentation of facts or by deceit,
 - vi) Has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices at any time,
 - vii) Has indulged in malpractices such as plagiarism, or
 - viii) Committed any illegalities which may attract criminal liability.

The agreement shall be cancelled forthwith after giving a notice in writing and giving an opportunity of being heard, and if the charge is proved, all money payable to the Consultant forfeited to the **Department of Horticulture, Government of Karnataka**, and legal action under the relevant laws shall be initiated by the first party.

22. Amendment(s) or termination of this agreement: This agreement may be amended or terminated under the following circumstances:

- e. Both the parties to the agreement, by mutual consent, may modify the terms of agreement appropriately at any time.
- f. In the case of the Government of Karnataka making any rule or issuing any direction that is in disagreement with any of the terms of this agreement, the said change will be deemed to have been incorporated in the agreement from the date on which the said rule or direction came into effect irrespective of whether the said amendment is made in writing or not.

- g. All directions given by the first party or its authorized representatives/ Committee members involved in the process described above, 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, irrespective of whether such a direction is formally converted into a written supplementary agreement or not.
- h. The first party may terminate the agreement in accordance with clauses 9 above.

23. Grievance Redressal Mechanism

- c. If any party is aggrieved by any direction or order of the CEO of KEA, he / she/they shall try and sort out the matter amicably by mutual consultation. If the matter could not be resolved, then the same shall be reduced in writing and a notice to this effect shall be served on the other parties as soon as possible. The other parties shall consider such a notice and make every effort for removing the difficulties. If it could not be so resolved, then the aggrieved party may go in appeal to the Principal Secretary, Ministry of Planning, Programme Monitoring and Statistics Department of the Government of Karnataka, whose decision in the matter will be final and binding on both parties.
- d. If any law suits arise on account of this agreement, it shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the Courts in Bangalore, India.

24. Miscellany

- g. No party to this agreement shall be liable for any failure or delay in performance under this agreement, caused by any natural calamity, strike, bandh, lockout, curfew, riot, fire, sabotage, etc., provided that the party affected by such an event had taken all reasonable precautions, due care and

reasonable alternative measures, with the objective of carrying out the terms and conditions of this agreement.

- h. A party affected by an event of *force majeure* shall give the other parties a written notice as soon as possible, with full details, and in any event not later than five calendar days of the occurrence of the cause relied upon. In the event of a *force majeure*, the dates by which performance obligations are scheduled to be met, shall be extended suitably. The Consultant shall be entitled to proportionate payment for the value of work done, in case *force majeure* leads to termination of the project.
- i. Any action taken by the first party under this agreement to protect the public and government interest shall stand fully indemnified and he / she/it shall not be liable personally to pay any compensation or face criminal action even if the Consultant is entitled to launch such proceedings.
- j. 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 per 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.
- k. Any notice intended to be served for legal purpose shall be in writing and shall be served on the persons mentioned below under acknowledgement. No cognizance shall be taken of any notice served otherwise.
- r. For and on behalf of the first party:

The Department of Horticulture,

Government of Karnataka,

Directorate of Horticulture,

Lalbagh, Bangalore – 560 004

ii. For and on behalf of the Consultant:

CEO & Chief Adviser

TECSOK, 4th Floor,

Basava Bhavana

Basaveshwara Circle,

Bangalore – 560 001

1. The Parties to this agreement will stand discharged from the obligations of this agreement on the occurrence of any of the following events-

1. Full and final discharge after completing the tasks envisaged under this agreement and after submitting the audited statement of accounts, if so, required by this agreement;
2. On mutual agreement to terminate;
3. On termination of the agreement by the Authority in accordance with clause 9 above and disposal of appeals and court cases if any.

IN WITNESS WHEREOF, the authorized signatories of the parties to this agreement have duly executed this agreement on the date first above written.

On behalf of first party

On behalf of Consultant

Name of Signatory:

Name of Signatory:

(SEAL)

(SEAL)

1. Name of Witness and address

1. Name of Witness and address

2. Name of Witness and address

2. Name of Witness and address

AGENDA SUBJECT 8

To approve the auditor's report of KEA for 2012-13 and the budget proposals for the year 2013-14.

A. To approve the auditor's report of KEA for 2012-13.

The income and expenditure accounts and assets and liabilities of KEA for the year 2012-13 was audited by M/S H R Suresh and Company, Chartered Accountant, appointed by the Governing Body. The Auditor is empanelled with the Comptroller and Auditor General of India for auditing government accounts and has empanelment number BA0215. Thus the resolution of the Second General Body that "*that only auditors empanelled by the CAG be engaged for auditing KEA accounts*" has been complied with. The report has been placed before the Governing Body in its Third meeting held on the 29th of June 2013, where the resolution was to-

"Accept the Statutory Audit report submitted by M/S H R Suresh and Co. for placing it before the next Annual General Body Meeting of KEA".

A copy of the Auditor's report for 2013-14 is enclosed as **Annexure 8**.
(as a separate booklet)

It is requested that the General Body may please accept and approve the report.

B. To approve the budget proposal of KEA for the year 2013-14

The budget proposal for the year 2013-14 of the KEA is enclosed as **Annexure 9**. This budget was placed before the Governing Body in its Third meeting held on 29th of June 2013 where the budget was "*approved unanimously for placing before the next General body Meeting.*"

It is requested that the General Body may please approve the budget for 2013-14.

ANNEXURE-9

BUDGET FOR THE YEAR 2013-14 – KARNATAKA EVALUATION

AUTHORITY

Sl.no.	EXPENDITURE ITEM	AMOUNT(RS IN LAKH)
1	Recruitment(40 officers and staff)	10.00
2	Empanelment & Training(200 agencies)	16.00
3	Costs of Manual(five manuals)	10.00
4	New office interior work + furnishing	547.00
5	MTPEP works + Inventory + studies	32.50
6	Completing ongoing studies(4 nos)	98.50
7	Concurrent evaluation of CSS Flagship programmes(15 nos)	600.00
8	Capacity building of officers(400+300)	69.00
9	ICE activities (to cover 7 departments)	35
10	Salaries & Establishment costs	278.80
11	O & M costs	81.00
12	DHDR costs	212.20
TOTAL		1990.00

AGENDA SUBJECT 9

To make amendment to rule 18 (8) (c) of the Karnataka Evaluation Authority (KEA) Rules, 2011.

As per rule 18(8)(c) of the KEA Rules, 2011, it is provided that “ *It shall be duty of the Hon. Treasurer to keep accounts of all receipts and disbursements upto-date, to collect the dues of the institution and duly to account for all monies received and to pay ion the same to the credit of the institution’s account in such bank or banks as the Governing Body may direct. It shall further be the duty of the Hon. Treasurer to cause to be prepared and to lay before the Governing Body at its meeting the following statement –*

The bank pass book and pay in slips duly filled up. The Chairman of the meeting shall duly check and counter sign such statements.”

While reviewing the KEA budget position in the Second Governing Body meeting held on 17.12.2012, it was resolved that –

“Progress of expenditure and the fund requirement for the current financial year have been noted. Books of accounts were produced to the President for signature. After discussion it was suggested that the KEA Rule 16 (8) (c) may be amended with the approval of the General Body, and such authority be delegated to the CEO, KEA”. (The 16 in the resolution seems to be a misprint in lieu of 18).

As per rule 23 of the KEA Rules 2011-

“Any change or amendment to the rules and bye-laws can be done by the approval of more than 50% of the total strength of the members present in the General Body and after getting it approved by the Chief Secretary, Government of Karnataka and all such resolutions shall be notified to the Registrar of the Co-operative Societies for incorporation/confirmation”.

In view of the above, it is requested that the General Body be pleased to change rule 18 (8) (c) to read –

“The bank pass books and pay-in-slips duly filled up. The Chief Evaluation Officer, Karnataka Evaluation Authority shall duly check and counter sign such statement.”