

REQUEST FOR PROPOSALS

FOR

SELECTION OF PROJECT MANAGEMENT UNIT

RFP No. : 02/2019

Project: National Adaptation Fund on Climate Change (NAFCC)

Title of the assignment: Selection of Project Management Unit for implementation of NAFCC project "Enhancing Climate Resilience of Forests and its Dependent Communities in Two Landscapes of Jharkhand"

Forests, Environment and Climate Change Department,
Van Bhawan, Doranda, Ranchi, Jharkhand-834002
email-ID: apccf-campa@gov.in

Section 1: Letter of Invitation

Dear Sir/Madam

A climate adaptation project titled "**Enhancing Climate Resilience of Forests and its Dependent Communities in Two Landscapes of Jharkhand**" has been sanctioned with a total budget outlay of Rs 24,73,20,000/- (Rupees Twenty-four crore seventy-three lakhs and twenty thousand only) under **National Adaptation Fund for Climate Change (NAFCC)** vide Ministry of Environment, Forest & Climate Change, Govt. of India sanction order no: F.No.16/15/2016-CC dated 30th March 2018, with **Department of Forest, Environment and Climate Change, Government of Jharkhand as the Executive Entity**. The executive entity (hereinafter to be referred as client) intends to apply a portion of this sanctioned grant to eligible payments under this contract for which this Request for Proposal (hereinafter to be referred as RFP) is issued.

The client now invites proposals for engagement of **Project Management Unit** for supporting and facilitating the implementation of NAFCC project (**hereinafter to be referred as Service Provider**). 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 Terms of Reference.

The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Service Providers and Data Sheet
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 –Terms of Reference
- Section 6 – Standard Forms of Contract (Lump-Sum)
- Section 7- Conditions of Contract and Contract Forms

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

Details on the proposal's submission date, time and address are provided under Section 2: 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.

Request for Proposals for Engagement of Project Management Unit

A firm will be selected under Least Cost Selection Process. 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 or decrease) 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 or Purchase Order, nor be responsible for any costs associated with a Service Providers 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 Department
Van Bhawan, Doranda,
Ranchi-834002
Jharkhand

Section 2: 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 project Executive 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, 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" (this Section 5 of the RFP) 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 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.
- 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.

B. Preparation of Proposal

- 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. This does not, however, preclude the Service Provider staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances

- justify
- 8 Proposal Validity 8.1 The period of the validity of the proposal will be in accordance to clause 6 of the Datasheet
- 9 Amendment of RFP 9.1. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means.
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
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
- 10 Technical Proposal Format and Content 10.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 11 Financial Proposal Taxes 11.1 The Financial Proposal shall be prepared using the Standard Forms provided in the RFP.
11.2 The Service Provider will be responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise.

C. Submission, Opening and Evaluation

- 12 Submission, Sealing, and Marking of Proposals 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.
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.
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.
12.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
12.5 The original and all the copy of the Technical Proposal shall be

placed inside a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment] ", reference number, name and address of the Service Provider.

12.6 Similarly, the original 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.

12.7 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.

12.8 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.

12.9 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.

13 Confidentiality 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.

13.2 Any attempt by the Service Provider or anyone on behalf of the Service Provider to influence improperly the Client in the evaluation of the Proposals or award of Contract may result in the rejection of its Proposal.

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.

14 Opening of Technical Proposals 14.1 The Client's evaluation 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 15.1 The Client's evaluation committee shall evaluate the Technical

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|---------------------|--------------------------------|---|
| Technical Proposals | | 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 | <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 evaluation 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 (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Service Provider's choice.</p> <p>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 | Least Cost Selection Process | 18.1 Financial bid of only the technically qualified bidder will be opened. The L-1 (lowest) offer out of the responsive offers would be selected on price criteria alone, subject to the reasonability of the cost. The offered least price which is selected will be valid for entire contract period. |

D. Datasheet

A. General	
1	<p>Project: Project under National Adaptation Fund on Climate Change on "Enhancing Climate Resilience of Forests and its Dependent Communities in Two Landscapes of Jharkhand" sanctioned vide Ministry of Environment, Forest & Climate Change, Govt of India letter no: F.No.16/15/2016-CC dated 30th March 2018</p> <p>Project National Implementing Entity: NABARD</p> <p>Project Executing Entity: Department of Forest, Environment and Climate Change, Govt. of Jharkhand, Ranchi</p> <p>Total value of the sanction: Rs 24, 73,20,000/-</p> <p>Period of engagement – 4 years/48 months from the date of commencement of service.</p> <p>Tentative value of the contract: Rs 50.00 Lakhs</p>
2	Financial Proposal to be submitted together with Technical Proposal: Yes
B. Preparation of Proposal	
3	<p>This RFP has been issued in the English language. The RFP can be downloaded from the website: www.forest.jharkhand.gov.in. 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>
4	<p>The proposal shall comprise of the following:</p> <p>1st inner envelope with technical proposal</p> <p>(1) Power of attorney to sign the proposal</p> <p>(2) TECH-1, TECH-2, TECH-3, TECH-4, TECH-5 and TECH-6</p>

	<p>(3) Reference documents duly signed and stamped</p> <p>AND</p> <p>2nd inner envelope with financial proposal</p> <p>(1) FIN-1 and FIN-2</p> <p>Completeness of bid offer</p> <p>The bidder is expected to examine all instructions, forms, terms & 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>
5	Proposals must remain valid for 90 calendar days after the proposal submission deadline.
6	<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>
C. Submission, Opening and Evaluation	
7	<p>Earnest Money Deposit (EMD)</p> <p>The service provider must furnish, as a part of the technical proposal, an Earnest Money Deposit (EMD) amounting to Rs 1,00,000/- (Rupee one lakh) in form of DD from any scheduled commercial bank drawn in favour of Additional PCCF, CAMPA, Jharkhand (Climate Change) payable at Ranchi. The EMD of unsuccessful bidder shall be refunded after finalisation 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 be forfeited on account of the following reasons:</p> <ol style="list-style-type: none"> Bidder withdraws its proposal during bid validity period 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. Finally, selected bidder disagrees to sign the contract and commence the work within the stipulated timeline. If the selected bidder fails to submit the performance bank guarantee.

8	<p>The Service Provider must submit:</p> <p>(a) Technical Proposal: The Bidder shall submit one original set of Technical Proposal (together with originals/ copies of Documents required to be submitted in pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Bidder shall submit 1 (one) copy of Technical Proposal, along with Documents, marked "Copy". In the event of any discrepancy between the original and its copies, the original shall prevail.</p> <p>(b) Financial Proposal: one (1) original</p> <p>In case the financial proposal is not submitted separately or is not properly sealed (as observed during the opening of proposal in accordance to clause 13 of the datasheet below) the proposal is liable to rejection</p> <p>Following documents to be submitted along with technical proposal</p> <ol style="list-style-type: none"> Earnest Money Deposit Copy of certificate of Incorporation/Registration Copy of PAN, GSTIN, TAN Copy of IT return for last Financial years to establish that annual turnover Power of attorney/letter of authorisation from the firm in favour of the person signing the bid on behalf of the service provider RFP Acceptance Letter – Declaration that the bidder has accepted all the conditions stipulated under the RFP including the contract document. Copy of contract/completion certificate of the assignments duly signed and stamped, which are proposed to justify the eligibility of the service provider Undertaking in the official letterhead duly signed by the authorised representative for not having been blacklisted by any Central/State Government/Any autonomous bodies/International and National Organisation in last five years. <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 "Request for Proposal" for "Enhancing Climate Resilience of Forests and its Dependent Communities in Two Landscapes of Jharkhand". Electronic submission of proposal is not allowed.</p> <p>Ambiguous bids will be out rightly 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>
9	<p>Proposal Submission Deadline:</p> <p>The Proposals must be submitted no later than: Date: 25th February, 2019 Time: 15.00 hrs</p> <p>Any proposal received beyond the aforesaid deadline (date and time) will be rejected.</p> <p>Date and time of opening of Technical Proposal: 25th February, 2019 Time: 16.00 hrs</p>

10	The Proposal submission address is: Additional Principal Chief Conservator of Forest CAMPA, Jharkhand Van Bhawan, Doranda, Ranchi, Jharkhand-834002							
11	Criteria for essential/minimum eligibility a) The organisation should have been in business for more than 5 years b) The organisation should have an annual turnover of over of Rs 10.00 Lakhs c) The organisation should have experience of working in the domain of Agriculture and/or NRM and Climate Change Organisation failing to meet the criteria of essential eligibility will be disqualified							
12	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:							
	<table><tr><th>Criteria</th><th>Marks</th></tr><tr><td>Specific experience of the Service Provider (as a firm) relevant to the Assignment: Break-up of points as per sub-criteria given below: a) Years of experience - 5 Experience of the firm >5 but < 7 years -2 Experience of the firm >7 but < 10 years -4 Experience of the firm >10 years -5 d) Experience of working in Jharkhand and at landscape -5 c) Experience of working in climate change related project – 5 Number of project >1 but < 3 years - 2 Experience of the firm >3 but < 5 years -4 Experience of the firm >5 years -5 d) Experience of working in agriculture and NRM project – 5 Number of project >1 but < 3 years - 2 Experience of the firm >3 but < 5 years -4 Experience of the firm >5 years -5</td><td>20</td></tr><tr><td>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): Break-up of points as per sub-criteria given below: a) Technical Approach and Methodology - 15 b) Work Plan - 10 c) Organization and Staffing - 05 {Notes to Service Provider: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts</td><td>30</td></tr></table>	Criteria	Marks	Specific experience of the Service Provider (as a firm) relevant to the Assignment: Break-up of points as per sub-criteria given below: a) Years of experience - 5 Experience of the firm >5 but < 7 years -2 Experience of the firm >7 but < 10 years -4 Experience of the firm >10 years -5 d) Experience of working in Jharkhand and at landscape -5 c) Experience of working in climate change related project – 5 Number of project >1 but < 3 years - 2 Experience of the firm >3 but < 5 years -4 Experience of the firm >5 years -5 d) Experience of working in agriculture and NRM project – 5 Number of project >1 but < 3 years - 2 Experience of the firm >3 but < 5 years -4 Experience of the firm >5 years -5	20	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): Break-up of points as per sub-criteria given below: a) Technical Approach and Methodology - 15 b) Work Plan - 10 c) Organization and Staffing - 05 {Notes to Service Provider: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts	30	
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	Key Experts' qualifications and competence for the Assignment	30								
	<table><tr><th>Expert</th><th>Marks</th></tr><tr><td>a) Team Leader – Part time Education – Graduate/Post graduate in Agriculture / NRM/ Forestry/ Climate Change/ Economics/ General Management Experience: More than 10 years Specific Work Experience – in the domain of climate change adaptation, community mobilisation, M&V, agriculture, forestry and M&V</td><td>10</td></tr><tr><td>b) NRM specialist – Full time (one number) Education – Graduate/Post graduate in Agriculture / NRM/ Forestry/ Climate Change/ Economics/ General Management Experience: More than 5 years Specific Work Experience – in the domain of climate change adaptation, community mobilisation, M&V, agriculture, forestry and M&V</td><td>10</td></tr><tr><td>c) Finance, administrative and MIS specialist Education – Graduate/Post graduate in Commerce /Finance / Economics etc Experience: More than 3 years Specific Work Experience – in the domain of accounts, financial management, MS office (Microsoft word, excel and access) and MIS</td><td>10</td></tr></table> <p>All the proposed expert should be proficient in speaking and writing in Hindi.</p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following two sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education, training, and experience): 20 %</p> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) 80%</p> <p>Total weight: 100%</p>	Expert	Marks	a) Team Leader – Part time Education – Graduate/Post graduate in Agriculture / NRM/ Forestry/ Climate Change/ Economics/ General Management Experience: More than 10 years Specific Work Experience – in the domain of climate change adaptation, community mobilisation, M&V, agriculture, forestry and M&V	10	b) NRM specialist – Full time (one number) Education – Graduate/Post graduate in Agriculture / NRM/ Forestry/ Climate Change/ Economics/ General Management Experience: More than 5 years Specific Work Experience – in the domain of climate change adaptation, community mobilisation, M&V, agriculture, forestry and M&V	10	c) Finance, administrative and MIS specialist Education – Graduate/Post graduate in Commerce /Finance / Economics etc Experience: More than 3 years Specific Work Experience – in the domain of accounts, financial management, MS office (Microsoft word, excel and access) and MIS	10	
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	Presentation on technical proposal by Team Leader Note: Date and time for technical presentation on the proposal will be intimated to the service provider by the client prior to one week before the scheduled date of presentation.	20								

	Total Marks	100
	<p>Note: Documents regarding fulfilment of aforementioned criteria must be submitted in support of the claim.</p> <p>The minimum technical score (St) required to qualify is: 60 Marks</p>	
13	The financial proposal should be inclusive of direct and indirect tax levied on the contract's invoices	
14	<p>Least Cost Selection Process</p> <p>The financial bid of only the technically qualified bidder will be opened. The L-1 offer out of the responsive offers would be selected on price criteria alone, subject to the reasonability of the cost. The offered least price which is selected will be valid for entire period of the contract. In the case where L-1 backs out or not willing to execute work/ debarred, the department reserves the right to negotiate with L-2 for execution of work at L-1 rate.</p>	
	D. Performance Guarantee	
15	<p>Performance Bank Guarantee</p> <p>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.</p> <p>Model Performance Guarantee Form is provided as Appendix D of the Contract document</p>	
16	<p>Non-Transfer of Bid</p> <p>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.</p>	
17	<p>Corrupt and Fraudulent Practices</p> <p>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.</p> <p>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 Forest Department RFPs in future for a period of three years.</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.
18	<p>Letter of Award and Contract Agreement</p> <p>The Client will issue a Letter of Award (LoA) to the successful bidder in duplicate mentioning in brief rates, terms & 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>

Annex 1

Section 3: 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 “Enhancing Climate Resilience of Forests and its Dependent Communities in Two Landscapes of 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 organisation in line with the criteria of essential eligibility outlined under clause 12 of the Datasheet.

Criteria of Essential Eligibility	Justification of experience substantiate eligibility	Documents submitted to substantiate the claim

B. Service Provider's Organisation

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

Request for Proposals for Engagement of Project Management Unit

	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 RESPONDING 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**

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

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**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

No.	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)					Total time-input (in Months)		
		Position	D-1	D-2	..	D	Home	Field	Total
Key Expert									
1			[Home]						
			[Field]						
n			[Home]						
			[Field]						
Non-Key Expert									
1			[Home]						
			[Field]						
n			[Home]						
			[Field]						

1. For Key Experts, the input should be indicated individually for the same positions
2. Months are counted from the start of the assignment/mobilization.
3. "Home" means work in the service providers office. "Field" work means work carried out in the field at respective landscape.
4. The rows and columns are not fixed and can be increased or decreased based on the service provider discretion

FORM TECH-6**CURRICULUM VITAE (CV)**

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

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. Contact information for references	Country	Summary of activities performed relevant to the Assignment

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:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

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
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Section 4. 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 "Enhancing Climate Resilience of Forests and its Dependent Communities in Two Landscapes of 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 date indicated in Clause 6 of the Data Sheet.

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

Item	Cost (in Rs)
Cost of the Financial Proposal	
(1) Resource Cost	
(2) Other Cost	
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}	
GST, etc.	
Total	

Section 5. Terms of Reference

Terms of References

Selection of Project Management Unit for implementation of NAFCC project "Enhancing Climate Resilience of Forests and its Dependent Communities in Two Landscapes of Jharkhand"

(A)Background

The livelihoods of the agrarian communities of Jharkhand, which are dependent mainly on agriculture and natural resources, have been adversely affected because of the changes in the climatic condition in the state. In this context, Department of Forest, Environment and Climate Change has developed an adaptation project under National Adaptation Fund for Climate Change (NAFCC). The project has been conceptualised to address the vulnerabilities of livelihoods due to changes in climatic condition, improve coping mechanism and practices including promotion of indigenous methods adopted by the communities for dealing with the adverse consequences of the changing climate. The project has been sanctioned under NAFCC with a total budgetary outlay of Rs. 24.732 crore.

The project is designed to be implemented across 48 villages of Patratu Block of Ramgarh district and Narayanpur Block of Jamtara district. The selection of landscape was based on the state vulnerability analysis carried out by UNDP during 2014.

Landscape Details

	Narayanpur Landscape	Patratu Landscape
District	Jamtara	Ramgarh
Block	Narayanpur	Patratu
Village	Barowa, Lakhanpur, Matuadi, Kenduatanr, Palta, Daldala, Ghortari Thekbahiar, Madhuban, Phutaha, Bhagabandh, Goditanr, Mahuadabar, Bhaiyadi, Ledhariya, Kumargariya, Rautdih, Paharpur, Birsinghpur, Ratanpur, JoBriasdhaurnitanr, Narayanpur, Mahtodi, Chitarpur, Naudihani, Raghunathpur, Purnighati, Marichbad and Purna Nagar	Tokisud, Talapur, Talatanr, Solea, Palu, Hariharpur, Bartua, Palani, Batuka, Haphua, Koto, Osam, Terpa, Lem, Kirigara, Ukrid, Kurbij, Ichapiri, Rocha, Bicha, Dparidih and Sahitanr

Project Objectives

- ✓ To enhance capacities and providing support services for facilitating Adaptation
- ✓ To improve forest micro-climate through Soil and moisture conservation (SMC) & Water Harvesting (WH)
- ✓ To enhance gender sensitive and climate resilient livelihood systems
- ✓ To bring about small wood use-efficiency and alternative material use
- ✓ To bring about Energy use-efficiency and Alternative Energy use

Gaps to be addressed through the project

- **Capacity building**
 - Available skill sets (Community based cadres)
 - Measuring indicators for development
 - Behavioral changes for adoption to adaptation
- **Facility or Infrastructure**
 - Infrastructures for irrigation
 - Initiating social safety nets like Grain Golas
 - Energy efficient systems
- **Income gaps**
 - Low carbon farming practices
 - Integrated farming systems (Land and water based)
 - Tree based and animal husbandry based livelihood systems
- **Action research (Proposed but not accepted expected from PFA)**
 - Data collection on all proposed practices

Proposed outcome from the project

For detailed of the project related output the bidding agency/service provider might refer to the NAFCC DPR available at MOEF&CC web-portal.

(B) Objectives of the assignment

The objective of the assignment is to support the service provider in execution of the project deliverables.

(C) Proposed Structure of Engagement of Service Provider

The service provider should have a core team two members/experts to be stationed at Department of Forest, Environment and Climate Change, Ranchi and headed by the team leader. The team leader (part time) will be responsible for overall coordination and management, developing/preparation of reports, quality check and quality assurance of the implementation, manage the function of monitoring and evaluation.

(D) Scope of Work

The Scope of work under this assignment are divided activity wise. Each activity is thereafter divided on landscape basis.

D.1. Activity 1: Planning implementation, establishing baseline, monitoring of the implementation activities undertaken at the landscape level and updating of MIS

1. The team leader under the supervision of the client and in consultation with the project facilitating agency prepare detailed implementation schedule (preferably Gnat chart/Microsoft Access) for the entire project.
2. In consultation with the DFOs of respective landscape identify the site/location for implementation of physical infrastructure and collection of baseline photograph and satellite image of the location(baseline). This (photograph and GIC images) will help in establishing the baseline situation and post implementation scenario.
3. Develop and finalise necessary format for collection of information regarding baseline, monitoring, physical and financial reporting in consultation with DFOs of respective landscape, nodal officer NAFCC project, project facilitating agency and NABARD. Based on the finalised format the team leader will be responsible for capacity building of respective DOFs and project facilitating agency for collection and maintaining of dataset.
4. Based on the landscape wise baseline report obtained from the project facilitating agency, the PMU will be responsible of development of the consolidated baseline report
5. Based on the landscape wise progress report (monthly, quarterly, annually and completion report) obtained from the project facilitating agency, the PMU will be responsible of development of consolidated periodic reports (monthly, quarterly, annually and completion report)
6. Based on the baseline data collected by the project facilitating agency, the PMU will be responsible for preparation of the detailed baseline report to be submitted to NABARD.
7. The PMU will be responsible for monitoring the field level implementation through of-site coordination with members of project facilitating agency as against the physical and financial target set under the implementation plan. Such report will be prepared on a weekly basis and submitted to the forest department.
8. The PMU will be responsible for preparation of monthly and quarterly report based on the weekly report. The report is to be presented before the project steering and review committee at-least once in a quarter.
9. The team leader will be responsible for visiting both the landscape once in a month/quarter to take a stock of the physical implementation. The objective of the site

visit is to quality check and assure the quality of implementation. The team leader will be responsible for collection of physical photograph and GIS image of the infrastructure created, to help in post implementation monitoring and reporting to NABARD. (All photograph should be geo tagged)

10. The financial expert will be responsible for visiting the landscape once in a quarter to take the stock of actual expenditure, assess field level expenditure MIS and develop the utilisation certificate to be submitted to NABARD on a half yearly basis
11. The financial expert should also be responsible for maintaining the MIS of physical achievement, financial expenditure, list of beneficiaries benefited through the project and the benefits transferred.

D.2. Activity 2: Supporting Nodal officer of the Project Executing Entity in delivering of the duties outlined under NAFCC project not limited to scopes outlined below

1. Assist nodal officer in preparation of reports, presentation and any other documents as deemed necessary for the project review committee and SLSCC meeting to convened as part of the NAFCC project reporting.
2. Assist nodal officer in consolidation and finalisation of quarterly, six-monthly and annual reports to be submitted to NABARD (in line with the format shared by NABARD)
3. Assist nodal officer in preparation of periodic plan for application to NABARD for sanctioning of budget
4. Assist nodal officer in periodic reporting to NABARD and for all communication with NABARD and MoEF&CC as a part of the NAFCC project.
5. Will be responsible for preparing the EOI and RFP for micro purchase and sourcing of service. The technical specification of the purchase should however be obtained from respective DFOs and approved by the project review and steering committee.

D.3. Activity 3: Developing impact and outcome report for the project

1. The project management unit (PMU) will be responsible for developing the periodic impact and outcome report based on the data collected by the project facilitating agency. The PMU needs to submit five reports comprising of four annualised report and one consolidated report at the end of the project. The report needs to be prepared once in a year and should essentially encompass.
 - a. Project impact and outcome as against the indicator set out in the log frame
 - b. Project contribution in improving climate resilience and climate proofing
 - c. Project contribution in emission (GHG) avoidance
 - d. Project contribution in improving livelihood, addressing the concerns of food, water and nutrition security
 - e. Project contribution towards ecosystem restoration
2. The PMU will be responsible for creating interdepartmental convergence towards mainstreaming of the project activity in departmental planning

3. The PMU will be responsible for creating financial linkage towards mainstreaming of the activities undertaken as part of the project
4. The PMU will be responsible for developing IEC and BCC material based on the assessment of the impacts and outcomes of the project.
5. The PMU will be responsible for documenting the entire implementation exercise towards capacity building of the departmental staff in executing similar project
6. The PMU will be responsible for developing the lesson learned report (on an annual basis) covering the challenges faced in implementation of the project and strategies adopted in successful implementation of similar interventions.

Section 6. Conditions of Contract and Contract Forms

CONTRACT FOR SERVICES

Lump-Sum

Project Name: Selection of Project Management Unit for Enhancing Climate Resilience of Forests and its Dependent Communities in Two Landscapes of Jharkhand

Contract No:

Between

**Additional Principal Chief Conservator of Forest, CAMPA
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, [name of Project Facilitating 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;
- c) the Client has received grant under National Adaptation Fund on Climate Change and intends to apply a portion of the proceeds of this credit to eligible payments under 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: Form for 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]

[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

[Name, Organisation, Designation and signature]

II. General Conditions of Contract

A. GENERAL PROVISIONS

- 1 Definitions 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
 - (a) "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.
 - (b) "Client" means the implementing agency that signs the Contract for the Services with the Service Provider.
 - (c) "Service Provider" means a legally-established entity that may provide or provides the Services to the Client under the Contract.
 - (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), and the Appendices).
 - (e) "Day" means a calendar day.
 - (f) "Effective Date" means the date on which this Contract comes into force and effect
 - (g) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Service Providers.
 - (h) "GCC" means these General Conditions of Contract.
 - (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) "Party" means the Client or the Service Provider, as the case may be, and "Parties" means both of them.
 - (l) "Services" means the work to be performed by the Service Provider as detailed out in Section 5: Terms of Reference of the RFP
 - (m) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- 2 Relationship between the Parties 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.
- 3 Law Governing Contract 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

- | | | |
|---|-------------------------------------|--|
| 4 | Language | 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. |
| 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 authorise 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
- 14 Modifications or Variations bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
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
a. Definition 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 & Climate Change, Government of Jharkhand whose decision will be final.
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.
15.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
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.
- b. No Breach of Contract 15.5. 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.

c. Measures to
be Taken

15.6. 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.

15.7. 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.

15.8. 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.

15.9. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the Client, shall either:

(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

(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.

15.10. 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.

16 Suspension

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.

17 Penalty

17.1 In case the selected bidder is found in-breach of any

condition of RFP/bid evaluation the EMD shall be forfeited/ invoked
17.2 Defaulter would entail blacklisting of the bidding organization
by the Department for at least 3 years

- 18 Termination 18.1. This Contract may be terminated by either Party as per provisions set up below:
- a. By the Client 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):
- (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;
 - (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;
 - (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;
 - (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;
 - (e) If the Client, in its sole discretion and for any reason whatsoever, 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 22.1 Subject to additional provisions, if any, set forth in the SCC,

	Service Provider	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 Appendix B.
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	<p>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.</p> <p>30.2 In the event that any of Key Experts, Non-Key Experts is</p>

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 in Clause GCC 38.1 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 in Appendix A and in such manner as is provided by GCC F below. |

E. PAYMENTS TO THE SERVICE PROVIDER

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|----|-----------------------------|--|
| 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.
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 & 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 & Climate Change, Government of Jharkhand shall provide certificate to the agency for such deduction of tax.

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 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.

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.

40.2.3 All payments under this Contract shall be made to the accounts of the Service Provider specified in the SCC.

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

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|----|---------------------------------|----|---|
| 41 | Interest
Delayed
Payments | on | 41.1 No interest on delay of payment will be made to the Service Provider |
|----|---------------------------------|----|---|

F. FAIRNESS AND GOOD FAITH

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| 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

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|----|---------------------|--|
| 43 | Amicable Settlement | <p>43.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.</p> <p>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</p> |
| 44 | Dispute Resolution | <p>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</p> |

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract								
1.1(a) and 3.1	The Contract shall be construed in accordance with the law of India.								
4.1	The language is: English.								
7.1	[If the Service Provider consists only of one entity, state "N/A";								
8.1	The Authorized Representatives are: For the Client: For the Service Provider [name, title]								
11.1	Commencement of Services: The number of days shall be two weeks. Confirmation of Key Experts" availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.								
20.b	The Client reserves the right to determine on a case-by-case basis whether the Service Provider should be disqualified from providing goods, works or other services due to a conflict of a nature described in Clause GCC 21.1.3 Yes_____								
23.1	The insurance coverage against the risks shall be as follows: (a) employer's liability and workers" compensation insurance								
27.2	The service provider...								
38.1	The Contract price is: _____ [insert amount inclusive of GST and other taxes etc.].								
41.2	The Payment Schedule <table><tr><th>Sr. No</th><th>Deliverables</th><th>Payment Schedule</th></tr><tr><td>1</td><td>Delivery against 1st quarter of service a. Consolidated Baseline Report b. One (1) number of consolidated (consolidated report of both landscape) project wise quarterly progress</td><td>7.5%</td></tr></table>			Sr. No	Deliverables	Payment Schedule	1	Delivery against 1st quarter of service a. Consolidated Baseline Report b. One (1) number of consolidated (consolidated report of both landscape) project wise quarterly progress	7.5%
Sr. No	Deliverables	Payment Schedule							
1	Delivery against 1st quarter of service a. Consolidated Baseline Report b. One (1) number of consolidated (consolidated report of both landscape) project wise quarterly progress	7.5%							

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		and monitoring report c. Three (3) numbers of consolidated monthly MIS and progress report d. Other tasks as specified under the ToR		
	2	Delivery against 2nd quarter of service a. One (1) number of consolidated (consolidated report of both landscape) project wise quarterly progress and monitoring report b. Three (3) numbers of consolidated monthly MIS report c. One (1) number of consolidated six-monthly progress report d. Other tasks as specified under the ToR	7.5%	
	3	Delivery against 3rd quarter of service a. One (1) number of consolidated (consolidated report of both landscape) project wise quarterly progress and monitoring report b. Three (3) numbers of consolidated monthly MIS and progress report c. Other tasks as specified under the ToR	7.5%	
	4	Delivery against 4th quarter of service a. One (1) number of consolidated (consolidated report of both landscape) project wise quarterly progress and monitoring report b. Three (3) numbers of consolidated monthly MIS and progress report c. One (1) number of consolidated six-monthly progress report d. One (1) number of annual consolidated progress report e. Other tasks as specified under the ToR	7.5%	
	5	Delivery against 5th quarter of service a. One (1) number of consolidated (consolidated report of both landscape) project wise quarterly progress and monitoring report b. Three (3) numbers of consolidated monthly MIS and progress report c. Other tasks as specified under the ToR	5%	
	6	Delivery against 6th quarter of service a. One (1) number of consolidated (consolidated report of both landscape) project wise quarterly progress and monitoring report b. Three (3) numbers of consolidated monthly MIS report c. One (1) number of consolidated six-monthly progress report d. Other tasks as specified under the ToR	5%	
	7	Delivery against 7th quarter of service a. One (1) number of consolidated (consolidated report of both landscape) project wise quarterly progress	5%	

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		<ul style="list-style-type: none"> and monitoring report b. Three (3) numbers of consolidated monthly MIS and progress report c. Other tasks as specified under the ToR 		
	8	Delivery against 8th quarter of service <ul style="list-style-type: none"> a. One (1) number of consolidated (consolidated report of both landscape) project wise quarterly progress and monitoring report b. Three (3) numbers of consolidated monthly MIS and progress report c. One (1) number of consolidated six-monthly progress report d. One (1) number of annual consolidated progress report e. Other tasks as specified under the ToR 	5%	
	9	Delivery against 9th quarter of service <ul style="list-style-type: none"> a. One (1) number of consolidated (consolidated report of both landscape) project wise quarterly progress and monitoring report b. Three (3) numbers of consolidated monthly MIS and progress report c. Other tasks as specified under the ToR 	5%	
	10	Delivery against 10th quarter of service <ul style="list-style-type: none"> a. One (1) number of consolidated (consolidated report of both landscape) project wise quarterly progress and monitoring report b. Three (3) numbers of consolidated monthly MIS report c. One (1) number of consolidated six-monthly progress report d. Other tasks as specified under the ToR 	5%	
	11	Delivery against 11th quarter of service <ul style="list-style-type: none"> a. One (1) number of consolidated (consolidated report of both landscape) project wise quarterly progress and monitoring report b. Three (3) numbers of consolidated monthly MIS and progress report c. Other tasks as specified under the ToR 	5%	
	12	Delivery against 12th quarter of service <ul style="list-style-type: none"> a. One (1) number of consolidated (consolidated report of both landscape) project wise quarterly progress and monitoring report b. Three (3) numbers of consolidated monthly MIS and progress report c. One (1) number of consolidated six-monthly progress report d. One (1) number of annual consolidated progress report e. Other tasks as specified under the ToR 	5%	

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	13	Delivery against 13th quarter of service a. One (1) number of consolidated (consolidated report of both landscape) project wise quarterly progress and monitoring report b. Three (3) numbers of consolidated monthly MIS and progress report c. Other tasks as specified under the ToR	5%
	14	Delivery against 14th quarter of service a. One (1) number of consolidated (consolidated report of both landscape) project wise quarterly progress and monitoring report b. Three (3) numbers of consolidated monthly MIS report c. One (1) number of consolidated six-monthly progress report d. Other tasks as specified under the ToR	5%
	15	Delivery against 15th quarter of service a. One (1) number of consolidated (consolidated report of both landscape) project wise quarterly progress and monitoring report b. Three (3) numbers of consolidated monthly MIS and progress report c. Other tasks as specified under the ToR	5%
	16	Delivery against 16th quarter of service a. One (1) number of consolidated (consolidated report of both landscape) project wise quarterly progress and monitoring report b. Three (3) numbers of consolidated monthly MIS and progress report c. One (1) number of consolidated six-monthly progress report d. One (1) number of annual consolidated progress report e. Other tasks as specified under the ToR	5%
	17	Consolidated Project Closure Report	10%
	Total		100%
	<ol style="list-style-type: none"> 1. The payments are subject to the acceptance of the reports and performance of the experts and service provider organisation at every stage of the project 2. The service provider needs to submit 2 hard copies and soft copies of the report outlined against Deliverable 1-16 3. The service provider needs to submit 10 hard copies of the project closure report 		
40.2.4	The accounts are: [insert account details].		
44.1	Arbitration		

	<p>In case of dispute if any, it is expected that the same should be resolved at the joint meetings first at the level of nominated representatives from both sides, failing which at the level of Director and APCCF. However, if an agreeable solution does not emerge, the decision of PCCF shall be final.</p> <p>The Courts of Ranchi, Jharkhand shall have jurisdiction in all legal matters relating arising under this Agreement.</p>
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

- a. [This Appendix shall include the final Terms of Reference (TORs); dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Service Provider will be made;

APPENDIX B - KEY EXPERTS

- a. [Insert a table based on Form TECH-6 of the Service Provider's Technical Proposal. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

APPENDIX D - MODEL PERFORMANCE GUARANTEE

Bank Guarantee for Performance Guarantee

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Client]

Date: _____

PERFORMANCE GUARANTEE No.: _____

We have been informed that _____ [*name of Service Provider same as appears on the signed Contract*] (hereinafter called "the Service Provider") has entered into Contract No. _____ [*reference number of the contract*] dated _____ with you, for the provision of _____ [*brief description of Services*] (hereinafter called "the Contract").

We, the undersigned _____(bank), waiving all objections and defences under the aforementioned contract, hereby irrevocably and independently guarantee to pay on your first written demand an amount up to a total of Rs. (in words Rupees Only) against your written declaration that the Service Provider has failed to perform the aforementioned contract.

In the event of any claim under this guarantee, payment shall be effected to (*Bank A/C Name*), Ranchi account Noof, Branch,IFSC:..... for account ofThis guarantee shall remain valid for a period of four year from date of Issue & by which date we must have received any claims by letter or coded telecommunication. It is understood that you will return this guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.