

REQUEST FOR PROPOSALS

FOR

SELECTION OF PROJECT FACILITATING AGENCY

RFP No.: 01/2019

Project: National Adaptation Fund on Climate Change (NAFCC)

Title of the assignment: Selection of Project Facilitating Agency 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](mailto: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 30<sup>th</sup> 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 Facilitating Agency** 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.

The pre-bid meeting will be held on 15<sup>th</sup> February, 2019 at 11.00 hrs.

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.

A firm will be selected under Quality and Cost Based Selection (QCBS) procedures (lump-sum contract). No price variation due to escalation, inflation, fluctuation in exchange

rates, or any other market factors shall be accepted by client after it has received the Proposal. At the time of Award of Contract/Purchase Order and upto a period of six month from signing of contract, the client reserves the right to vary (increase 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  
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, Non-Key Experts, or any other personnel of the Service Providers.
  - (I) "Government" means the State Govt of Jharkhand
  - (j) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Service Provider's proposal.
  - (k) "Proposal" means the Technical Proposal and the Financial Proposal of the Service Provider.
  - (I) "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.

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| 3 | Conflict of Interest | <p>3.1 The Service Provider is required to provide professional, objective, and impartial advice, at all times holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.</p> <p>3.2 The Service Provider has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Service Provider or the termination of its Contract and/or sanctions by the Client.</p> |
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#### **B. Preparation of Proposal**

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| 4 | General Considerations          | <p>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.</p>   |
| 5 | Cost of Preparation of Proposal | <p>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.</p> |
| 6 | Language                        | <p>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</p>  |
| 7 | Only One Proposal               | <p>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</p>  |

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| 8  | Proposal<br>Validity                           | 8.1 The period of the validity of the proposal will be in accordance to clause 6 of the Datasheet   |
| 9  | Amendment<br>of RFP                            | <p>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.</p> <p>9.2. If the amendment is substantial, the Client may extend the proposal submission deadline to give the Service Provider reasonable time to take an amendment into account in their Proposals</p> <p>9.3 The Service Provider may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p> |
| 10 | Technical<br>Proposal<br>Format and<br>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<br>Proposal<br>Taxes                 | <p>11.1 The Financial Proposal shall be prepared using the Standard Forms provided in the RFP.</p> <p>11.2 The Service Provider will be responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise.</p>  |

**C. Submission, Opening and Evaluation**

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| 12 | Submission,<br>Sealing, and<br>Marking of<br>Proposals | <p>12.1 The Service Provider shall submit a signed and complete Proposal comprising the documents and forms as specified in the RFP. The submission can be done by registered post/speed post/courier service or by hand.</p> <p>12.2 An authorized representative of the Service Provider shall sign the original submission letters in the required format for both the Technical Proposal and, the Financial Proposals and shall initial all pages of both.</p> <p>12.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>12.4 The 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.</p> <p>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.</p> |
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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 Technical Proposals 15.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the RFP. Each responsive Proposal will

be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the RFP.

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| 16 | Opening of Financial Proposals (for QCBS methods) | of  | 16.1 The Client shall intimate the date, time and location for the opening of the Financial Proposals.<br>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. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. |
| 17 | Correction of Errors                              | of  | 17.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal   |
| 18 | Quality- and Cost-Based Selection (QCBS)          | and | 18.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the RFP. The Service Provider achieving the highest combined technical and financial score will be selected for award of contract.   |



**D. Datasheet**

<b>A. General</b>	
1	<p>Project: 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 &amp; Climate Change, Govt of India letter no: F.No.16/15/2016-CC dated 30<sup>th</sup> 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 4.40 Crore</p>
2	Financial Proposal to be submitted together with Technical Proposal: Yes
3	<p>A pre-bid will be held: Yes</p> <p>Date of pre-bid meeting 15<sup>th</sup> February, 2019 Time: 11.00 hrs</p> <p>Address: Additional Principal Chief Conservator of Forest, CAMPA, Department of Forest, Environment and Climate Change, Van Bhawan, Doranda, Ranchi-834002, Jharkhand</p>
<b>B. Preparation of Proposal</b>	
4	<p>This RFP has been issued in the English language. The RFP can be downloaded from the website: <a href="http://www.forest.jharkhand.gov.in">www.forest.jharkhand.gov.in</a>. Forest Department also reserves the right to modify/relax any part of the RFP/bid prior to the submission data and time. Any such changes will be published on the website as corrigendum and the participant bidders are supposed to take the corrigendum also into account prior to bid submission.</p> <p>Proposals shall be submitted in English language and all correspondence exchange in regard to the proposal/contract shall be in English language.</p>
5	<p>The proposal shall comprise of the following:</p> <p><b>1<sup>st</sup> inner envelope with technical proposal</b></p> <p>(1) 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><b>AND</b></p> <p><b>2<sup>nd</sup> inner envelope with financial proposal</b></p> <p>(1) FIN-1 and FIN-2</p> <p><b>Completeness of bid offer</b></p> <p>The bidder is expected to examine all instructions, forms, terms &amp; conditions and specifications in the RFP document. Failure to furnish all information required in document or submission of offer not substantially responsive in every respect to the RFP document will be at the bidder's risk and may result in the rejection of bid offer. The bid offer is liable to be rejected outright without any intimation to the bidder if complete information as called in the RFP document is not given therein, or if particulars asked for the Forms/Performa in the RFP are not fully furnished.</p>
6	Proposals must remain valid for 90 calendar days after the proposal submission deadline.
7	<p>The Financial Proposal shall be stated in Indian Rupees and the prices quoted in the financial bid should be without any conditions. Price quotation accompanied by vague and conditional expressions will be treated as being at variance and shall be liable for rejection.</p> <p>Omissions, errors, misrepresentations or inadequate details in the bidder's financial proposal will be considered as valid ground for rejection of the bidder's proposal. Costs if any that are not clearly identified in the financial proposal will be borne by the bidder.</p> <p>When there is a discrepancy between amounts in figures and in words, the amount in words will govern. If a Bidder refuses to accept the correction, his Bid will be rejected.</p>
<b>C. Submission, Opening and Evaluation</b>	
8	<p><b>Earnest Money Deposit (EMD)</b></p> <p>The service provider must furnish, as a part of the technical proposal, an Earnest Money Deposit (EMD) amounting to Rs 10,00,000/- (Rupee ten 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> <ul style="list-style-type: none"> <li>a) Bidder withdraws its proposal during bid validity period</li> <li>b) Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.</li> </ul>

	<p>c) Finally, selected bidder disagrees to sign the contract and commence the work within the stipulated timeline.</p> <p>d) If the selected bidder fails to submit the performance bank guarantee.</p>
9	<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><b>Following documents to be submitted along with technical proposal</b></p> <p>a) Earnest Money Deposit</p> <p>b) Copy of certificate of Incorporation/Registration</p> <p>c) Copy of PAN, GSTIN, TAN</p> <p>d) Copy of IT return for last three Financial years (2015-16, 2016-17 &amp; 2017-18). In case of financial statement of FY 2017-18 being under audit, average turnover of the previous three financial years which have been audited i.e. 2014-15 2015-16 &amp; 2016-17 will be considered. However, applicant will have to additionally submit provisional balance sheet of FY 2017-18 to establish that annual turnover of said years is also above Rs 2.00 Crore.</p> <p>e) Power of attorney/letter of authorisation from the firm in favour of the person signing the bid on behalf of the service provider</p> <p>f) RFP Acceptance Letter – Declaration that the bidder has accepted all the conditions stipulated under the RFP including the contract document.</p> <p>g) Copy of contract/completion certificate of the assignments duly signed and stamped, which are proposed to justify the eligibility of the service provider</p> <p>h) Undertaking in the official letterhead duly signed by the authorised representative for not having been blacklisted by any Central/State Government/Any autonomous bodies/International and National Organisation in last five years.</p> <p>Note: All Documents submitted above should be duly signed and stamped</p> <p>The proposal complete in all respect must reach the undersigned by Speed Post/Registered Post/Courier/By hand by the deadline in sealed envelope clearly mentioning on the top of it "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>

	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.						
10	<p>Proposal Submission Deadline:  The Proposals must be submitted no later than: Date: 25<sup>th</sup> February, 2019  Time: 15.00 hrs  Any proposal received beyond the aforesaid deadline (date and time) will be rejected.</p> <p>Date and time of opening of Technical Proposal: Date: 25<sup>th</sup> February, 2019  Time: 16.00 hrs</p>						
11	<p>The Proposal submission address is:  Additional Principal Chief Conservator of Forest CAMPA, Jharkhand  Van Bhawan, Doranda, Ranchi, Jharkhand-834002</p>						
12	<p>Criteria for essential/minimum eligibility</p> <ol style="list-style-type: none"> <li>The organisation should have been in business for more than 5 years</li> <li>The organisation should have an annual turnover of over Rs 2.00 crore in last three financial years</li> <li>The organisation should have experience of training and capacity building</li> <li>The organisation should have experience of working in agriculture sector</li> <li>The organisation should have experience of climate change adaptation related projects</li> </ol> <p>Organisation failing to meet the criteria of essential eligibility will be disqualified.</p>						
13	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <table border="1"> <thead> <tr> <th>Criteria</th><th>Marks</th></tr> </thead> <tbody> <tr> <td><b>Specific experience of the Service Provider (as a firm) relevant to the Assignment:</b></td><td><b>35</b></td></tr> <tr> <td> <b>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</b>  Break-up of points as per sub-criteria given below:  a) Technical Approach and Methodology - 15  b) Work Plan - 05  c) Organization and Staffing - 05   Organisation and staffing section should clearly outline the name, designation and responsibilities of the key experts proposed by the service provider under the assignment. In addition, the service provider should clearly mention the name of the lead expert and team members to be assigned under Training specialists and Climate </td><td><b>25</b></td></tr> </tbody> </table>	Criteria	Marks	<b>Specific experience of the Service Provider (as a firm) relevant to the Assignment:</b>	<b>35</b>	<b>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</b> Break-up of points as per sub-criteria given below: a) Technical Approach and Methodology - 15 b) Work Plan - 05 c) Organization and Staffing - 05  Organisation and staffing section should clearly outline the name, designation and responsibilities of the key experts proposed by the service provider under the assignment. In addition, the service provider should clearly mention the name of the lead expert and team members to be assigned under Training specialists and Climate	<b>25</b>
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	resilient agriculture, Livelihood and agriculture extension specialists section. <b>{Notes to Service Provider: The Client will assess whether the proposed methodology is clear, responds to the TORs and work plan is realistic and implementable;</b>													
	<b>Key Experts’ qualifications and competence for the Assignment</b>	<b>25</b>												
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	The detailed roles and responsibilities of each of the experts are													

outlined under Section 5: Terms of Reference.

The minimum qualification and experience of each of key experts are specified below:

Sl.	Position	Minimum Educational Qualification
1	Team Leader	Educational Qualification: Doctorate/Post graduate Experience: More than 15 years Relevant projects: At-least 2 projects in each of the climate change adaptation and agriculture sector
2	Climate change and agriculture specialist	Educational Qualification: Graduate/Post graduate in Agriculture/NRM Experience: 2 years Relevant projects: At-least 1 project agriculture sector
3	M&V, finance and MIS Specialist	Educational Qualification: Graduate/Post graduate in Commerce/Economics Experience: 2 years Relevant projects: Experience of projects in financial/accounts management &MIS
4	Training Specialist (Lead)	Educational Qualification: Doctorate/Post graduate Experience: More than 15 years Relevant projects: At-least 5 training programmes in agriculture sector
5	Climate resilient agriculture, Livelihood & agriculture extension specialist (Lead)	Educational Qualification: Doctorate/Post graduate Experience: More than 15 years Relevant projects: At-least 5 projects in climate resilient agriculture/livelihood/ agriculture extension service

The minimum qualification of the team member proposed for training and climate resilient agriculture, livelihood & agriculture extension should be graduate.

All the proposed expert should be proficient in speaking in Hindi.

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:

- 1) General qualifications (general education, training, and experience): 20 %
- 2) Adequacy for the Assignment (relevant education, training,

	experience in the sector/similar assignments) 80% Total weight: 100%	
	<b>Presentation on technical proposal by the proposed team leader of the bidding organisation</b> Note: Date and time for technical presentation on the proposal will be intimated to the service provider.	<b>15</b>
	<b>Total Marks</b>	<b>100</b>
	The detailed criteria for evaluation of specific experience of the Service Provider (as a firm) relevant to the Assignment is outlined under Annex 1 of Section 2 of this proposal	
	The minimum technical score (St) required to qualify is: 60 Marks	
14	The financial proposal should be inclusive of direct and indirect tax levied on the contract's invoices.	
15	<p>QCBS norms</p> <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is as follows:</p> <p><math>Sf = 100 \times Fm / F</math>, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are: T = 70%, and P = 30%</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <math>S = St \times T + Sf \times P</math>.</p>	
	<b>D. Performance Guarantee</b>	
16	<p><b>Performance Bank Guarantee</b></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 &amp; conditions of the contract.</p> <p>Model Performance Guarantee Form is provided as Appendix D of the Contract document</p>	
17	<p><b>Non-Transfer of Bid</b></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>	

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



**Annex 1****CRITERIA FOR ASSESSING OF SPECIFIC EXPERIENCE OF SERVICE PROVIDER**

<b>SI</b>	<b>Criteria</b>	<b>Maximum Marks (35)</b>	<b>Scoring Pattern</b>	<b>Total Marks</b>
<b>Organisation profile (Total Marks -10)</b>				
1	Year of experience	2	5-10 years	1
			More than 10 years	2
2	Regional Experience	2	No experience of working in Jharkhand	0
			1-5 projects	1
			5-10 projects	2
3	Turnover across last five years	3	2-3 crore	1
			3-5 crore	2
			> 5 crores	3
4	Experience of working with state and central govt	3	No project	0
			1-5 projects	1
			5-10 projects	2
			> 10 projects	3
<b>Specific Experience - Training and Capacity building (Total Marks - 10)</b>				
5	Experience of climate change related assignment with specific to climate change adaptation, climate resilient agriculture and climate sensitive agriculture	3	No project	0
			1-2 projects	1
			3-5 projects	2
			> 5 projects	3
6	Experience of developing training materials for awareness generation towards improving climate resilience, training of farmers on climate resilient agriculture practice	3	No projects	0
			1-2 projects	1
			3-5 projects	2
			>5	3
7	Experience of farmers training	4	No projects	0
			<500 farmers	1
			500-1000 farmers	2
			1000 -1500 farmers	3
			>1500 farmers	4
<b>Specific Experience - Agriculture and livelihood promotion service (Total marks - 10)</b>				
8	Experience of community mobilisation and agriculture extension-based livelihood promotion	4	No projects	0
			1-2 projects	1
			3-5 projects	2
			5-8 projects	3
			> 8 projects	4
9	Experience of promotion of on-	4	No projects	0

Request for Proposals for Engagement of Project Facilitating Agency

Sl	Criteria	Maximum Marks (35)	Scoring Pattern	Total Marks
	field IPM, INM, SRI and low carbon farming		1-2 projects	1
			3-5 projects	2
			5-8 projects	3
			> 8 projects	4
10	Experience of promotion of non-farm-based livelihood services	2	No projects	0
			1-2 projects	1
			> 2 projects	2
<b>Specific Experience - Project facilitating agency support, implementation M&amp;V (Total marks -5)</b>				
11	Experience of undertaking baseline, M&V, survey and reporting	5	No projects	0
			1-2 projects	1
			3-4 projects	2
			5-6 projects	3
			7-8 projects	4
			>9 projects	5

**Note: Documents regarding fulfilment of aforementioned criteria must be submitted in support of the claim.**

### **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.

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

**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:

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

[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.]

# Request for Proposals for Engagement of Project Facilitating Agency

Assignment name:	Approx. value of the contract (in Rs)
Country:	Duration of assignment (months)
Location within country:	
Name of Client:	Total No of staff-months of the assignment:
Address of the Client:	Approx. value of the services provided by your firm under the contract(in Rs)
Start date (month/year):	No of professional staff-months provided by associated service provider:
Completion date (month/year):	
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
<b>D-1</b>											
<b>D-n</b>											

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



**FORM TECH-5****TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

No.	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-4)					Total time-input (in Months)		
		Position	D-1	D-2	..	D <sub>n</sub>	Home	Field	Total
<b>Key Expert</b>									
<b>1</b>			[Home]						
			[Field]						
<b>n</b>			[Home]						
			[Field]						
<b>Non-Key Expert</b>									
<b>1</b>			[Home]						
			[Field]						
<b>n</b>			[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)**

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

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

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

Period	Employing organization and your title/position. Contact information for references	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**

<b>Detailed Tasks Assigned on Service Provider's Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
{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	Signature	Date

the service provider

#### **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**

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

## Section 5. Terms of Reference

### Terms of References

#### **Selection of Project Facilitating Agency 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, an adaptation project under National Adaptation Fund for Climate Change (NAFCC) 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, JoBriasdhaurnitarn, 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**
  - 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**

- a. Capacity building of the community and integrate support service for adaptation
- b. Promoting gender sensitive and climate resilient livelihood systems through promotion of low carbon farming, facilitate crop intensification and diversification and promote non-farm livelihood practice.
- c. Responsible for establishment of project baseline and supporting monitoring in line with the requirement of national implementing entity

**(C) Proposed Structure of Engagement of Service Provider**

The service provider should have a core team of experts headed by the team leader and comprise of team members with expertise on climate change, climate resilient agriculture, alternate livelihood promotion, M&V and finance specialist.

The service provider needs to depute two persons on a permanent basis at each landscape office, responsible supporting officers of respective landscape in implementation of the project, responsible for developing the baseline report, project report and any other report as specified under the deliverable of the ToR. The two members team deployed by the service provider at each landscape will work under the guidance and supervision of the respective DFOs.

The resources (both part time and full time) to be deployed by the service provider should carry their own laptops, data card for internet facilities and mobile for communications.

The detailed manpower deployment requirement and the roles and responsibilities as against each position is specified below:

<b>SI</b>	<b>Position</b>	<b>Responsibilities/Task Assigned</b>
1	Team leader	Responsible for overall project planning and management, provide technical input at various stages to team, quality check and quality control of the deliverables, time management of the deliverable, final submission of all the deliverables.
2	Climate change cum agriculture specialist	Will be responsible for a) Supporting nodal officers/DFO at each landscape in implementation of the project and undertake task related to NAFCC project as is assigned by the concerned DFO from time to time b) Develop baseline report for NAFCC project activities and develop monitoring cum output report (as against the desired format) for each task c) Undertake field visit to assess/monitor the status of implementation of each task
3	M&V, finance and MIS Specialist	Will be responsible for a) Supporting nodal officers/DFO at each landscape in implementation of the project and undertake task related to NAFCC project as is assigned by the concerned DFO from time to time b) Mapping of physical progress of implementation and update of MIS a) Mapping of financial expenditure and update of MIS b) Undertake field visit to assess/monitor the status of implementation of each task
4	Training Specialist (lead)	a) Developing of training materials b) Imparting of training
	Team member training	a) Make necessary arrangement at the landscape level to facilitate the training including coordination with stakeholders b) Develop outcome report and minutes of the training programme
5	Climate resilient agriculture, Livelihood & agriculture extension specialist (Team Lead )	a) Planning implementation schedule and approach in consultation with the forest and other concerned department b) Support stakeholders in implementation of the activity c) Quality check and quality assurance of the deliverables d) Map output as against the indicator e) Development of the outcome report
	Team member Climate	a) Identification and co-ordination with the stakeholders (farmers. Communities, SHGs etc) as is required for



	resilient agriculture, Livelihood & agriculture extension	successful implementation of the project b) Handhold stakeholders in implementation of the project
--	---	---

**(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: Capacity Building & Service Support for Adaptation**

The activity will encompass enhancement of capacity in terms of knowledge and skill of the forest dependent community, farmers and forest officials through orientation programme.

**Deliverable:**

1. Development of IEC materials for training of farmers
2. Imparting training
3. Training report and attendance sheet

**Output:**

As specified under the physical target

**Landscape wise Itemised Activity to be executed by the Service Provider****A. Patratu Landscape**

Component	Unit Cost (in Lakhs Rs)	Unit	Physical Target of the activity to be executed					Total Budget (in Lakhs Rs)
			2018-19	2019-20	2020-2021	2021-2022	Total	
<b>Awareness generation</b>								
Awareness about climate change	0.003	Families	150	150	0	0	300	0.90
Awareness about Adaptation programme	0.002	Families	150	150	0	0	300	0.60
<b>Institution Building</b>								
Strengthening of the JFMCs	0.025	JFMCs	21	21	0	0	42	1.03
<b>Low carbon farming</b>								
Training to farmers	0.020	Families	40	40	0	0	80	1.60
Training on Natural farming	0.020	Members	40	40	0	0	80	1.60
<b>Participatory planning and Monitoring</b>								
Climate change and agriculture	0.020	Families	100	100	0	0	200	4.00
Monitoring of the soil health	0.001	Families	2760	0	0	0	2760	2.76
<b>Water Management</b>								
Community Cadres	0.150	Individuals	30	30	0	0	60	9.00
<b>Livelihood and microenterprises</b>								
Capitalising on Assets, Abilities and opportunities	0.025	Families	21	21	0	0	42	1.05
<b>Production enhancement</b>								
Concept of organic farming	0.025	Families	25	25	0	0	50	1.25
Concept of INM and IPM	0.025	Families	0	40	0	0	40	1.00
<b>Operation of weather station</b>								
Training on operation of weather station	0.050	Members	2	23	0	0	25	1.05
<b>Monitoring</b>								
Monitoring according to indicators set for outcome including financial	0.025	Members	0	21	0	0	21	0.53
<b>Evaluations</b>								
Self-evaluations based on monitoring indicators	0.003	Members	0	21	0	0	21	0.06
<b>Convergence</b>								
Training on Convergence and resource generation	0.025	Members	0	0	42	42	84	2.10
<b>Consolidation and post project management programme</b>								
Concept of sustainability and running an institution	0.050	Families	0	0	0	21	21	1.05
<b>Total</b>								<b>35.58</b>

*Note: All the cost component specified in the table above are specified in the approved DPR and presented as an indication/reference only. The service provider is however not mandated to follow the above cost.*

**B. Narayanpur Landscape**

Component	Unit Cost (in Lakhs Rs)	Unit	Physical Target of the activity to be executed					Total Budget (in Lakhs Rs)
			2018-19	2019-20	2020-2021	2021-2022	Total	
<b>Awareness generation</b>								
Awareness about climate change	0.003	Families	108	108	0	0	216	0.65
Awareness about Adaptation programme	0.002	Families	108	108	0	0	216	0.43
<b>Institution Building</b>								
Strengthening of the JFMCs	0.025	JFMCs	27	27	0	0	54	1.32
<b>Low carbon farming</b>								
Training to farmers	0.020	Families	135	135	0	0	270	5.40
Training on Natural farming	0.020	Members	135	135	0	0	270	5.40
<b>Participatory planning and Monitoring</b>								
Climate change and agriculture	0.020	Families	54	54	0	0	108	2.16
Monitoring of the soil health	0.001	Families	1720	0	0	0	1720	1.72
<b>Water Management</b>								
Community cadres	0.150	Individuals	27	27	0	0	54	8.10
<b>Livelihood and microenterprises</b>								
Capitalising on Assets, Abilities and opportunities	0.025	Families	54	54	0	0	108	2.70
<b>Production enhancement</b>								
Concept of organic farming	0.025	Families	54	54	0	0	108	2.70
Concept of INM and IPM	0.025	Families	54	54	0	0	108	2.70
<b>Operation of weather station</b>								
Training on operation of weather station	0.050	Members	2	2	0	0	4	0.20
<b>Monitoring</b>								
Monitoring according to indicators set for outcome including financial	0.025	Members	27	27	0	0	54	1.35
<b>Evaluations</b>								
Self evaluations based on monitoring indicators	0.003	Members	27	27	0	0	54	0.16
<b>Convergence</b>								
Training on Convergence and resource generation	0.025	Members	0	0	27	27	54	1.35
<b>Consolidation and post project management programme</b>								
Concept of sustainability and running an institution	0.050	Families	0	0	0	27	27	2.70
<b>Total</b>								<b>45.05</b>

*Note: All the cost component specified in the table above are specified in the approved DPR and presented as an indication/reference only. The service provider is however not mandated to follow the above cost.*

**D.2 Activity 2: Promotion of Gender sensitive and climate resilient livelihood systems**

The activity will encompass promotion of low carbon farming, facilitate crop intensification and crop diversification and promotion of livestock based non-farm livelihood activities. The details of the activity is presented in the section below:

**Low carbon farming:** Project proposes to promote low carbon farming including gradual shift to natural farming. This will help in improving soil organic carbon and will also facilitate growth of earth worms for natural tillage and improve biological activities in the field.

**Crop Intensification:** The activity proposes for adoption of crop intensification methodology. Intensification also reduces GHG emission from paddy fields. It also reduces losses due to lodging of crops besides improving the straw yield and hence the fodder availability for the animals. Under the project intensification will be promoted in all possible crops.

**Crop Diversification:** Crops will be diversified, and methodology of relay cropping will be used. This will reduce exposure of the soil to the forces of erosion. It will also improve resilience by improving the risk bearing capacity of farmers. Mixed farming under diversification will improve the nutritional security along with the food security. It will help the labour force in competitive wage market. It will help in building resilience by reducing exposure of soil and by having more crop per unit area. It will also improve the soil texture of the field.

**Promotion of livestock-based livelihood promotion:** Livelihood diversification is a proven method for climate resilience among communities who are dependent on climate sensitive sectors like agriculture for their livelihood. Activities proposed under this include promotion of vegetable/kitchen garden, animal husbandry, backyard poultry, mushroom etc.

**Deliverable:**

1. Periodic progress report, in narratives as well as in prescribed format

**Output:**

1. Promotion of IPM and INM across 90 ha
2. Promotion of SRI across 646 ha
3. Promotion of low carbon farming across 151 ha
4. Facilitate maize extension across 50 ha
5. Facilitate millet extension across 69 ha
6. Demonstration of pulses cultivation across 52 ha
7. Establishment of 8 numbers of value addition units
8. Setting up of 4 number of maize peeling machine
9. Establishment of 129 numbers of poultry unit, 30 numbers of piggery unit, 6 numbers of mushroom unit, 130 numbers of duckery unit and 30 numbers of heifer rearing unit.
10. No of beneficiaries to be served- 4711 under agriculture and value addition activity and 1505 under animal husbandry-based livelihood

**Landscape wise Itemised Activity to be executed by the Service Provider**

**A. Patratu Landscape**

Component	Unit Cost (in Lakhs Rs)	Unit	Physical Target Physical Target of the activity to be executed					Total Budget (in Lakhs Rs)
			2018-19	2019-20	2020-2021	2021-2022	Total	
Promotion of IPM and INM Practices	0.240	ha	20	20	10	0	50	12.00
Promotion of SRI Cultivation	0.240	ha	80	156	100	0	336	80.64
Promotion of Low Carbon Farming	0.240	ha	40	40	16	0	96	23.04
Promotion of Maize extension	0.120	ha	4	2	2	2	10	1.20
Facilitating Millets extension	0.200	ha	2	1	1	0	4	0.80
Facilitating Pulses demonstration	0.240	ha	2	0	0	0	2	0.48

## Request for Proposals for Engagement of Project Facilitating Agency

Establishment of Value addition units	0.750	No.	2	0	2	0	4	3.00
Establishment of Maize peeling machine	0.750	No.	1	0	1	0	2	1.50
Promotion of Poultry units	0.500	Nos	30	30	20	0	80	40.00
Promotion of Piggery units	0.500	Nos	5	5	5	0	15	7.50
Promotion of Mushroom units	0.250	Nos	1	1	1	0	3	0.75
Promotion of Duckery	0.250	Nos	29	29	20	0	78	19.50
Promotion of Heifer Rearing	0.200	Nos	5	5	5	0	15	3.00
<b>Total</b>								<b>193.41</b>

*Note: All the cost component specified in the table above are specified in the approved DPR and presented as an indication/reference only. The service provider is however not mandated to follow the above cost.*

### B. Narayanpur Landscape

Component	Unit Cost (in Lakhs Rs)	Unit	Physical Target Physical Target of the activity to be executed					Total Budget (in Lakhs Rs)
			2018- 19	2019- 20	2020- 2021	2021- 2022	Total	
Promotion of IPM and INM Practices	0.240	ha	10	15	15	0	40	9.60
Promotion of SRI Cultivation	0.240	ha	70	80	160	0	310	74.40
Promotion of Low Carbon Farming	0.240	ha	20	15	20	0	55	13.20
Promotion of Maize extension	0.120	ha	15	15	10	0	40	4.80
Facilitating Millets extension	0.200	ha	15	20	30	0	65	13.00
Facilitating Pulses demonstration	0.240	ha	15	15	20	0	50	12.00
Establishment of Value addition units	0.750	No.	2	0	2	0	4	3.00
Establishment of Maize peeling machine	0.750	No.	1	0	1	0	2	1.50
Promotion of Poultry units	0.500	Nos	9	20	20	0	49	24.50
Promotion of Piggery units	0.500	Nos	5	5	5	0	15	7.50
Promotion of Mushroom units	0.250	Nos	1	1	1	0	3	0.75
Promotion of Duckery	0.250	Nos	9	20	23	0	52	13.00
Promotion of Heifer Rearing	0.200	Nos	5	5	5	0	15	3.00
<b>Total</b>								<b>180.25</b>

*Note: All the cost component specified in the table above are specified in the approved DPR and presented as an indication/reference only. The service provider is however not mandated to follow the above cost.*

### D.3 Activity 3: Development of baseline reports and other reports

The service provider will be responsible for development of baseline reports and preparation of periodic monitoring report as required by NABARD. The reporting format is presented below. The formats are tentative and subjected to revision based on availability of data information. The service provider will be responsible for supporting state forest department at respective landscape for conducting/facilitating sensitisation workshop apart from the scheduled training as outlined under Activity 1 above including the landscape wise inception workshop.

#### Deliverable:

1. 1 baseline report
2. 16 numbers of three-monthly landscape wise and project wise progress and monitoring report
3. 8 numbers of six-monthly progress report in line with the format provided by NABARD
4. 4 numbers of annual progress report in line with the format provided by NABARD
5. 1 number of project closure report

6. Filled up MIS report format (physical and financial achievement of the NAFCC project) on a monthly basis
7. Any other reports as and when required by Forest Department, NABARD and MoEF&CC.

**REPORTING FORMATS**

## Format I- Impact indicator

Activity		Pre project- Forest and TOF in Ha		Post project- Forest and TOF in Ha		No of families benefited				No of plants planted	No of plants surviving	Height of plant	Crown area of plants	Carbon sequestered	Tangible gains (Fruits/Wood/Small timber)	Income generated	Area covered
	Units					SC	ST	OBC	Others	No	No	Cm	CM2	Tons	Kgs	Rs	Ha
Horticulture																	
Silvi Pastoral plantation																	
Agro-forestry																	

## Format 2- Soil and Moisture

	No of families benefited				Area covered	Person-days Generated	Erosion reduced Tons/ha		Carbon added Kg/ Ha		Area under cultivation Ha	
Activity and Units	SC	ST	OBC	Others	Ha	No	Pre project	Post project	Pre project	Post project	Pre project	Post project
Farm Bunding												
Contour trench												
Water absorption trenches												
Loose boulder checks												
Composite Loose boulders												
Earthen check dams												
Gully pluggs												

## Format 3-Water Storage

Activity and unit	No of families benefited				Structures		Area treated Ha		Water stored Cum		Irrigated area Ha		Production enhanced Kg/ha		Income generated Rs/year		Additional livelihood		Carbon deposited Kg/ha		Pers on days	Silt deposited	Increase in adaptability	
	S C	S T	O B C	Oth ers	Pre proj ect	Post proj ect	Pre proj ect	Post proj ect	Pre proj ect	Post proj ect	Pre proj ect	Post proj ect	Pre proj ect	Post proj ect	Pre proj ect	Post proj ect	Pre proj ect	Post proj ect	Pre proj ect	Post proj ect	No	Tons	Pre proj ect	Post proj ect
Farm ponds																								
Pond renovations																								
Drum Check dam																								
Drinking well																								

## Format 4- Agriculture and allied

	SC	ST	OBC	Oth ers	Reduc tion in consu mption of chemi cals	Incr ease in use of man ures	Reduc tion in emissi ons as per standa rd	Incr ease in prod uction	Increa se in crop bio diversi ty	Volu me of surp lus prod uction	Red uction in cost of culti vation	Incr ease in Pan nicle size	Incr ease in seed weig ht	Incr ease in fodd er prod uction	Red uction in losses due to lodgi ng	Reduc tion in losses due to droug ht	Reduc tion in workin g hours	Red uction in drud gery	Value additio n promo ted	Increa se in incom e due to value additio n	Mar keti ng arra nge men t	Increa se in adapta bility
IPM and INM Practices in SWI																						
SRI Cultivation																						
Low carbon farming																						
Maize extension																						
Millet extension																						
Pulses demonstration																						
Value addition units																						
Maize peeling machine																						



Format 5: Animal husbandry based livelihood

	SC	ST	OBC	Others	Reduction in emissions as per standard	Increase in production	Volume of surplus production	Reduction in cost of rearing	Time taken to maturity	Production of local feed	Value addition promoted	Increase in income	Marketing arrangement	Increase in adaptability
Poultry														
Piggery														
Mushroom														
Duckery														
Heifer Rearing														

Format 6: Forest based livelihood

	SC	ST	OBC	Others	Income generated	Volume of items involved	Value added	Price enhancement due to value addition	Marketing arrangement	Storage house built if any	Change in use of produce	Increase in adaptability of families
Collective trading of Mahua												
Sal leaf plate making												
Solar plate repairing												
Bamboo crafts												

## Format 7: Energy Efficiency

	<b>SC</b>	<b>ST</b>	<b>OBC</b>	<b>Others</b>	<b>Reduction in wood consumption</b>	<b>Reduction in smoke related diseases</b>	<b>Savings in terms of fuel wood</b>	<b>Savings in wood collection hours</b>	<b>Increase in enrolment</b>	<b>Participation in productive activities</b>	<b>Increase in income due to savings in time</b>	<b>Reduction in emission</b>	<b>Savings of trees</b>
Improved cook stoves													
Bio Gas plants													
Solar lanterns													
Solar Street lights													
Kitchen garden													

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

### **CONTRACT FOR SERVICES**

**Project Name: 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: Model Performance Guarantee

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

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

(b) the Client shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

For and on behalf of [Name of Client]

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

For and on behalf of [Name of Service Provider]

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

Witness 1

---

[Name, Organisation, Designation and signature]

Witness 2

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[Name, Organisation, Designation and signature]

## **II. General Conditions of Contract**

### **A. GENERAL PROVISIONS**

- 1 Definitions 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   |
|    |                                | bound by or be liable for, any statement, representation, promise or agreement not set forth herein.  |
| 14 | Modifications or Variations    | 14.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.   |
| 15 | Force Majeure<br>a. Definition | <p>15.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies and accepted as such by the Department of Forest, Environment &amp; Climate Change, Government of Jharkhand whose decision will be final.</p> <p>15.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>15.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p> <p>15.4. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, relative obligation of the party affected by such majeure shall be treated as suspended during which majeure condition last.</p> |
|    | b. No Breach of Contract       | 15.4. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable   |



- alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. Measures to be Taken
- 15.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 15.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 15.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 15.8. 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.
- 15.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC.
- 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 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

Commissions, Discounts, etc.	<p>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.</p> <p>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.</p>
b. Service Providers and Affiliates Not to Engage in Certain Activities	<p>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.</p>
c. Prohibition of Conflicting Activities	<p>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.</p>
d. Strict Duty to Disclose Conflicting Activities	<p>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.</p>
21 Confidentiality	<p>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</p>
22 Liability of the Service Provider	<p>22.1 Subject to additional provisions, if any, set forth in the SCC, the Service Provider's liability under this Contract shall be provided by the Applicable Law.</p>
23 Insurance to be Taken out by the Service Provider	<p>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,</p>

- |    |   |   |
|----|---|---|
| 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 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.</p> <p>30.3 Any replacement of the removed Experts shall possess better qualifications and experience and shall be acceptable to the Client.</p> <p>30.4 The Service Provider shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts</p> |

#### **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.  |

**F. PAYMENTS TO THE SERVICE PROVIDER**

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

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

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

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

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

#### **H. SETTLEMENT OF DISPUTES**

- |    |                        |   |
|----|------------------------|---|
| 43 | Amicable<br>Settlement | 43.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.<br>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 |
|----|------------------------|---|

- 44     Dispute  
         Resolution
- of that Party the dispute resolution mechanism will be applicable
- 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



**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	<table><tr><td colspan="3">The Payment Schedule</td></tr><tr><td>Sr. No</td><td>Deliverables</td><td>Payment Schedule</td></tr><tr><td>1</td><td>Delivery against 1st quarter of service a. Baseline Report b. One (1) number of landscape wise and project wise quarterly progress and monitoring report c. Three (3) numbers of monthly MIS report d. Other tasks as specified under the ToR</td><td>7.5%</td></tr><tr><td>2</td><td>Delivery against 2nd quarter of service a. One (1) number of landscape wise and project wise quarterly progress and monitoring report b. Three (3) numbers of monthly MIS report</td><td>7.5%</td></tr></table>			The Payment Schedule			Sr. No	Deliverables	Payment Schedule	1	Delivery against 1st quarter of service a. Baseline Report b. One (1) number of landscape wise and project wise quarterly progress and monitoring report c. Three (3) numbers of monthly MIS report d. Other tasks as specified under the ToR	7.5%	2	Delivery against 2nd quarter of service a. One (1) number of landscape wise and project wise quarterly progress and monitoring report b. Three (3) numbers of monthly MIS report	7.5%
The Payment Schedule															
Sr. No	Deliverables	Payment Schedule													
1	Delivery against 1st quarter of service a. Baseline Report b. One (1) number of landscape wise and project wise quarterly progress and monitoring report c. Three (3) numbers of monthly MIS report d. Other tasks as specified under the ToR	7.5%													
2	Delivery against 2nd quarter of service a. One (1) number of landscape wise and project wise quarterly progress and monitoring report b. Three (3) numbers of monthly MIS report	7.5%													

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		c. One (1) number of six-monthly progress report d. Other tasks as specified under the ToR	
	3	Delivery against 3rd quarter of service a. One (1) number of landscape wise and project wise quarterly progress and monitoring report b. Three (3) numbers of monthly MIS report c. Other tasks as specified under the ToR	7.5%
	4	Delivery against 4th quarter of service a. One (1) number of landscape wise and project wise quarterly progress and monitoring report b. Three (3) numbers of monthly MIS report c. One (1) number of six-monthly progress report d. One (1) number of annual progress report e. Other tasks as specified under the ToR	7.5%
	5	Delivery against 5th quarter of service a. One (1) number of landscape wise and project wise quarterly progress and monitoring report b. Three (3) numbers of monthly MIS report c. Other tasks as specified under the ToR	5%
	6	Delivery against 6th quarter of service a. One (1) number of landscape wise and project wise quarterly progress and monitoring report b. Three (3) numbers of monthly MIS report c. One (1) number of 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 landscape wise and project wise quarterly progress and monitoring report b. Three (3) numbers of monthly MIS report c. Other tasks as specified under the ToR	5%
	8	Delivery against 8th quarter of service a. One (1) number of landscape wise and project wise quarterly progress and monitoring report b. Three (3) numbers of monthly MIS report c. One (1) number of six-monthly progress report d. One (1) number of annual progress report e. Other tasks as specified under the ToR	5%
	9	Delivery against 9th quarter of service a. One (1) number of landscape wise and project wise quarterly progress and monitoring report b. Three (3) numbers of monthly MIS report c. Other tasks as specified under the ToR	5%
	10	Delivery against 10th quarter of service a. One (1) number of landscape wise and project wise quarterly progress and monitoring report b. Three (3) numbers of monthly MIS report c. One (1) number of six-monthly progress report d. Other tasks as specified under the ToR	5%
	11	Delivery against 11th quarter of service a. One (1) number of landscape wise and project wise quarterly progress and monitoring report	5%

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		b. Three (3) numbers of monthly MIS report c. Other tasks as specified under the ToR	
	12	Delivery against 12th quarter of service a. One (1) number of landscape wise and project wise quarterly progress and monitoring report b. Three (3) numbers of monthly MIS report c. One (1) number of six-monthly progress report d. One (1) number of annual progress report e. Other tasks as specified under the ToR	5%
	13	Delivery against 13th quarter of service a. One (1) number of landscape wise and project wise quarterly progress and monitoring report b. Three (3) numbers of monthly MIS report c. Other tasks as specified under the ToR	5%
	14	Delivery against 14th quarter of service a. One (1) number of landscape wise and project wise quarterly progress and monitoring report b. Three (3) numbers of monthly MIS report c. One (1) number of 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 landscape wise and project wise quarterly progress and monitoring report b. Three (3) numbers of monthly MIS report c. Other tasks as specified under the ToR	5%
	16	Delivery against 16th quarter of service a. One (1) number of landscape wise and project wise quarterly progress and monitoring report b. Three (3) numbers of monthly MIS report c. One (1) number of six-monthly progress report d. One (1) number of annual progress report e. Other tasks as specified under the ToR	5%
	17	Project Closure Report	10%
	<b>Total</b>		100%
	<p>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</p> <p>2. The service provider needs to submit 2 hard copies and soft copies of the report outlined against Deliverable 1-16</p> <p>3. The service provider needs to submit 10 hard copies of the project closure report</p>		
40.2.4	The accounts are: [insert account details].		
44.1	<p>Arbitration</p> <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</p>		

	<p>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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### **III. 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 No .....of ....., ..... Branch, IFSC:..... for account of .....This 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.*