

DRAFT TERMS OF REFERENCE FOR HIRING CONSULTANT(s)
NAVSARI AGRICULTURAL UNIVERSITY, NAVSARI, GUJARAT, INDIA

Title of the position: Short term subject consultant (Pesticide Residue Analysis)

The Client: Navsari Agricultural University, Navsari, Gujarat, India

Reporting Lines: Principal Investigator & Nodal Officer CAAST, O/o DR & Dean PGS, University Bhavan, NAU, Navsari-396 450, Gujarat, India

Particular	Contents/Comments
1) Background information on the project and the assignment	<p>The Organization : Navsari Agricultural University, a state agricultural university was established in the year 2004 with the enactment of Act No. 5 of 2004 (Gujarat Agricultural Universities Act, 2004) and mandated to work in the field of higher education in different Agriculture and allied sciences like Agriculture, Horticulture, Forestry, Veterinary Sciences and Animal Husbandry, Agribusiness Management, Agricultural Engineering Food Processing Technology, Biotechnology, Fisheries <i>etc.</i>; as well as contribute in the location specific research in agricultural field and also act as a nodal agency for the extension of developed technologies to the end users such as farmers, consumers, entrepreneurs <i>etc.</i></p> <p>The Project : Indian Council of Agricultural Research is the premier body working under Ministry of Agriculture, Cooperation and Farmer Welfare, Government of India (GoI) which is handling core issue of regulation and development basic and higher education, research and extension activities in agriculture and allied field.</p> <p>The Indian Council of Agricultural Research (ICAR) in collaboration with the World Bank has enunciated a series of projects to revamp the national research, extension and innovation systems. The National Agricultural Higher Education Project has been conceived to enable the agricultural education system catch up nationally and internationally with the peers. This project is aimed at enhancing the capability of best of the agricultural universities in the country (like the DUs in the ICAR system) to become globally relevant and competitive by investing in chosen core activities that have a bearing on their reckoning to be counted in the race. This project has several components and subcomponents. However, Navsari Agricultural University had obtained a project entitled “Establishment of Secondary Agriculture Unit for Skill Development in Students and Farmers at NAU, Navsari” in subcomponent Investments in Centres for Advanced Agricultural Science and Technology (CAAST) on June 13, 2018. The objectives of this project are to acquaint PG students, faculty members and technical project staff with latest technologies in different spheres of secondary agriculture, capacity building, competency development, product development and its commercialization. This project shall focus on Processing and Waste Utilization in Horticultural Produce; Scientific Utilization of Non-Timber Forest Products and Medicinal and Aromatic Plants, Establishment of Small Scale Climate Resilient Dairy Unit and Pesticide Residue Analysis from agricultural and other food commodities.</p>

	<p>Background for Consultancy:</p> <p>The indiscriminate and uncontrolled uses of plant protection chemicals particularly pesticides poses serious threat to quality of natural resources and deleterious effects on the non-target flora, fauna and other organisms. Increasing awareness among the consumers and changing scenario of world trade in the era of globalization, quality and safety of food products is of prime importance. Pesticide residue analysis from farm produce is a basic requirement to grasp the opportunity of global boundary less trade. Unfortunately, India is lagging behind in the basic infrastructure for pesticide residue analysis as well acute shortage of trained and skilled manpower has also worsened the situation. The graduates from agriculture and allied field particularly the agriculture and horticulture are well verse to situation and know the background of the problem. Thus, the only alternative or option to tackle this nasty problem is to improve the investment in the infrastructure as well as sharpen the skill of graduates and post graduate in the field of pesticide residue analysis.</p> <p>Therefore, it is the need of hour to established world class pesticide residue analysis laboratory which are having world class state of art facilities where the agriculture graduate can sharpen their skill. Food Quality Testing Laboratory, Navsari Agricultural University has been working the field of pesticide residue analysis and having ISO/IEC 17025 certification which shows its competency in the field. However, no institute can survive in isolation in the fast moving world. To achieve this goal, collaboration with leading national and international organizations/institute is must. Thus, Navsari Agricultural University has floated tender for Request for Proposal (RFP) for consultancy services from consultant who have proven record in the field of food quality testing particularly in the field of pesticide residue analysis to evaluate its present management and technical system, planning for systematic improvement and more importantly to help in identification and developing working relation/linkages to the institute national and international reputed from government and private sector across the globe.</p> <p>The expenditure/financing for the consultancy/assignment will be made from the CAAST project.</p>
<p>2) Precise statement of the objectives of assignment</p>	<p>The CAAST project sub unit seeks advisory services from individual (s) that fulfil the following objectives:</p> <ul style="list-style-type: none"> • To evaluate the present technical and management system of Food Quality Testing Laboratory, NMCA, NAU, Navsari and provide technical guidance to make the laboratory world class. • To provide hands on onsite and offsite training of state of art sophisticated instruments and techniques for the analysis of pesticide residues and other contaminants in food and other matrices to agriculture university students and faculties. • To facilitate for development of linkage and working relation for sharing the expertise, infrastructure and technical knowhow to between the Food Quality Testing Laboratory and other world-class national and international private and government institutes. • To provide guidance in framing R&D work concurrent to contemporary world as well as the new frontiers in pesticide residue chemistry field and facilitate establishment and modernization of current laboratory infrastructure in lieu of R&D need.

<p>3) An outline of the tasks to be carried out (Scope of services) including transfer of knowledge, if any.</p>	<p>The consultant have to support and provide the technical guidance to CAAST project (Sub unit: Pesticide residue analysis for up-gradation, scope expansion, developing trained manpower, framing the R&D programme to match with pace of rest of world and establishment of linkage with world's leading institute for cooperation, collaboration with NAU. The description of assignments is as follows :</p> <p>1.Evaluation and Planning : The consultant firm will have to thoroughly study the current technical and managerial system of Food Quality Testing Laboratory and identify the core issues, flaws if any and other lacunae which hamper the performance of the laboratory. The consultant has to submit the evaluation report and planning for the improvement of the laboratory as soon as possible (within the time frame specified and agreeable to NAU, Navsari).</p> <p>2. Providing hands on training for pesticide residue analysis</p> <p>The consultant have to assist in providing training to the PG students and other concern personnel of Food Quality Testing laboratory regarding the quantitative and qualitative analysis of pesticide residues and handling of sophisticated state of art instruments required to do that. The training will be performing at onsite <i>i.e.</i> at the premise of Food Quality Testing Laboratory or offsite (any institute or organization having similar facilities, infrastructure and scope of analysis). The consultant have to depute qualified persons having proven track record or application engineers who had experience in the pesticide residue field which should not be less than 7 (seven) years. The expenses incurred in hiring such resource person will be borne by the host institute NAU, Navsari. However, the rate of honorarium and other relevant expenses like TA & DA will be in accordance with the ICAR guidelines which should be acceptable to the consultant. Therefore, prior to finalizing the resources persons for any particular activity, the vender should take permission from the host institute in writing. The frequency of the training per year will be determine on basis of mutual consent of both parties <i>i.e.</i> NAU, Navsari and consultant. The mode of training may be consists of:</p> <p>a) Theoretical lectures b) Technical assistance for operation of sophisticated instruments like GLC/GC MSMS/HPLC/LC-MSMS c) Contemporary sample processing methods and advances d) Training on preventive maintenance of instruments and troubleshooting e) Facilitate visit of trainees to the institute having similar infrastructure and scope f) Provision of resource person in other capacity building programs organized by the host institute g) Documentation for quality assurance as per national and International standards</p> <p>3. To facilitate development of linkages</p> <p>The consultant has to help the host institute to develop the linkages between institutes and private entities working in the similar field and having more or less similar scope of analysis. The institute/ entities should be of national and international repute having proven competency in the field of pesticide residue analysis.</p>
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	<p>4. To provide technical input & guidance in framing R&D work</p> <p>The consultant have to provide and guidance to frame the R&D program in lieu of contemporary world as well as advance futuristic need based R&D work in the form of project. Simultaneously, consultant have to suggest the changes in current infrastructure of FQTL to cope with the future demand of pesticides residue field. Therefore, consultant has to identify the core areas pesticide residue chemistry where FQTL could proceed and fulfil the future demand. The consultant has to mention this in their evaluation report</p>
<p>4) Schedule for completion of tasks:</p>	<p>Most of the work related this project will be done at NAU, Campus however for certain specific works the consultant may have to go the other part of the Gujarat or other parts of India.</p> <ul style="list-style-type: none"> • Duration and Length of the Assignment: The Initial contract period of the assignment will be start from February 01, 2019 till March 31, 2019. However, the length of contract period will be subjected to expansion. But it is based on discretion of committee of NAU. • Financing and Payment Schedule: The assignment will be financed under CAAST project entitled “Establishment of Secondary Agriculture Unit for Skill Development in Students and Farmers at NAU, Navsari” under National Agricultural Higher Education Project. The payment will be made in two installment based upon submission and approval of the final report related with all deliverables. This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the TOR. • The Consultant shall begin to carrying out the Services not later than the number of days after the Effective Date stated in TOR. • Unless terminated earlier, Contract shall expire at the Effective Date as specified in the TOR.
<p>5) Description of key professionals whose CVs would be evaluated</p>	<p>Educational Qualifications:</p> <ul style="list-style-type: none"> • Ph. D. degree in relevant discipline or specific degree <p>Experience:</p> <ul style="list-style-type: none"> • Expertise in pesticide residue and related analysis • Substantial data management expertise: using MS Excel and relational databases • Strong analytical and problem-solving skills • Demonstrated ability to set priorities and to work with minimum supervision in order to meet changing deadlines • Fluency in English and Hindi language • Preferably should have worked with reputed international organization/institution as a consultant

<p>6) Outputs and Deliverables (List of reports, schedule of deliveries, period of performance etc.)</p>	<p>The Consultant have to support the CAAST project sub-unit 4: (Pesticide residue analysis) to achieve the below mentioned deliverables :</p> <ul style="list-style-type: none"> • Evaluation report • Input purchase of various equipments, instruments, machinery, consumables etc. • Report on capacity building requirements of staff • Arranging capacity building programs like vocational training, seminar, symposia, workshop etc. • Establishing linkages between NAU and institutes of national and international repute • Framing R&D plans Consultant supposed to submit interim report or final report and data set as may be the case 										
<p>7) Data, services, personnel, and facilities to be provided by the Client</p>	<p>Navsari Agricultural University will provide office space, communications and other resources required for smooth implementation of the assignment.</p>										
<p>8) Composition of review committee to monitor consultants' work</p>	<p>A review committee will formed to monitor the progress and performance of the service provider <i>i.e.</i> consultant. The composition of the review committee will be as follow:</p> <table border="1" data-bbox="464 940 1378 1108"> <tr> <td>Hon. Vice Chancellor</td> <td>Chairman (<i>de facto</i>)</td> </tr> <tr> <td>DR of Research & Dean PGS</td> <td>Executive Chairman</td> </tr> <tr> <td>Nodal Officer, NAHEP-CAAST</td> <td>Member Secretary</td> </tr> <tr> <td>Co-PI of CAAST (Unit-4)</td> <td>Member</td> </tr> <tr> <td>Co-PI of CAAST (Unit-4)</td> <td>Member</td> </tr> </table>	Hon. Vice Chancellor	Chairman (<i>de facto</i>)	DR of Research & Dean PGS	Executive Chairman	Nodal Officer, NAHEP-CAAST	Member Secretary	Co-PI of CAAST (Unit-4)	Member	Co-PI of CAAST (Unit-4)	Member
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<p>9) Procedure for review of progress reports, inception, status, final draft and final reports</p>	<p>The review committee will meet monthly or Executive Chairman can convene the special meeting at point of contract period to monitor the progress and performance.</p>										
<p>10) Others</p>	<p>A) Modifications or Variations Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>B) Force Majeure For the purposes of this Contract, “<i>Force Majeure</i>” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>B.1) Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of <i>Force Majeure</i>.</p>										

	<p>B.2) Payments</p> <p>During the period of their inability to perform the Services as a result of an event of <i>Force Majeure</i>, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.</p> <p>C) Termination</p> <p>C.1) Termination by the Client</p> <p>The Client may terminate this Contract in case of the occurrence of any of the events specified in following paragraphs</p> <p>(a) If the consultant does not remedy a failure in the performance of their obligations under the contract, within thirty (30) days after being notified or within any further period as the client may have subsequently approved in writing</p> <p>(b) If the consultant becomes insolvent or bankrupt</p> <p>(c) If the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p>(d) If, as the result of <i>Force Majeure</i>, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days</p> <p>(e) If the client, in its sole discretion and for any reason whatsoever, decides to terminate this contract</p>
	<p>C.2) Termination by the Consultant</p> <p>The Consultants may terminate this contract, by not less than thirty (30) days' written notice to the client, such notice to be given after the occurrence of any of the events specified in following paragraphs</p> <p>(a) If the client fails to pay any money due to the consultant pursuant to this Contract</p> <p>(b) If as the result of <i>Force Majeure</i>, the consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days</p> <p>(c) If the client fails to comply with any final decision reached as a result of arbitration</p> <p>C.3) Payment upon Termination</p> <p>Upon termination of this Contract the Client shall make the following payments to the Consultant:</p> <p>(a) payment for services satisfactorily performed only prior to the effective date of termination</p> <p>D) Conflict of Interests</p> <p>The consultant shall hold the client's interests paramount, without any consideration for future work and strictly avoid conflict with other assignments or their own corporate interests. The consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the services or in the discharge of their obligations under the contract and the consultant shall use their best efforts to ensure that the personnel, any sub-consultants and agents of either of them similarly shall not receive any such additional payment. The consultant shall not engage, and shall cause their personnel as well as their sub-consultants and their personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this contract.</p>

E) Confidentiality

Except with the prior written consent of the client, the consultant and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the consultant and the personnel make public the recommendations formulated in the course of, or as a result of, the Services.

F) IPR and Publication

All IPR and publication rights will remain with the client only. The consultant will not claim any IPR and will not publish any report/findings etc. in any form without prior permission of the client.

G) Arbitration

- It is hereby agreed between the two Parties that TOR shall be executed in manner and form outlined in this Agreement. Any dispute, controversy, difference of any kind whatsoever or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties. If no amicable resolution or settlement is reached within a period of thirty (30) days from date on which above-mentioned dispute or difference arose, such dispute or difference shall be referred to an Arbitrator, appointed by mutual consent of both the Parties herein.
- If the Parties cannot agree on the appointment of an Arbitrator within a period of two months from the notification by the party to the other of existence of such dispute, then the Arbitrator shall be appointed by NAU-Navsari.
- The seat of arbitration shall be Navsari and arbitration shall be conducted in English language.
- The arbitration will be carried out in accordance with the provisions of Indian Arbitration and Conciliation Act of 1996, or of any modifications or re-enactments thereof.
- The arbitral award will be final and binding, subject to legal remedies available under the law.
- Existence of any dispute or difference or initiation or continuance of arbitral proceedings shall not postpone or delay performance by Parties of their respective obligations under or pursuant to this Agreement. Further, this Agreement shall remain subsisting and operative during the arbitral proceedings and no payment due and payable to either Party shall be withheld except payment in dispute, if any.
- This Agreement shall be governed by, construed, and enforced in accordance with the prevailing laws of India.

H) Recommended Presentation of Proposal

Given below is the recommended format for submitting your proposal. The following headings with the required details are important.

CVs with a proposed methodology addressing the elements mentioned under deliverables must be submitted by 5th January, 2019 electronically *via* email: caastnau@gmail.com

Incomplete applications will not be considered and only candidates for whom there is further interest will be contacted.

Proposals must include:

	<ul style="list-style-type: none">• CV or written form addressing the evaluation criteria and why you consider yourself the most suitable for this assignment. The selected candidate must submit a signed form prior to contract award.• 3 professional references most recent• A brief methodology on how you will approach and conduct the work,• Financial Proposal specifying the daily rate and other expenses, if any• Letter of interest and availability specifying the available date to start and other details. <p><i>Queries about the consultancy can be directed to the caastnau@gmail.com</i></p>
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APPLICATION FOR THE POSITION OF CONSULTANT

“.....”

At Navsari Agricultural University, Navsari (Gujarat, India) under ICAR NAHEP-CAAST project

1. Name (In Block Letters):	Paste self attested Recent Passport Photo
2. Father's/Husband' s Name :	
3. Gender:	
4. Nationality :	
5. Permanent Postal Address (attach a copy of evidence):	
6. Current Address:	
7. Phone No.:	
8. Mobile No. :1	2.
9. Email ID :	
10. Passport No. (If available then attach a copy):	
11. PAN CARD No.:	
12. Aadhar No. :	
13. GST no. (if available):	
14. Current Designation/position (if applicable):	
15. Current Employer's Full Address with contact email and phone number(if applicable):	

16. Educational Qualification details

Sl.	Degree	Subject	Name Board/ University
1.	Graduation		
2.	Post graduation		
3.	Others (if any)		

17. **Training details relevant to the position applied** (mention 2-3 most relevant training, attach certificates):

Sl.	Title of the Training program	Duration of Training	Training organized by

18. **Membership of Professional Associations/Societies**

Sl.	Name of Association/Society	Type of membership	Remarks

19. **Total Professional Experience** : _____ Years _____ month(s)

20. **Details of Professional Experience** (Starting from latest **) (attach copies of experience certificates):

Sl.	Designation	Organization	From (mm/yyyy)	To (mm/yyyy)	Summary of Services provided

** Attach evidentiary proof.

21. **Total Experience as consultant** : _____ Years _____ month(s)

Provide most relevant similar works/assignment undertaken that best illustrates suitability for the position applied (Add tables as per activity with following format)

Name of Assignment or Project:	
Year(s): (from – to)	
Name & address of employer	
Contact No & Working email address of employer (for the sake of reference/testimonial)	
Main Features of the Project/ assignment:	
Position held:	
Activities Performed/Services Provided: (Maximum 100 words)	

22. Write a brief note describing why would like to be associated with us : (Maximum 100 words)

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23. Languages proficiency: (please tick ✓)

Sl.	Language	Read	Write	Speak

24. Have you ever been convicted for any anti-law activity? (If yes give details):

25. Have you ever been blacklisted for performing similar activity : (If yes give details):

26. Have you ever been discharged or forced to resign from any position? ((If yes give details):

Declaration: I certify that the statements made by me in this application are true, complete and correct to the best of my knowledge and belief. I understand that any misrepresentation or fraudulence or material omission made herein or in any other document requested by NAU, Navsari would render dismissal and termination of my candidature and contract from the assignment at any point of time, if engaged. Further, I hereby declare that I have not been blacklisted and there is no conflict of interest with ongoing works.

Date :

Signature of the Candidate

Place :

IMPORTANT Notes:

1. Submit scanned copy of duly filled and signed application form along with self attested scanned certificates/testimonials/ other relevant documents to caastnau@gmail.com on or before 05/01/2019.