

# **REQUEST FOR PROPOSAL**

## **FOR**

**Selection of Agency for Third Party Evaluation of works undertaken under Compensatory Afforestation Fund Management and Planning Authority (CAMPA) in Jharkhand for the year 2016-17, 2017-18 and 2018-19**

**RFP No.: 01/2020**

Department of Forest, Environment and Climate Change  
Van Bhawan, Doranda, Ranchi,  
Jharkhand-834002

## **Letter of Invitation**

Dear Sir/Madam

Proposals are invited for “**Selection of Agency for Third Party Evaluation of works undertaken under Compensatory Afforestation Fund Management and Planning Authority (CAMPA) in Jharkhand**” for the year **2016-17, 2017-18 and 2018-19**. Detailed Scope of Work (**hereinafter to be referred as service**) to be carried out by the service provider under this contract are provided in the Scope of Work.

The proposal may be submitted to Additional Principal Chief Conservator of Forest, CAMPA, Van Bhawan, Doranda, Ranchi, Jharkhand-834002.

The pre-bid meeting will be held on 27 Feb, 2020 at 11.00 hrs.

Details on the proposal’s submission date, time and address are provided under Instruction to Service Provider. In course of preparing and submitting your proposal, it shall remain your responsibility to ensure that the proposal is submitted by the deadline. No bid will be accepted after the deadline. Kindly ensure that supporting documents and the proposal (the original) submitted are duly signed and stamped.

A firm will be selected under Quality and Cost Based Selection (QCBS) procedures (lump-sum contract). No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by client after it has received the Proposal. At the time of Award of Contract/Purchase Order and upto a period of six month from signing of contract, the client reserves the right to vary (increase) the quantity of services and/or goods, by up to a maximum ten per cent (10%) of the total offer, without any change in the total value of the contract or other terms and conditions.

Any Contract /Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of the client, herein attached.

Please be advised that the client is not bound to accept any Proposal, nor award a contract, nor be responsible for any costs associated with a Service Provider’s preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

The client implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against the client.

The authority reserves right to reject any/ all proposal without assigning any reason thereof.

Additional Principal Chief Conservator of Forest, CAMPA  
Department of Forest, Environment and Climate Change  
Van Bhawan, Doranda, Ranchi  
Ranchi-834002  
Jharkhand

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## **1. Background**

The Compensatory Afforestation Fund Management and Planning Authority (CAMPA) Jharkhand was constituted vide Govt. of Jharkhand Notification No. 3/Vanbhumi-21/2009-3363 dated 23.10.2009 with an objective of conservation, protection, regeneration and management of existing natural forests, wildlife and their habitat and raising site-specific compensatory afforestation, penal compensatory afforestation etc.

The State CAMPA formulates Annual Plan of Operation (APOs) every year to carry out its operations in the forestry sector. The activities of CAMPA include compensatory afforestation, plantations under Net Present Value scheme, maintenance of permanent nurseries, forest protection, natural forest management, biodiversity conservation, wildlife management, research, capacity building, strengthening and development of infrastructure for forest protection and management, information technology and communication, forest research, working plan works, awareness generation, and other allied activities etc.

The details of the physical interventions, financial achievement and list of forest divisions are given in the Annexures of the RFP document.

## 2. Terms of Reference

### 2.1. Objective of the Proposal

Afforestation and several other forestry related works are being carried out by Jharkhand CAMPA under compensatory afforestation and other schemes through the assistance of Ministry of Environment, Forest & Climate Change, Government of India **in about 59 Forest Divisions distributed in all 24 Districts of Jharkhand.**

Under CAMPA, several activities have been taken up for compensatory afforestation, preservation & development of natural forests, afforestation of degraded forest areas, forest protection, management of wildlife, capacity building, research & development, infrastructure development and other allied activities from 2010-11 till now. There is a need to evaluate these activities, and based on the learnings, plan the way forward.

The third party engaged for this purpose will evaluate the CAMPA works undertaken as per Annual Plan of Operations (APO) of 2016-17, 2017-18 and 2018-19.

### 2.2. Scope of Work

The third-party agency will carry out the following activities:

- Evaluation of implemented interventions under CAMPA Annual Plan of Operations from 2016-17 to 2018-19 which include but not limited to:
  - Compensatory Afforestation works, artificial regeneration, assisted natural regeneration
  - Silvicultural Operations of forests and maintenance of permanent nurseries
  - Soil and Moisture Conservation Measures
  - Forest Protection activities
  - Biodiversity and wildlife management, man-animal conflict reduction; construction of water holes, strengthening of infrastructure for wildlife protection
  - Infrastructure development
  - Strengthening of forest road (includes construction and repair of pullias/culverts on forest road); facilities for forest protection staff
  - Any other CAMPA works undertaken in these years but not specified above.

Parameters are as below:

- Evaluation should be undertaken by considering 10% sampling size; sampling intensity might vary with the type of work being undertaken.
- Collect the data required from concerned Forest Range Office, Divisional Forest Officer, Regional Chief Conservator of Forest, or any other office of forest department as per requirement.
- Visit all concerned forest areas to physically verify and record.
- Interview concerned officials, like Forest Range Officer, Divisional Forest Officer, Regional Chief Conservator of Forest, or any other officer of forest department as per requirement.

- Prepare and submit periodical reports
- To carry out impact evaluation of works implemented by State CAMPA as against the sustainable development indicators (as per SDG applicable to the sector), livelihood promotion, forest conservation, soil moisture conservation, water conservation and enhancing climate resilience of the community and/or ecosystem.
- To assist field functionaries and State CAMPA for development of database of State CAMPA.
- At least three photographs from different angles / views per site along with geo-coordinates and date should be included in the draft reports and also submitted in soft copy.
- Store information collected from the field in the form of database, take necessary steps for maintaining quality and reliability of the data captured.
- Incorporate and revise the report based on comments received on draft report.
- Complete all activities in the assignment within the time period as per Agreement.

### **2.3. Methodology**

Study area in the Territorial / Wildlife / Social Forestry Division etc. will be identified and demarcated. The Forest Division would be considered as a study unit. Wherever required, a Forest Circle will be taken up as per the nature of scheme. The Agency team will hold an inception meeting with the representatives of the Forest department, and would present its methodology, schedule of activities etc. It will also take suggestions from the local field officials of Forest Department and modify the methodology, sampling methods and the activities. This will be reflected in the first inception report also.

#### **a) Selection of sites:**

Evaluation to be carried out across 10% of the total plantation area in each Forest Division. The plantation sites will be selected on basis of stratified random sampling from each Forest Division. The number of sites so selected should NOT be less than 30% of the total sites of the particular individual Forest Division. The evaluation needs to be done on a representative plot of 33-meter x 33-meter size i.e., 0.1 hectare. Each plot needs to be marked on a map of plantation area. The total number of such samples of 0.1 ha size should be equal to 10% of hectarage of the plantation area of that particular individual Forest Division and should be evenly distributed among all the selected 30% sites of the Division. The GPS coordinates of all such (33 m x 33 m) plots also needs to be provided.

For linear plantation 10% of the total length of plantation in each forest divisions are to be considered.

The parameters of stratification for stratified random sampling should be finalized during inception meeting.

- Selection of strata would be done in a manner to represent the sub-administrative as well as geographic distribution of works.
- For linear plantations sites to be selected from 10% of the total length of plantation in each forest division
- For non-plantation works, 10% sample to be considered.

**b) Collection of field data**

- The primary and secondary data will be collected. The primary data will be collected from the sites after detailed discussion and taking inputs from the officials of forest departments. The secondary data will be collected from the various records as well as from the forest officers/officials of the respective forest divisions. The data so obtained are to be tabulated, triangulated and submitted to CAMPA office.
- The required questionnaires will be prepared by the experts for data collection and will be tested in the field. The data may also be collected from field observation in selected places.
- Data will be collected by a team consisting of experts from different disciplines. The collected data will be compiled, tabulated and will be then analyzed for the preparation of the final report.
- Wherever Focused Group Discussion or key informant interviews are conducted for example in JFM sites or other areas, at least 1-10 households may be interviewed. In addition, at least 2 key informant per Forest Division may be interviewed

**2.4. Evaluation Formats for different works under CAMPA****(A) Plantation Evaluation (Block / Linear / Gabion)**

Formats for the plantation evaluation are detailed below:

**1. General Information**

- (a) Division:
- (b) Range:
- (c) Beat/Sub-Beat:

**2. Information of the plantation site**

- (a) Name of the site
- (b) Legal status of the site
- (c) Year of Plantation
- (d) Type of Plantation: Block (area in ha) / Linear (km) / Linear (Gabion)
- (e) Expenditure incurred: –

(DFO to provide the information sheet reflecting the cost estimate and year- wise expenditure on different items of operation including soil & moisture conservation work to the Evaluation team)

**3. Plantation journal**

- (a) Properly maintained:
- (b) Partly maintained:
- (c) Not maintained:

**4. Map of the Planting site**

- (a) Prepared:
- (b) Not prepared:

(Signed copies of the traced map and other relevant documents are to be handed over to the evaluation team by the concerned Range Officer)

## 5. Area of the Plantation

- (a) Gross area (ha) / Linear (km/gabion) of the plantation:
- (b) Net area planted:
- (c) No. of pillars:
- (d) Whether the area of the plantation is fully covered:  
(Area of the Plantation calculated from the map on graph sheet/GIS application to be enclosed)

## 6. Species-wise seedling planted

Species	Number	Species	Number

- (a) Total no. of seedling planted:
- (b) Spacing adopted:

## 7. Survival percentage

- (a) Average height growth of the species: -
- (b) Sl. No Name of the species
- (c) Min. height (in cm)
- (d) Max. height (in cm)
- (e) Avg. height (in cm)
- (f) Avg. dbh (in cm)

## 8. Entry point activities (EPA)

- (a) EPA activities taken up: -
- (b) Norm and expenditure: -  
(To be provided by the DFO to the evaluation team)

## 9. General observation

- (c) Suitability of the site for plantation: -
- (d) Site specific right choice of the species: -
- (e) Reason for high/low survival percentage: -
- (f) Others if any-

Signature with designation of the Field Officer		Name and signature of Field Evaluator
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## **AREA ASSESSMENT OF THE PLANTATION SITE**

1. Name of the plantation site:
2. Area in ha.:
3. Number of plantation pillars and plantation perimeter should be covered by GPS for ascertaining the correctness of the area

**INFORMATION ON SURVIVAL PERCENTAGE (SAMPLE PLOT WISE)**

1. Name of Division																			
2. Name of the plantation site :-																			
3. Area in ha /Linear (km/Gabion):-																			
4. Spacing adopted :-																			
5. Size of the sample plot																			
<b>Plot No. 1</b>		<b>Plot No. 2</b>		<b>Plot No. 3</b>		<b>Plot No. 4</b>		<b>Plot No. 5</b>		<b>Plot No. 6</b>		<b>Plot No. 7</b>		<b>Plot No. 8</b>		<b>Plot No. 9</b>		<b>Plot No. 10</b>	
Row	No. of Plants	Row	No. of Plants	Row	No. of Plants	Row	No. of Plants	Row	No. of Plants	Row	No. of Plant s	Row	No. of Plants	Row	No. of Plants	Row	No. of Plants	Row	No. of Plants
1		1		1		1		1		1		1		1		1		1	
2		2		2		2		2		2		2		2		2		2	
3		3		3		3		3		3		3		3		3		3	
4		4		4		4		4		4		4		4		4		4	
5		5		5		5		5		5		5		5		5		5	
6		6		6		6		6		6		6		6		6		6	
7		7		7		7		7		7		7		7		7		7	
8		8		8		8		8		8		8		8		8		8	
9		9		9		9		9		9		9		9		9		9	
10		10		10		10		10		10		10		10		10		10	
<b>Total</b>		<b>Total</b>		<b>Total</b>		<b>Total</b>		<b>Total</b>		<b>Total</b>		<b>Total</b>		<b>Total</b>		<b>Total</b>		<b>Total</b>	

**Signature of Local Forest Staff**

**Signature of Evaluators**

## **HEIGHT PERFORMANCE OF THE SPECIES**

**(Sample Plot wise)**

1. Name of the plantation site :-
2. Area (in ha) / Linear (km/gabion) :-

### **Signature of Local Forest Staff**

## Signature of Evaluators

**(B) Soil and Moisture Conservation (SMC) works:**

10% sampling of all SMC works is to be done in all the Divisions wherever this work has been undertaken. Evaluation should cover the following aspects:

<b>Check Dam or any other structure</b>			
Check Dam or any other structure Id/No.	Size (width x depth x length) as per records	Actual size (width x depth x length)	% variation (+/-)

1. Number per ha
2. Extent of siltation
3. Extent of stabilization of gullies
4. Status of water level (information through interaction with officials and local people)
5. Comparative assessment of the vegetation cover in the particular area
6. Any other observation

**(C) Silvicultural Operations**

10% sampling is to be done in each Division. Sample plot size is to be 1 ha. Evaluation should cover the following aspects:

1. Status of natural regeneration
2. No. of coppice shoots come up in the area, and their average height & girth
3. Record verification (map, measurement book etc.)
4. Present crown density
5. Any other observation

**(D) Maintenance of permanent nurseries**

One permanent nursery in each Division to be evaluated and should comprise of

1. Infrastructure in the nursery and its status
2. Number of species and species-wise detail
3. Source and quality of the seeds
4. Number of seedlings as per species

**(E) Distribution of Seedlings: (10% sampling)**

1. Maintenance of distribution register

**(F) Infrastructure development related works**

10% of the sample size to be considered.

**Buildings**

1. Type of building
2. Extent of finishing
3. Present condition
4. GPS details
5. Recommendation, if any

**Roads, Causeway, Culvert**

1. Type of construction
2. Present condition of the road
3. GPS details
4. Recommendation, if any

**Construction of check dams**

1. Present position
2. Present water level
3. Usage by people
4. Extent of recharge of ground water
6. GPS details
5. Recommendation, if any

**Watch Tower**

1. Present condition
2. GPS details
3. Recommendation if any

**(G) Wildlife Management:**

- I. Anti-depredation activities
  - 1) Status of man-animal conflict
  - 2) Methodology for the anti-depredation measures
  - 3) Mitigation measures adopted and its impact
  - 4) Extent of involvement of villages in anti-depredation activities
- II. Use of Patrolling parties
  - 1) Effectiveness of patrolling system and recommendation

**(H) Research Activities**

- 1) No. of Research Projects taken up
- 2) Present status of progress
- 3) Outcome of the research activities
- 4) Recommendations, if any

**2.5. Details of the Activities to be evaluated:**

A list of activities undertaken under CAMPA in different APOs is provided as Annexures in the RFP document. Although efforts have been taken to include as much details as possible, this list may not be exhaustive. A few more additional activities therefore need to be taken up by the Service Provider during the course of evaluation.

## 2.6. Development of reports

The Agency will be responsible for development of detailed evaluation report. The evaluation report should comprise of -

1. Findings/outcome of Forest Division-wise evaluation.
2. Findings/outcome of Forest Region-wise evaluation the evaluation report of Forest Divisions to be clubbed to form Region-wise evaluation report.
3. State level evaluation report will comprise of cumulative findings/study outcomes of the evaluation of the entire State.
4. In addition to the finding of the evaluation study, the final combined report should briefly outline the impact of the interventions of CAMPA works on addressing the sustainable development indicators (SDG indicators), enhancing climate resilience, restoring soil moisture conservation etc.

In addition to the aforesaid reports, the selected Agency would submit monthly progress report, quarterly progress report and biannual progress report. The biannual progress reports would require to be presented before the Forest Department of Jharkhand.

## 2.7. Deliverables

Sl.	Deliverable	Timeline
1	Inception Report	1 month from the issue of contract
2	Quarterly Progress report (1st quarter)	3 months from the issue of contract
3	Biannual Progress report (2 <sup>nd</sup> quarter)	6 months from the issue of contract
4	Quarterly Progress report (3 <sup>rd</sup> quarter)	9 months from the issue of contract
4	Draft Report	11 months from the issue of contract
5	Final Report	12 months from the issue of contract

### Note:

1. The Inception Report covering brief methodology, team structure and tools/schedules/questionnaire should be prepared after thorough assessment of the ground conditions through preliminary visit of the jointly identified forest site of at least 3 Forest Regions of Jharkhand. The Inception Report needs to be presented before the Forest Department for finalizing the methodologies and tools. The Inception Report shall be presented by the team leader accompanied by the key experts proposed for the study.
2. Submit 2 hard copy and soft copy of the Draft Report along with presentation of the draft report by the team leader.
3. Submit 5 hard copy and a soft copy of the Final Report.

4. Signed copy of the questionnaire/tools/schedules.
5. GPS Co-ordinate enabled photographs of the sites where field visits have been undertaken by the team.

### 3. Instruction to Service Providers and Datasheet

#### A. General Provision

1	Definitions	(a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the service provider
		(b) “Applicable Law” means the laws and any other instruments having the force of law in the Clients country and state, as they may be issued and in force from time to time.
		(c) “Client” means the Entity responsible for implementation of the project and that signs the Contract for the Services with the Service Provider.
		(d) “Service Provider” means a legally-established entity that may provide or provides the Services to the Client under the Contract.
		(e) “Contract” means a legally binding written agreement signed between the Client and the Service Provider and includes all the attached documents listed in its Clause (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
		(f) “Data Sheet” means an integral part of the Instructions to Service Providers under Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the Instructions to Service Providers.
		(g) “Day” means a calendar day.
		(h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Service Providers.
		(i) “Government” means the State Govt of Jharkhand
		(j) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Service Provider’s proposal.
		(k) “Proposal” means the Technical Proposal and the Financial Proposal of the Service Provider.
		(l) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Service Provider
		(m) “Services” means the work to be performed by the Service Provider pursuant to the Contract.
		(n) “TORs” means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Service Provider, and expected results and deliverables of the assignment.
2	Introduction	2.1 The Client named in the Data Sheet intends to select a Service Provider, in accordance with the method of selection specified in the Data Sheet.
		2.2 The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Service Provider
		2.3 The Service Provider should familiarize themselves with the local

		conditions and take them into account in preparing their Proposals, including attending a pre-bid meeting as specified in the Data Sheet. Attending any such pre-bid meeting is optional and is at the Service Provider expense.
3	Conflict of Interest	<p>3.1 The Service Provider is required to provide professional, objective, and impartial advice, at all times holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.</p> <p>3.2 The Service Provider has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Service Provider or the termination of its Contract and/or sanctions by the Client.</p>
<b>B. Preparation of Proposal</b>		
4	General Considerations	4.1 In preparing the Proposal, the Service Provider is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
5	Cost of Preparation of Proposal	5.1 The Service Provider shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Service Provider.
6	Language	6.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Service Provider and the Client, shall be in English
7	Only One Proposal	7.1 The Service Provider shall submit only one Proposal. If a Service Provider submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
8	Proposal Validity	8.1 The period of the validity of the proposal will be 6 months from the date of signing of Contract.
9	Amendment of RFP	<p>9.1. At any time before the proposal submission deadline, the Client may amend the RFP by standard electronic means.</p> <p>9.2. If the amendment is substantial, the Client may extend the proposal submission deadline to give the Service Provider reasonable time to take an amendment into account in their Proposals</p> <p>9.3 The Service Provider may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
10	Technical Proposal Format and	10.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

	Content	
11	Financial Proposal &	11.1 The Financial Proposal shall be prepared using the Standard Forms provided in the RFP.
	Taxes	11.2 The Service Provider will be responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise.
	<b>C. Submission, Opening and Evaluation</b>	
12	Submission, Sealing, and Marking of Proposals	<p>12.1 The Service Provider shall submit a signed and complete Proposal comprising the documents and forms as specified in the RFP. The submission can be done by registered post/speed post/courier service or by hand.</p> <p>The proposer shall also submit one soft copy of the technical proposal in DVD / USB drive</p> <p>12.2 An authorized representative of the Service Provider shall sign the original submission letters in the required format for both the Technical Proposal and, the Financial Proposals and shall initial all pages of both.</p> <p>12.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>12.4 The Technical Proposal (both hard copy and soft copy) shall be placed inside a sealed envelope clearly marked “TECHNICAL PROPOSAL”, “[Name of the Assignment]”, reference number, name and address of the Service Provider.</p> <p>12.5 Similarly, the Financial Proposal shall be placed inside of a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, reference number, name and address of the Service Provider.</p> <p>12.6 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Service Provider’s name and the address.</p> <p>12.7 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>12.8 The Proposal must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected.</p>
13	Confidentiality	<p>13.1 From the time the Proposals are opened to the time the Contract is awarded, the Service Provider should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Service Provider who submitted the Proposals or to any other party not officially concerned with the process, until the award of Contract.</p> <p>13.2 Any attempt by the Service Provider or anyone on behalf of the Service Provider to influence improperly the Client in the evaluation</p>

		<p>of the Proposals or award of Contract may result in the rejection of its Proposal.</p> <p>13.3 Notwithstanding the above provisions, from the time of the Proposals" opening to the time of award of Contract, if a Service Provider wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
14	Opening of Technical Proposals	14.1 The Client's Procurement Committee shall conduct the opening of the Technical Proposals in the presence of the Service Providers authorized representatives who choose to attend (in person). The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a client's office or reputable independent authority until they are opened.
15	Evaluation of Technical Proposals	15.1 The Client's Procurement Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the RFP. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the RFP.
16	Opening of Financial Proposals (for QCBS methods)	<p>16.1 The Client shall intimate the date, time and location for the opening of the Financial Proposals.</p> <p>16.2 The Financial Proposals shall be opened by the Client's Procurement Committee in the presence of the representatives of those Service Provider's whose proposals have passed the minimum technical score. The Service Provider attendance at the opening of the Financial Proposals is optional and is at the Service Provider's choice. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.</p>
17	Correction of Errors	17.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal
18	Quality- and Cost-Based Selection (QCBS)	18.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the RFP. The Service Provider achieving the highest combined technical and financial score will be selected for award of contract.

#### **D. Datasheet**

<b>A. General</b>	
1	<p>Project: Third Party Evaluation of works undertaken under Compensatory Afforestation Fund Management and Planning Authority (CAMPA) in Jharkhand</p> <p>Project Executing Entity: Department of Forest, Environment and Climate Change, Govt. of Jharkhand, Ranchi</p> <p>Period of engagement – 01 year.</p>
2	Financial Proposal to be submitted together with Technical Proposal: Yes

3	<p>A pre-bid meeting will be held: Yes</p> <p>Date of pre-bid meeting : 27 Feb, 2020</p> <p>Time: 11.00 hrs</p> <p>Venue: Conference Hall, Van Bhawan, Doranda, Ranchi-834002, Jharkhand</p>
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### **B. Preparation of Proposal**

4	<p>This RFP has been issued in the English language. The RFP can be downloaded from the website: <a href="http://www.forest.jharkhand.gov.in">www.forest.jharkhand.gov.in</a>. Forest Department also reserves the right to modify/relax any part of the RFP/bid prior to the submission data and time. Any such changes will be published on the website as corrigendum and the participant bidders are supposed to take the corrigendum also into account prior to bid submission.</p> <p>Proposals shall be submitted in English language and all correspondence exchange in regard to the proposal/contract shall be in English language.</p>
5	<p>The proposal shall comprise of the following:</p> <p><b>1<sup>st</sup> inner envelope with Technical Proposal</b></p> <p>(1) Technical Proposal including technical proposal submission Form (both as hard copy and in soft copy either in DVD/ USB drive. The soft copy should be non-protected)</p> <p>(2) Reference documents duly signed and stamped</p> <p><b>AND</b></p> <p><b>2<sup>nd</sup> inner envelope with Financial Proposal</b></p> <p>(1) FIN-1 and FIN-2</p> <p><b>Completeness of bid offer</b></p> <p>The bidder is expected to examine all instructions, forms, terms &amp; conditions and specifications in the RFP document. Failure to furnish all information required in document or submission of offer not substantially responsive in every respect to the RFP document will be at the bidder's risk and may result in the rejection of bid offer. The bid offer is liable to be rejected outright without any intimation to the bidder if complete information as called in the RFP document is not given therein, or if particulars asked for the Forms/Performa in the RFP are not fully furnished.</p>
6	Proposals must remain valid for 6 months after the proposal submission deadline.
7	<p>The Financial Proposal shall be stated in Indian Rupees and the prices quoted in the financial bid should be without any conditions. Price quotation accompanied by vague and conditional expressions will be treated as being at variance and shall be liable for rejection.</p> <p>Omissions, errors, misrepresentations or inadequate details in the bidder's financial proposal will be considered as valid ground for rejection of the bidder's proposal. Costs if any that are not clearly identified in the financial proposal will be borne by the bidder.</p> <p>When there is a discrepancy between amounts in figures and in words, the amount in words will govern. If a Bidder refuses to accept the correction, his Bid will be rejected.</p>

<b>C. Submission, Opening and Evaluation</b>	
8	<p><b>Earnest Money Deposit (EMD)</b></p> <p>The service provider must furnish, as a part of the technical proposal, an Earnest Money Deposit (EMD) amounting to Rs 2.00 lakh (Rupee two lakh only) in form of DD from any scheduled commercial bank drawn in favour of Additional PCCF, CAMPA, Jharkhand, payable at Ranchi. The EMD of unsuccessful bidder shall be refunded after finalization of the selection process and award of the contract. The EMD of successful bidder will be released only after commencing of service and furnishing of Performance Bank Guarantee. The EMD will also be released if the bid is cancelled or bid validity is extended by the client and not accepted by the bidder. The EMD will be forfeited on account of the following reasons:</p> <ul style="list-style-type: none"> <li>a) Bidder withdraws its proposal during bid validity period</li> <li>b) Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.</li> <li>c) Finally, selected bidder disagrees to sign the contract and commence the work within the stipulated timeline.</li> <li>d) If the selected bidder fails to submit the performance bank guarantee.</li> </ul>
9	<p>The Service Provider must submit:</p> <p>(a) Technical Proposal: The Bidder shall submit Technical Proposal (together with originals/ copies of Documents required to be submitted in pursuant to this RFP) ".</p> <p>(b) Financial Proposal:</p> <p>In case the financial proposal is not submitted separately or is not properly sealed (as observed during the opening of proposal is liable to rejection.</p> <p><b>Following documents to be submitted along with technical proposal</b></p> <ul style="list-style-type: none"> <li>a) Earnest Money Deposit</li> <li>b) Copy of certificate of Incorporation/Registration</li> <li>c) Copy of PAN, GSTIN, TAN</li> <li>d) Copy of IT return for last three Financial years (2016-17, 2017-18 &amp; 2018-19). In case of financial statement of FY 2018-19 being under audit, average turnover of the previous three financial years which have been audited i.e. 2015-16, 2016-17 &amp; 2017-18 will be considered. However, applicant will have to additionally submit provisional balance sheet of FY 2018-19 to establish that average turnover of said years is Rs 2.50 Crore. Organization may submit Copy of Financial Statement (Balance Sheet and Profit and Loss Statement), CA certified turnover statement in place of IT return. Provision certificate for FY 2018-19 needs to be provided in case the financial audit report of the organization is to be finalized.</li> <li>e) Power of attorney/letter of authorization from the firm in favour of the person signing the bid on behalf of the service provider</li> <li>f) RFP Acceptance Letter – Declaration that the bidder has accepted all the conditions stipulated under the RFP including the contract document.</li> </ul>

	<p>g) Copy of contract/completion certificate of the assignments duly signed and stamped, which are proposed to justify the eligibility of the service provider</p> <p>h) Undertaking in the official letterhead duly signed by the authorized representative for not having been blacklisted by any Central/State Government/Any autonomous bodies/International and National Organization on the date of submission of bid.</p> <p>Note: All Documents submitted above should be duly signed and stamped</p> <p>The proposal complete in all respect must reach the undersigned by Speed Post/Registered Post/Courier/By hand by the deadline in sealed envelope clearly mentioning on the top of it “Selection of Agency for Third Party Evaluation of works undertaken under Compensatory Afforestation Fund Management and Planning Authority (CAMPA) in Jharkhand”. Electronic submission of proposal is not allowed.</p> <p>Ambiguous bids will be outrightly rejected. Bids not accompanied by desired documents, would be rejected. Undertaking of subsequent submission of any of the above document will not be entertained.</p>
10	<p><b>Proposal Submission Deadline:</b>  The Proposals must be submitted no later than: Date: 13<sup>th</sup> March 2020  Time: 13.00 hrs  Any proposal received beyond the aforesaid deadline (date and time) will be rejected.</p> <p>Date and time of opening of Technical Proposal: Date: 13<sup>th</sup> March 2020  Time: 15.00 hrs</p>
11	<p><b>The Proposal submission address is:</b>  Additional Principal Chief Conservator of Forest CAMPA, Jharkhand  Van Bhawan, Doranda, Ranchi, Jharkhand-834002</p>

## **12. Criteria for essential/minimum eligibility**

<b>Sl. No.</b>	<b>Minimum Requirement</b>	<b>Description</b>	<b>Documents Required</b>
1.	The organization should be a legal entity and should be in business for more than 10 years.	<p>a) Eligible entity <b>should be a single legal entity</b> registered in India (i) registered under the Companies Act (ii) partnership firm registered under the relevant and prevailing law relating to partnership in India (iii) agency registered under the Indian Trusts Act, Societies Registration Act, 1860, (iv) UGC recognized University or (v) Reputed Government Institutions Agency/Firm</p> <p><b>Note: Bidding in consortium is not allowed</b></p> <p>b) Continuously in operation for the last 10 years as on January 2020</p>	<p>-Certificate of incorporation / Registration Certificate</p> <p>-GST Registration</p> <p>-PAN Number of the Agency</p>
2.	Experience	<p>(a) Organization should have experience of carrying out minimum of 2 numbers of Third-Party Evaluation works with consulting fees of more than Rs 20.00 lakhs (Rupees Twenty Lakhs only) each.</p> <p>(b) Organization should have carried out third party evaluation of forestry related activities.</p> <p>(c) Organization should have carried out third party evaluation for state/central government agencies/departments</p>	<p>Copy of Work order/Contract with detailed scope of work enlisting the requirement under (b) and (c) and value of contract duly attested by the signatory authority</p> <p>(The work order without details of the scope of work will not be considered)</p>
3.	Earnest Money Deposit (EMD)	The applicant should furnish, as part of its proposal, an Earnest Money Deposit EMD of Rs. 2.00 lakh (Rupees Two Lakhs only) in the form of Demand Draft in favour of APCCF, CAMPA, Jharkhand, Ranchi, and it should have validity of six months.	Demand Draft
4.	Human Resource	The team should possess required number of experts as specified in the RFP	CV of team members as proposed
5.	Turn Over	Should have an average turnover of Rs 2.50 Crores (Rupees Two crores fifty Lakhs) in three preceding years in case of Private companies/Agencies	Three years balance sheet/ audited statement

6.	Blacklist	Should not have been blacklisted by any Department of Government of India or State Governments.	
7		<p>The detailed criteria for evaluation of specific experience of the Service Provider (as a firm) relevant to the Assignment is outlined in the RFP.</p> <p>The minimum technical score (St) required to qualify is: 60 Marks</p>	
8		The financial proposal should be inclusive of direct and indirect tax levied on the contract's invoices.	
9		<p>QCBS norms</p> <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is as follows:</p> <p><math>Sf = 100 \times Fm / F</math>, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are: T = 70%, and P = 30%</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <math>S = St \times T + Sf \times P</math>.</p>	

#### **D. Performance Guarantee**

10	<b>Performance Bank Guarantee</b> The successful bidder shall submit a Performance Guarantee for an amount equal to 5% of the value of the Contract in the form of a Bank Guarantee. The performance Bank Guarantee should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider. The Performance Guarantee shall be returned, after the successful completion of the assignment by the Service Provider. The Performance Security may be invoked by the Department in case of failure of bidder to adhere to the terms & conditions of the contract. Model Performance Guarantee Form is provided in the Contract document.
11	<b>Non-Transfer of Bid</b> Neither the contract nor any rights granted under the contract may be sold, leased/sublet assigned, or otherwise transferred, in whole or in part, by the bidder, and any such attempted sale, lease assignment or otherwise transfer shall be void and of no effect.
12	<b>Corrupt and Fraudulent Practices</b> The Department will reject a proposal for award if it determines that bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The bidder is liable to be blacklisted in such an event. Any attempt by bidder to bring pressure towards Forest Department's (Clients) decision making process, such bidders shall be disqualified for participation in the present RFP/bid and those bidders may be liable to be debarred from bidding for

	<p>Forest Department RFPs in future for a period of three years.</p> <p>Upon verification, evaluation/assessment, if in case any information furnished by the bidder is found to be false/incorrect, their total bid shall be outrightly rejected and no correspondence on the same, shall be entertained. Further, EMD shall also be forfeited/ invoked.</p>
	<p><b>13 Letter of Award and Contract Agreement</b></p> <p>The Client will issue a Letter of Award (LoA) to the successful bidder mentioning in brief rates, terms &amp; conditions. The acceptance and return of one copy of the LoA duly signed as token of acceptance will be construed as entry into the contract by both parties. The contract agreement will be signed within two weeks of issue of LoA after submission of the Performance Security as failing which the Department reserves the right to take appropriate decision.</p>

#### **14. Manpower resource requirement**

<b>S. No.</b>	<b>Position</b>	<b>Number</b>	<b>Educational Qualification and Experience</b>	<b>Job Description</b>
1	Team Leader	01	<p><b>Educational Qualification:</b> Master's/Doctoral degree</p> <p><b>Years of experience:</b> More than 20 years of professional experience</p> <p><b>Relevant Project Experience:</b></p> <ul style="list-style-type: none"> <li>(a) Experience of M&amp;E projects</li> <li>(b) Experience of managing projects with state/central government</li> <li>(c) Experience of assignment relating to forestry.</li> <li>(d) Notable skill of data analysis, reporting/documentation and presentation.</li> </ul>	<ol style="list-style-type: none"> <li>1. Responsible for overall project planning and management, finalization of evaluation framework in consultation with CAMPA and field offices.</li> <li>2. Develop relevant tools, provide technical inputs at various stages, coordination with experts, quality check and quality assurance of the deliverables and final submission of all deliverables.</li> <li>3. Periodic reporting before the Forest Department</li> </ol>
2	M&E Expert	01	<p><b>Educational Qualification:</b> Master's/Doctoral degree</p> <p><b>Years of experience:</b> More than 15 years of professional experience</p> <p><b>Relevant Project Experience:</b></p> <ul style="list-style-type: none"> <li>(a) Experience of M&amp;E projects with specific to central/state govt. schemes programme</li> <li>(b) Experience of dealing projects of state/central government</li> <li>(c) Experience of working in the areas of rural development, social/community mobilization and forestry.</li> </ul>	<ol style="list-style-type: none"> <li>1. Responsible for development of relevant M&amp;E tools and framework for undertaking the study work.</li> <li>2. Undertaking field visits and guide the field evaluators in undertaking field work.</li> <li>3. Consultation with the Divisional Forest Officers, other Forest Officers at the field and the Headquarters.</li> </ol>
3	Forestry Expert	01	<p><b>Educational Qualification:</b> Master's/Doctoral degree in forestry</p> <p><b>Years of experience:</b> More than 10 years of professional experience</p> <p><b>Relevant Project Experience:</b></p> <ul style="list-style-type: none"> <li>(a) Notable experience of undertaking/managing</li> </ul>	<ol style="list-style-type: none"> <li>1. Supporting M&amp;E expert in development of relevant tools and framework for undertaking the work.</li> <li>2. Supporting MIS Expert in documenting in the activities undertaken.</li> <li>3. Undertaking field visits and guide the field</li> </ol>

S. No.	Position	Number	Educational Qualification and Experience	Job Description
			<p>forestry and wildlife related assignments</p> <p>(b) Justifiable experience of forestry and wild life related schemes and programmes implemented by state forest department's /MoEFCC</p> <p>(c) Experience of managing projects with state/central government</p>	<p>evaluators in undertaking field work.</p> <p>4. Consultation with Forest Officers and other stakeholders.</p>
4	<b>Regional coordinator</b>	06	<p><b>Educational Qualification:</b> Graduate/Master's degree in science/forestry/ relevant discipline</p> <p><b>Relevant Project Experience:</b> Relevant experience of field evaluation</p>	<p>1. Field evaluation including on-field survey.</p>

**Note:**

1. The Regional Coordinator to be supported by **Field Evaluators** to be engaged by the Agency.
2. All the experts and regional coordinator should have knowledge of speaking and reading Hindi scripts.
3. If at any point in time, it appears that a resource is not up to the mark, a replacement will be demanded in written and will need to be complied within 2 weeks.
4. The number of teams to be constituted for field works and number of persons to be engaged is to be decided by the Agency with a condition of presence of overall team comprising the above qualified members for overseeing the field and documentation works.

## **15. Technical Evaluation Criteria**

<b>S. No.</b>	<b>Evaluation Criteria</b>	<b>Maximum Marks</b>
A	Specific organizational experience of the bidder (as a firm)	30
B	Adequacy and quality of the proposed methodology, and work plan in response to the Terms of Reference (TORs)	30
C	Resource qualifications and competence for the assignment	20
D	Presentation on technical proposal by the proposed team leader of the bidding organization	20
<b>Cumulative Score</b>		<b>100</b>

**Note: The minimum qualifying technical score (St): 60 Marks**

### **A. Criteria for assessing organizational experience (Maximum marks: 30)**

<b>S. No.</b>	<b>Evaluation Criteria</b>	<b>Maximum Marks (30)</b>	<b>Scoring Pattern</b>	<b>Marks</b>
<b>Organization profile (Total Marks -5)</b>				
1	Year of experience	1	11-15 years	0.5
			More than 15 years	1
2	Regional Experience	2	No experience of working in Jharkhand	0
			1-5 projects	1
			More than 5 projects	2
3	Turnover across last five years	1	Rs. 3-5 crore	0.5
			> Rs. 5 crores	1
4	Experience of working with state and central govt	1	No project	0
			1-5 projects	0.5
			> 6 projects	1
<b>Experience of Monitoring and Evaluation Related Assignments (25 marks)</b>				
1	Experience of M&E related assignment with number of projects.	10	1 to 3 projects	2
			4 to 6 projects	5
			7 to 10 projects	8
			More than 11 projects	10

<b>S. No.</b>	<b>Evaluation Criteria</b>	<b>Maximum Marks (30)</b>	<b>Scoring Pattern</b>	<b>Marks</b>
2	Experience of M&E related assignments with number and contract value of projects.	5	2 numbers of M&E assignments with contract value of more than Rs. 10.00 Lakhs/assignment OR Single M&E assignment with contract value of more than Rs. 20.00 Lakhs /assignment	2
			3 numbers of M&E assignments with contract value of more than Rs. 10.00 Lakhs/assignment OR 2 numbers of M&E assignments with contract value of more than Rs. 15.00 lakh /assignment OR Single M&E assignment with contract value of more than Rs. 30 lakhs /assignment	3
			4 numbers of M&E assignments with contract value of more than Rs.10.00 lakh/assignment OR More than 2 number of M&E assignments with individual contract value of more than Rs. 20.00 lakh/assignment OR Single M&E assignment with contract value of more than Rs. 40.00 lakh/assignment	5
3	Experience of M&E assignments related to forestry and/or wild life sector	5	Single project	1
			2 projects	3
			3 or more projects	5
4	Experience of M&E assignments related to state govt programmes/schemes specifically for state/central govt departments	5	Single project	1
			$\geq 2$ projects	2
			$\geq 4$ projects	3
			$\geq 5$ projects	4
			$\geq 6$ projects	5

**Note**

1. Experience of organization will only be considered for organizational scoring section, individual or resource experience won't be accounted for the same.
2. Experience without supporting work order/contract will not be considered as a valid claim.
3. Contract/work order without proper reference of the value of contract wherever required and scope of work towards demonstrating the relevance will not be considered as a valid claim.

**B. Adequacy and quality of the proposed methodology, and work plan in response to the Terms of Reference (ToRs) (Maximum marks: 30)**

Sl.	Evaluation criteria	Maximum Marks (20)	Scoring Pattern	Marks
1	Approach and Methodology	25	Section A. Understanding of the project, project objective and secondary literature review	2.5
			Section B. Approach and Methodology for execution of task as outlined in the ToR, including resource mobilization, tools and software to be used for the work.	20
			Envisaged risk and addressal methodology based on the bidder's experience of similar assignment.	2.5
2	Organization and Staffing structure	2.5	Detailed organizing staffing with brief outline of individual roles and responsibilities as against each staff/resource / expert proposed. A separate table under organizational staffing should clearly indicate the number of field days for each of the resources.	2.5
3	Work plan	2.5	Detailed work plan in form of Gantt chart	2.5

**C. Resource qualifications and competence for the assignment (Maximum marks : 20)**

Sl.	Position	Max. Marks (20)	Scoring Pattern	Total Marks	Marks
1	Team Leader	5	Experience of $\geq 2$ M&E projects	3	1
			Experience of $\geq 4$ M&E projects		2
			Experience of $\geq 5$ M&E projects		3
			Experience of $\leq 2$ projects related to forestry and wildlife	2	1
			Experience of $\geq 3$ projects related to forestry and wildlife		2
2	M&E Expert	5	Experience of $\geq 2$ and $\leq 5$ M&E projects	3	2
			Experience of $\geq 6$ M&E projects		3
			Experience of $\geq 1$ and $\leq 3$ M&E projects relating to forestry sector	2	1
			Experience of $\geq 4$ M&E projects relating to forestry sector		2
3	Forestry Expert	4	Cumulative experience of $\geq 3$ and $\leq 4$ assignments related to forestry / wildlife/ forestry	3	1
			Cumulative experience of $\geq 5$ assignments related to forestry / wildlife/ forestry		3
			Experience of working with state forest department's /MoEFCC	1	1
8	Regional Coordinators	6 (1 mark each for each Regional Coordinator)	Cumulative experience of $\leq 2$ assignments related to forest-based survey / M&E survey	0.5	3
			Cumulative experience of $\geq 3$ assignments related to forest-based survey / M&E survey	1	6

**Note:**

1. CV should avoid unnecessary and non-relevant assignments for which no marks are assigned.
2. CV should not be more than 4-5 pages ( in front size of not less than 11). Information in addition to 5 pages per CV will not be considered for evaluation.
3. CV should clearly indicate the proficiency of the team members in reading and speaking in Hindi.

**D. Technical Presentation (20 marks)**

Presentation on technical proposal by the proposed Team Leader of bidding organization.

#### **4. Technical Proposal – Standard Forms**

##### **FORM TECH-1**

##### **TECHNICAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To

Additional Principal Chief Conservator of Forest, CAMPA  
Department of Forest, Environment and Climate Change,  
Van Bhawan, Doranda, Ranchi -834002  
Jharkhand

Dear Sir/Madam

We, the undersigned, offer to provide the project management service services for “Monitoring and Evaluation of works undertaken under Compensatory Afforestation Fund Management and Planning Authority (CAMPA) in Jharkhand” in accordance with your Request for Proposals dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet.
- c) We have no conflict of interest in accordance to conflict of interest clause specified under “Instruction to service provider”
- d) We meet the eligibility requirements and we confirm our understanding of our obligation to abide by client’s policy in regard to corrupt and fraudulent practices.
- e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment as informed.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

Name of Service Provider (Organisation's name):

In the capacity of:

Address:

Contact information (phone and e-mail):

**FORM TECH-2**  
**SERVICE PROVIDER'S ORGANIZATION AND EXPERIENCE**

**A. Establishment of Essential eligibility**

The service provider needs to justify the eligibility of the organization in line with the criteria of essential eligibility outlined under clause 12 of the Datasheet.

<b>Criteria of Essential Eligibility</b>	<b>Justification of experience to substantiate the eligibility</b>	<b>Documents submitted to substantiate the claim</b>

**B. Service Provider's Organization**

1. Provide here a brief description of the background and details of the organization
2. Include organizational chart

**C. Service Provider's Experience**

1. List only previous similar assignments successfully completed in the last 10 years or more
2. List only those assignments for which the Service Provider's Organisation was legally contracted by the concerned Client as an organisation. Assignments completed by the Service Provider's individual experts working privately or through other organisation cannot be claimed as the relevant experience of the Service Provider, or that of the Service Providers partners or sub-contractor but can be claimed by the Experts themselves in their CVs. The Service Provider should be prepared to substantiate the claimed experience by presenting copies of relevant documents (Contract/completion report) and references along with the proposal, duly signed and stamped.

The service provider needs to provide a synopsis of the relevant projects successfully completed by the service providers in accordance to the table below:

Sl.	Assignment Name	Name of the client	Approx value (in Rs)	Brief deliverable	Output

[Using the format below, provide information on each assignment for which your organisation, and each associate for this assignment, was legally contracted as an entity or as one of the organisations within an association, for carrying out services similar to the ones requested under this assignment. Maximum 20 pages.]

Assignment name:	Approx. value of the contract (in Rs)
Country:	Duration of assignment (months)
Location within country:	
Name of Client:	Total No of staff-months of the assignment:
Address of the Client:	Approx. value of the services provided by your firm under the contract(in Rs)
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associated service provider:
Name of associated firm, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

## FORM TECH-3

### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONSE TO THE TERMS OF REFERENCE

Form TECH-3: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training.

{Suggested structure

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

**Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. **Please do not repeat/copy the TORs in here.**}

**Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here}

**Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

**FORM TECH-4**  
**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

<b>No</b>	<b>Deliverable</b>	<b>Months</b>									
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>..</b>	<b>8</b>	<b>Total</b>
<b>D-1</b>											
<b>D-n</b>											

1. List the deliverables with the breakdown for activities required to produce them. For phased assignments, indicate the activities separately for each phase.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.
4. The rows and columns are not fixed and can be increased or decreased based on the service provider discretion

**FORM TECH-5**  
**CURRICULUM VITAE (CV)**

<b>Position Title and No.</b>	{e.g., Team Leader}
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Country of Citizenship/Residence</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position.	Summary of activities performed relevant to the Assignment
	Contact information for references	

**Membership in Professional Associations and Publications:** .....

**Language Skills (indicate only languages in which you can work):**.....

**Adequacy for the assignment**

**Detailed Tasks Assigned on Service Provider's Team of Experts:**

{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)

**Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks**

**Expert's contact information: (e-mail ....., phone.....)**

**Certification:** I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

		{day/month/year}
Name of Expert	Signature	Date

		{day/month/year}
Name of the authorised representative of the service provider	Signature	Date

## **5. Financial Proposal - Standard Forms**

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

**FORM FIN-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To

Additional Principal Chief Conservator of Forest, CAMPA  
Department of Forest, Environment and Climate Change,  
Van Bhawan, Doranda, Ranchi -834002  
Jharkhand

Dear Sir/Madam

We, the undersigned, offer to provide the project management service services for “Monitoring and Evaluation of works undertaken under Compensatory Afforestation Fund Management and Planning Authority (CAMPA) in Jharkhand” in accordance with your Request for Proposals dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures} inclusive of GST, etc. Any escalation in the GST and other tax rates during the contract period will be borne by us.

Our Financial Proposal shall be binding upon us, up to expiration of the validity period of the Proposal, i.e. before the stipulated date.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

Name of Service Provider (Organisation's name):

In the capacity of:

Address:

Contact information (phone and e-mail):

## **FORM FIN-2 SUMMARY OF COSTS**

<b>Item</b>	<b>Amount (in Rs.)</b>
<b>1. Resource Cost</b>	
<b>2. Other Cost</b>	
<b>3. GST, etc.</b>	
<b>Total</b>	

Name and Title of Signatory:

Name of Service Provider (Organisation's name):

In the capacity of:

## **6. Conditions of Contract and Contract Forms**

### **CONTRACT FOR SERVICES**

**Project Name: Third Party Evaluation of works undertaken under Compensatory Afforestation Fund Management and Planning Authority (CAMPA) in Jharkhand**

**Contract No:**

**Between**

**Chief Conservator of Forest, Vigilance, Jharkhand  
Van Bhawan, Doranda, Ranchi, Jharkhand-834002**

**And**

**< Name and contact details of the service provider>**

**Dated:**

## **I. Form of Contract**

### **LUMP-SUM**

This CONTRACT (hereinafter called the “Contract”) is made the [number] day of the month of [month], [year], between, on the one hand, [name of Client or Recipient] (hereinafter called the “Client”) and, on the other hand, [Third Party Agency] (hereinafter called the “Service Provider”).

WHEREAS

- a) the Client has requested the Service Provider to provide certain project facilitating services as defined in this Contract (hereinafter called the “Services”);
- b) the Service Provider, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract
  - (b) The Special Conditions of Contract;
  - (c) Appendices:
  - (d) RFP

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Model Performance Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Special Conditions of Contract; the General Conditions of Contract, including Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:
  - (a) The Service Provider shall carry out the Services (as defined under Section 5: Terms of Reference of the RFP) in accordance with the provisions of the Contract; and
  - (b) The Client shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [Name of Client]

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[Authorized Representative of the Client – name, title and signature]

For and on behalf of [Name of Service Provider]

---

[Authorized Representative of the Service Provider – name and signature]

Witness 1

---

[Name, Organisation, Designation and signature]

Witness 2

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[Name, Organisation, Designation and signature]

## II. General Conditions of Contract

### A. GENERAL PROVISIONS

1	Definitions	<p>1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country and state, as they may be issued and in force from time to time.</p> <p>(b) "Client" means the implementing agency that signs the Contract for the Services with the Service Provider.</p> <p>(c) "Service Provider" means a legally established entity that may provide or provides the Services to the Client under the Contract.</p> <p>(d) "Contract" means a legally binding written agreement signed between the Client and the Service Provider and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC)).</p> <p>(e) "Day" means a calendar day.</p> <p>(f) "Effective Date" means the date on which this Contract comes into force and effect.</p> <p>(g) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Service Providers.</p> <p>(h) "GCC" means these General Conditions of Contract.</p> <p>(i) "Government" means the State Govt of Jharkhand</p> <p>(j) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Service Provider's proposal.</p> <p>(k) "Party" means the Client or the Service Provider, as the case may be, and "Parties" means both of them.</p> <p>(l) "Services" means the work to be performed by the Service Provider as detailed out in Terms of Reference of the RFP</p> <p>(m) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p>
2	Relationship between the Parties	<p>2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Service Provider. The Service Provider, subject to this Contract, has complete charge of the Experts performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>
3	Law Governing Contract	<p>3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.</p>
4	Language	<p>4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in English.</p>

5	Change in Address of Communications	5.1. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC
6	Location	6.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the state of Jharkhand or elsewhere, as the Client may approve.
7	Authority of Member in Charge	7.1. The Service provider should authorize a single point contact for all purpose and should propose the name along with contact details to the client.
8	Authorized Representatives	8.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the SCC.
9	Corrupt and Fraudulent Practices	9.1. The Client requires the Service Provider to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

## **B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

10	Effectiveness of Contract	10.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Service Provider instructing the Service Provider to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
11	Commencement of Services	11.1. The Service Provider shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
12	Expiration of Contract	12.1. Unless terminated earlier pursuant to Clause GCC 18 hereof, this Contract shall expire at the end of such time period after the completion of all deliverables by the service provider
13	Entire Agreement	13.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
14	Modifications or Variations	14.1. 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.
15	Force Majeure	<p>15.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies and accepted as such by the Department of Forest, Environment &amp; Climate Change, Government of Jharkhand whose decision will be final.</p>
	a. Definition	<p>15.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.</p>
		<p>15.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p> <p>15.4. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, relative obligation of the party affected by such majeure shall be treated as suspended during which majeure condition last.</p>
	b. No Breach of Contract	<p>15.4. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p>
	c. Measures to be Taken	<p>15.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p>
		<p>15.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p>
		<p>15.7. 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 Force Majeure.</p>
		15.8. During the period of their inability to perform the Services as

		<p>a result of an event of Force Majeure, the Service Provider, upon instructions by the Client, shall either:</p> <p>(a) demobilize, in which case the Service provider shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or</p> <p>(b) continue with the Services to the extent reasonably possible, in which case the Service Provider shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.</p>
		<p>15.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC.</p>
16	Suspension	<p>16.1. The Client may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure at the earliest and not later than thirty (30) calendar days after receipt by the Service Provider of such notice of suspension.</p>
17	Penalty	<p>17.1 In case the selected bidder is found in-breach of any condition of RFP/bid evaluation the EMD shall be forfeited/ invoked</p> <p>17.2 Defaulter would entail blacklisting of the bidding organization by the Department for at least 3 years</p>
18	Termination	<p>18.1. This Contract may be terminated by either Party as per provisions set up below:</p> <p>a. By the Client</p> <p>18.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days" written notice of termination to the Service Provider in case of the events referred to in (a) through (d); at least sixty (60) calendar days" written notice in case of the event referred to in (e); and at least five (5) calendar days" written notice in case of the event referred to in (e):</p> <p>(a) If the Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 16;</p> <p>(b) If the Service Provider becomes insolvent or bankrupt or enter into any agreements with its creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</p> <p>(c) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 44.1;</p> <p>(d) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</p> <p>(e) If the Client, in its sole discretion and for any reason whatsoever,</p>

		decides to terminate this Contract; (f) If the Service Provider fails to confirm availability of Key Experts as required in Clause GCC 11.
		18.1.2. Furthermore, if the Client determines that the Service Provider has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Service Provider, terminate the Service Provider's employment under the Contract.
	b. By the Service Provider	18.1.3. The Service Provider may terminate this Contract, by not less than thirty (30) calendar days" written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) of this Clause. (a) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days
	c. Cessation of Rights and Obligations	18.1.4. Upon termination of this Contract pursuant to Clauses GCC 18 hereof, or upon expiration of this Contract pursuant to Clause GCC 12, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 21, (iii) the Service Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 24, and (iv) any right which a Party may have under the Applicable Law.
	d. Cessation of Services	18.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 18a or GCC 18b, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Client, the Service Provider shall proceed as provided, respectively, by Clauses GCC 26.

### C. OBLIGATIONS OF THE SERVICE PROVIDER

19	General	
	a. Standard of Performance	19.1 The Service Provider shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
		19.2. The Service Provider shall employ and provide such qualified

		and experienced Experts as are required to carry out the Services.
	b. Law Applicable to Services	19.4. The Service Provider shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts, comply with the Applicable Law
		19.5. The Service Provider shall, respect local customs and traditions.
20	Conflict of Interests	20.1. The Service Provider shall hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
	a. Service Providers Not to Benefit from Commissions, Discounts, etc.	20.1.1 The payment of the Service Provider pursuant to GCC F (Clauses GCC 37 through 41) shall constitute the Service Provider only payment in connection with this Contract and, subject to Clause GCC 20.1.3, the Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Service Provider shall use its best efforts to ensure that any of the Experts shall not receive any such additional payment.
		20.1.2 Furthermore, as the Service Provider, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Service Provider shall comply with the Client's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Service Provider in the exercise of such procurement responsibility shall be for the account of the Client.
	b. Service Providers and Affiliates Not to Engage in Certain Activities	20.1.3 The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider, shall be disqualified from providing goods, works resulting from or directly related to the Service Provider's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
	c. Prohibition of Conflicting Activities	20.1.4 The Service Provider shall not engage and shall cause its Experts to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
	d. Strict Duty to Disclose Conflicting Activities	20.1.5 The Service Provider has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Service Provider or the termination of its Contract.
21	Confidentiality	21.1 Except with the prior written consent of the Client, the Service Provider and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Service Provider and the Experts make

		public the recommendations formulated in the course of, or as a result of, the Services
22	Liability of the Service Provider	22.1 Subject to additional provisions, if any, set forth in the SCC, the Service Provider's liability under this Contract shall be provided by the Applicable Law.
23	Insurance to be Taken out by the Service Provider	23.1 The Service Provider shall take out and maintain, at its own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC,
24	Accounting, Inspection and Auditing	24.1 The Service Provider shall keep and shall make all reasonable efforts to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs. The Service Provider will also assist in the audit work by CAG team.
25	Reporting Obligations	25.1 The Service Provider shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix
26	Proprietary Rights of the Client in Reports and Records	26.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Service Provider for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.

#### **D. SERVICE PROVIDER'S EXPERTS**

28	Description of Key Experts	28.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Service Provider's Key Experts are described in the RFP.
29	Replacement of Key Experts	29.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts
30	Removal of Experts	30.1 If the Client finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Service Provider's Expert have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Service Provider shall, at the Client's written request, provide a replacement.
		30.2 In the event that any of Key Experts, Non-Key Experts is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Service Provider to provide a replacement.
		30.3 Any replacement of the removed Experts shall possess better qualifications and experience and shall be acceptable to the Client.
		30.4 The Service Provider shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts

### **E. OBLIGATIONS OF THE CLIENT**

31	Assistance and Exemptions	31.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to assist the Service Provider such other documents as shall be necessary to enable the Service Provider to perform the Services
33	Change in the Applicable Law Related to Taxes and Duties	33.1 If, after the date of this Contract, there is any change in the applicable law with respect to taxes and duties which increases or decreases the cost incurred by the Service Provider in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract won't be increased or decreased and the Contract price amount specified will remain fixed
34	Services, Facilities and Property of the Client	34.1 The Client shall make available to the Service Provider and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A
36	Payment Obligation	36.1 In consideration of the Services performed by the Service Provider under this Contract, the Client shall make such payments to the Service Provider for the deliverables specified and in such manner as provided by below.

### **F. PAYMENTS TO THE SERVICE PROVIDER**

37	Contract Price	37.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.
38	Taxes and Duties	38.1 The Service Provider will responsible for meeting any and all tax liabilities arising out of the Contract.
39	Currency of Payment	39.1 Any payment under this Contract shall be made in Indian Rupees.
40	Mode of Billing and Payment	40.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 37.1.
		<p>40.2 The payments under this Contract shall be made in lump-sum instalments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC. Without prejudice to the obligation of the bidders under law, any income tax which Department of Forest, Environment &amp; Climate Change, Government of Jharkhand may be required to deduct by law/statute, shall be deducted at source and shall be paid to the income tax authorities on account of the bidders. Department of Forest Environment &amp; Climate Change, Government of Jharkhand shall provide certificate to the agency for such deduction of tax.</p> <p>40.2.1 The Lump-Sum Instalment Payments: The Client shall pay the Service Provider within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum instalment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory</p>

		<p>in which case the Client shall provide comments to the Service Provider within the same sixty (60) days period. The Service Provider shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>40.2.2 The Final Payment: The final payment under this Clause shall be made only after the final report have been submitted by the Service Provider and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum instalment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Service Provider specifying in detail deficiencies in the Services, the final report. The Service Provider shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>40.2.3 All payments under this Contract shall be made to the accounts of the Service Provider specified in the SCC.</p> <p>40.2.4 With the exception of the final payment under 41.2.2 above, payments do not constitute acceptance of the whole Services nor relieve the Service Provider of any obligations hereunder</p>
41	Interest on Delayed Payments	41.1 No interest on delay of payment will be made to the Service Provider

#### **G. FAIRNESS AND GOOD FAITH**

42	Good Faith	42.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
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#### **H. SETTLEMENT OF DISPUTES**

43	Amicable Settlement	43.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.
		43.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party the dispute resolution mechanism will be applicable
44	Dispute Resolution	44.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC

### III. Special Conditions of Contract

#### The Payment Schedule

Sl.	Deliverable	Timeline	Payment schedule
1	Inception report	1 month from the issue of contract	15%
2	Quarterly Progress report (1st quarter)	3 months from the issue of contract	5%
3	Biannual Progress report	6 months from the issue of contract	5%
4	Quarterly Progress report (3rd quarter)	9 months from the issue of contract	5%
4	Draft Report	11 months from the issue of contract	50%
5	Final Report	12 months from the issue of contract	20%
	<b>Total</b>		<b>100%</b>

In addition to the above deliverables, the consultant/agencies need to submit the following:

1. The inception report covering brief methodology, team structure and tools/schedules/questionnaire should be prepared after thorough assessment of the ground conditions through preliminary visit of the jointly identified forest site of at least 3 Forest Regions of Jharkhand. The inception report needs to be presented before the Forest Department for finalizing the methodologies and tools. The inception report shall be presented by the team leader before the committee needs to be accompanied by the key experts proposed for the study.
2. Submit 2 hard copy and soft copy of the draft report along with presentation of the draft report by the team leader.
3. Submit 5 hard copy of the final report.
4. Signed copy of the questionnaire/tools/schedules.
5. GPS Co-ordinate enabled photograph of the sites where filed visits has been undertaken by the team.
6. The payments are subjected to the acceptance of the reports and performance of the experts and the agency at every stage of the project.

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## 7. Annexure- 1- Physical achievement under CAMPA between 2016-17 to 2018-19

(Based on Quarterly Progress Report submitted by Implementing Agencies)

Sl. No.	Name of Scheme	Item of Work	Unit	FY 2016-17	FY 2017-18	FY 2018-19
1	2	3	4	11	12	13
1.1	<b>Compensatory Afforestation (CA)</b>					
1.1.1	ANR/RDF/AR/SCA (Forest Land)	Completion	ha.	3028.597	4501.320	1521.080
1.1.2	Block Plantation (Non-Forest Land)	Completion	ha.	183.868	80.232	209.030
1.1.3	Linear Plantation (km)	Completion	km.	184.780	27.500	11.677
1.1.4	Linear Plantation (gab)	Completion	no.	31254	175720	500
1.1.5	Soil Conservation (Condition compliance)		ha.			
1.1.6	Wildlife Management (Condition compliance)					
1.1.7	Fire protection (Condition compliance)		ha.			
1.1.8	Const. of Check dam (Condition compliance)		no.			10
1.1.9	Compensatory Building construction		no.			
1.2	<b>Non-CA (Net Present Value) Works</b>					
1.2.1	Block Plantation	Completion	ha.	6624.000	3491.000	
1.2.2	Natural Regeneration, Silviculture operation & SMC works	1st Yr work	ha.		2199.000	10401.000
2	<b>Wildlife Interventions</b>					
2.1	Water Holes		no.		4	
2.2	Watch tower		no.		80	
2.3	Elephant Proof Trench		km.			5.000
2.4	Creation of Rescue Centre		no.			1
2.5	Development of Wildlife Sanctuary	As per A.P.O.				
2.6	Anti-depredation Scheme	As per A.P.O.				
2.7	Const. of Causeway & Culvert		no.		92	5
2.8	Const. of Check dam		no.		84	31

Sl. No.	Name of Scheme	Item of Work	Unit	FY 2016-17	FY 2017-18	FY 2018-19
1	2	3	4	11	12	13
2.9	Maintenance of Watch tower-cum-Patrolling Chowki		no.			4
2.10	Special Repair of Forest Road		km.			0.600
2.11	Const. of Guard Wall		no.			1
3	<b>Infrastructure</b>					
3	Building for frontline staff	Repair	no.		687	495
		New Construction	no.		68	135
3.1	Other Building : Hazat, Barrack, Check Naka	Repair	no.		37	41
		New Const.	no.		-	10
3.2	Forest Boundary Pillar consolidation		no.	31682	29626	
3.3	Silviculture, Natural Regeneration & SMC works		ha.	700.000		
3.4	Water Harvesting Structure	New Construction	no.	1	0	272
3.5	Maintenance of Permanent Nursery	Yearly Maintenance	ha.	87.250	86.250	82.000
3.6	Development of Infrastructure in Permanent Nurseries		ha.	8		8
3.7	Raising of Tall plants in Permanent Nurseries		no.	385000		
3.8	Forest Road Repair	Normal Repair	km.	2827.350	3146.280	1676.860
		Special Repair	km.	16.250		
3.9	Construction of Causeway & Culvert		no.			54

**Note :** Above details are based on the information received from implementing agencies. Although efforts have been taken to include as much details as possible, the above list is not exhaustive.

## Financial Achievement under CAMPA from FY 2016-17 to 2018-19

**(Based on Quarterly Progress Report submitted by Implementing Agencies)**

Sl. No.	Name of Scheme	Item of Work	Unit	FY 2016-17	FY 2017-18	FY 2018-19
1	2	3	4	11	12	13
1.1	<b>Compensatory Afforestation (CA) Works</b>					
1.1.1	ANR/RDF/AR/SCA (FL)	Completion work	ha.	537.278	907.386	406.195
1.1.2	Block Plantation (NFL)	Completion work	ha.	170.549	25.395	42.251
1.1.3	Linear Plantation (km)	Completion Work	km.	366.613	155.336	18.330
1.1.4	Linear Plantation (gab)	Completion work	no.	119.807	14.660	242.735
1.1.5	Wildlife Management (Cond. compliance)			-	-	151.996
1.1.6	Fire protection (Cond. compliance)		ha.	-	-	3.040
1.1.7	Construction of Checkdam (Cond. compliance)		no.	-	-	60.000
1.1.8	Compensatory Building construction		no.	-	-	58.658
	<b>Sub-total</b>			<b>1194.247</b>	<b>1102.777</b>	<b>983.205</b>
1.2	<b>Non-CA (NPV) Works</b>					
1.2.1	Block Plantation	Completion work	ha.	1917.992	860.451	-
1.2.2	Natural Regeneration, Silviculture operation & SMC works	1st Yr work	ha.	-	796.427	3692.309
	<b>Sub-total</b>			<b>1917.992</b>	<b>1656.878</b>	<b>3692.309</b>
2	<b>Wildlife Interventions</b>					
2.1	Water Holes		no.	-	9.808	-
2.2	Watch towers		no.	-	432.000	-
2.3	Elephant Proof Trench		km.	-	-	34.170
2.4	Creation of Recue Centre		no.	-	-	250.236
2.5	Development of Wildlife Sanctuary	As per A.P.O.	no.	224.123	150.883	47.100
2.6	Anti-depredation Scheme	As per A.P.O.	no.	337.001	192.504	-
2.7	Const. of Causeway & Culvert		no.	-	471.973	55.000

Sl. No.	Name of Scheme	Item of Work	Unit	FY 2016-17	FY 2017-18	FY 2018-19
1	2	3	4	11	12	13
2.8	Const. of Check dam		no.	-	909.855	545.931
2.9	Maintenance of Watch towers-cum-Patrolling Chowki		no.	-	-	10.037
2.10	Special Repair of Forest Road		km.	-	-	21.240
2.11	Const. of Guard Wall		no.	-	-	43.800
<b>Sub-total</b>				<b>561.124</b>	<b>2167.023</b>	<b>1007.514</b>
3	<b>Infrastructure</b>					
3.1	Building for frontline staff	Repair	no.	29.100	324.554	398.538
		New Construction	no.	63.962	1205.367	5411.898
3.2	Other Building (P) specify - Hazat, Barrack, Check Naka	Repair	no.	-	24.838	22.599
		New Construction	no.	-	-	42.795
3.3	Forest Boundary Pillar consolidation		no.	1135.636	893.604	-
3.4	Silviculture, Natural Regeneration & SMC works		ha.	420.425	-	-
3.5	Water Harvesting Structure	New Construction	no.	248.701	-	1834.191
3.6	Maintenance of Permanent Nursery	Yearly Maintenance	ha.	656.361	632.237	614.287
3.7	Development of Infrastructure in Permanent Nurseries		ha.	32.656	-	59.286
3.8	Forest Road Repair	Normal Repair	km.	393.600	398.899	294.608
		Special Repair	km.	349.203	-	-
3.9	Construction of Causeway & Culvert		no.	-	-	583.232
<b>Sub-total</b>				<b>3329.644</b>	<b>3479.499</b>	<b>9261.434</b>
<b>Grand Total :-</b>				<b>7003.007</b>	<b>8406.177</b>	<b>14944.46</b>

**Note :** Above details are based on the information received from implementing agencies. Although efforts have been taken to include as much details as possible, the above list is not exhaustive.

## 8. Annexure - 2: List of Forest Divisions, Forest Circles and Forest Regions

Sl. No.	Forest Region	Forest Circle	Forest Division
1	Bokaro	Bokaro	Bokaro
2			Dhanbad
3			Ramgarh
4		Giridih	Giridih (East)
5			Giridih (West)
6	Dumka	Dumka	Dumka
7			Godda
8			Pakur
9			Sahibganj
10		Deoghar	Deoghar
11			Jamtara
12	Hazaribag	Hazaribag	Hazaribag (East)
13			Hazaribag (West)
14			Koderma
15		Chatra	Chatra (North)
16			Chatra (South)
17	Jamshedpur	Jamshedpur	Jamshedpur
18			Saraikela
19		Chaibasa	Chaibasa
20			Kolhan
21			Porahat
22			Saranda
23	Ranchi	Ranchi	Ranchi
24			Khunti
25		Gumla	Gumla
26			Lohardaga
27			Simdega
28	Palamau	Medininagar	Medininagar
29			Latehar
30		Garhwa	Garhwa (North)
31			Garhwa (South)
32	Chief Conservator of Forest, Wildlife, Ranchi		Elephant Project, Jamshedpur
33			Hazaribag Wildlife
34			Ranchi Wildlife
35	Field Director, Palamau Tiger Reserve, Daltonganj		Palamau Tiger Reserve, North Division

36			Palamu Tiger Reserve, South Division
37	Additional PCCF, Extension Forestry, Dumka		Deoghar Social Forestry
38			Dumka Social Forestry
39	Additional PCCF, Extension Forestry, Hazaribagh		Garhwa Social Forestry
40			Hazaribag Social Forestry
41			Latehar Social Forestry
42			Koderma Social Forestry
43			Adityapur Social Forestry
44	Additional PCCF, Extension Forestry, Ranchi		Chaibasa Social Forestry
45			Ranchi Social Forestry
46			Simdega Social Forestry
47			Working Plan, Bokaro
48			Working Plan, Deoghar
49	Additional PCCF, Working Plan		Working Plan, Hazaribag
50			Working Plan, Jamshedpur
51			Working Plan, Medininagar
52			Working Plan, Ranchi
53			Plantation, Research & Evaluation Circle
54			State Silviculturist
55	PCCF, Research and Training		Hazaribag Training School
56			Mahilong Training School
57			Publicity & Extension, Ranchi
58	CCF, Vigilance		Social Forestry, Planning, Monitoring & Evaluation, Ranchi
59	CCF, World Food Programme		World Food Programme, Dumka