

Community Forestry and Water Conservation Society -Manipur

REQUEST FOR PROPOSAL

HIRING SERVICES OF NGOS TO PROVIDE SUPPORT IN THE COMMUNITY-BASED SUSTAINABLE FOREST MANAGEMENT FOR WATER RESOURCES CONSERVATION PROJECT/to Group E1/ E2/ E3/ E4/ E5/ E6/ E7/ E8/ E9/ E10; which will cover – about 5 villages in Thoubal Upper & Lower/ Imphal Upper & Lower /Singda Watershed
(ONE ENVELOPE)

RESTRICTED INVITATION TO TENDER FOR CONSULTING SERVICES UNDER QCBS METHOD

Source of Funding: KfW Development Bank

Contract Ref: 5.1/E1-E10/NGO

BMZ No. 2015 70 340 (Accompanying Measure) and 2015 67 643 (Loan)

Date of Issue of Request for Proposal: 03/11/2020

To,

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.....

Sub: Request for Proposal for “**Hiring Services of NGOs to provide support in the Community-Based Sustainable Forest Management For Water Resources Conservation Project (One Envelope)**”

Dear Sirs,

- I. The KfW, German Development Bank in partnership [Phase I: Year 2018-2025] with Manipur Forest Department (MFD), Govt of Manipur is undertaking **Community based Sustainable Forest Management for Water Resources Conservation Project in the state of Manipur**. The project is managed by the **Community Forestry and Water Conservation Society-Manipur (CF&WCS-M)**, the designated Project Management Unit. The project objective is Climate resilience of upper watershed ecosystems is improved or sustainably restored and the adaptive capacity of forest dependent communities is increased (through sustainable forest management and water resource conservation). The project will work in three catchment areas—the Ukhrul Block of the **Thoubal catchment** in Ukhrul District, and the **Imphal and Singda catchments** in Kangpokpi District and aims at delivering the results / outputs, which includes:
 - i. Participatory watershed planning, coordination and monitoring;
 - ii. Restoration and sustainable management of upper watersheds;
 - iii. Security and improvements of livelihoods;
 - iv. Capacity building for community based watershed management.

The CF&WCS-M intends to hire the services of NGOs (Non Government organisation – Any reference to consultant, service provider, firms refer to NGO for this document) for

providing support within the targeted watersheds under the project in Manipur for fulfillment of the project objectives and thus invites the most competitive proposals from eligible NGO for **Hiring Services to provide support in the Community-Based Sustainable Forest Management For Water Resources Conservation Project.**

The schedule of assignment (targeted watersheds) for the intended support is as under:

Ten NGOs will be hired

a.	Thoubal Watershed (Ukhrul)	3 NGOs
b.	Upper and lower Imphal Watershed (Kangpokpi)	5 NGOs
c.	Singda Watershed (Kangpokpi)	2 NGOs

II. Instruction to Consultants (ITC)

1. General Information

- 1.1 Prospective Consultants are advised to thoroughly study the proposal documents for their response to avoid downgrading or rejection. Here NGOs are the Consultant / service provider.
- 1.2 The rules of the present Tender are in accordance with the "KfW Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries."
- 1.3 The **Background Information and Terms of Reference** for the Consulting services are provided in **Schedule 3** to the Request for Proposal (RFP) documents.
- 1.4 This being restricted invitation, **This RFP is available to all eligible prospective Non government organisation - NGOs, who are on the list of Forest Department.** The invited NGOs may download the complete Request for Proposal (RFP) Documents, from tender/procurement section on the website <https://forest.manipurforest.gov.in> from 3rd Nov 2020 onwards or shall obtain from CF&WCS-M office. No liability will be accepted for downloading the incomplete document.
- 1.5 A NGOs may apply for any or all targeted watersheds. Where multiple proposals are being submitted, it should furnish a separate proposal with distinct team of key personnel for each targeted watersheds subject to maximum of 4 distinct targeted watersheds. Notwithstanding the number of proposals applied for and evaluated, an NGO shall be awarded a contract for maximum two assignment/targeted watershed.
- 1.6 If any NGOs withdraw its proposal during the validity period and/or refuse to accept the award of a contract when and if awarded, then it may be subjected to the process of expulsion from future participation for the remaining project duration.
- 1.7 CF&WCS-M reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds.
- 1.8 The language of the proposal and of all communication is English.
- 1.9 The currency of the proposal shall be Indian Rupees INR.
- 1.10 Indirect Taxes on the services will be levied as per Indian Law. Indirect tax will be borne by client state fund.
- 1.11 TDS will be deducted as per Indian laws.

1.12 Process of Procurement and Method of Evaluation of the Proposal : **Restricted Invitation (Single Envelope) - QCBS Method**

1.13 The RFP includes the following documents:

Schedule 1 - Technical and Financial Proposal - Simplified Forms

Schedule 2 - Declaration of Undertaking

Schedule 3 - Terms of Reference

Schedule 4 - Standard Contract Document

2. Proposal Procedures

2.1 The proposal should be submitted either by mail or by hand in one sealed envelope. The envelope shall:

- i. bear the name and address of the Consultant;
- ii. be addressed to the Client and
- iii. bear the specific identification of this proposal

The envelopes containing the Proposals shall bear a warning “**not to open before the time and date for the opening of proposals**”.

If all envelopes are not sealed and marked as required, the Client will assume no responsibility for the misplacement or premature opening of the proposal.

2.2 The proposal including the attached format should be duly signed, sealed in an envelope and addressed to and delivered to the following address: xxxxx

3. Important Dates and Time

Issue of RFP : 03 November, 2020

Closing/submission of RFP : 25 November, 2020, 03.00 PM

Opening of RFP : 25 November, 2020, 04.00 PM

Validity period of Proposal : 90 days from the deadline for submission of proposal

Proposals must be received by the Client at the address and no later than the deadline prescribed for the submission. The Client shall not consider any proposal that arrives after the deadline for submission thereof. Any proposal received by the Client after the deadline for submission shall be declared late, rejected, and returned unopened to the consultant.

4. Opening and Evaluation of Proposals

4.1. Unless otherwise notified, the date, time and place for opening of proposals shall be as indicated under the preceding paras.

4.2. The proposals will be opened one at a time in public in the presence of consultants' designated representatives who choose to attend.

4.3. The proposals will be evaluated by a committee, constituted by the Project Director/ the Society, comprising National Expert for PCA and others, against the undermentioned Technical Assessment (a score based technical evaluation parameters) to find out the technical scores for each proposal:

Criteria	Description	Reference to RFP	Sub Points	Total points
1	Consultant's Experience (@ 5 marks for each experience being claimed subject to maximum 30 marks) <i>Attention: The claimed experience shall be substantiated by presenting copies of relevant documents.</i>	TECH 3		30
2	Description of the Approach, Methodology and Work Plan in responding to the Terms of Reference	TECH 2		20
2.1	Technical Approach and Methodology		10	
2.2	Work Plan		10	
3	Qualifications of Definitely Assigned Personnel (manner of CV evaluation detailed below)	TECH 4		50
3.1	Supervisor (1 Personnel)		1x20	
3.2	Community Co-ordinators (3 Personnel)		3x10	
3.3			---	
3.4			---	
Total			100	

Minimum Technical Score to qualify the Technical Assessment is : 75

Details of CV Evaluation

Key Personnel qualifications and competence for the Assignment:

{Notes to Consultant: each position number corresponds to the same for the Key Personnel in Form TECH-4 to be prepared by the Consultant}

Position K-1: [Supervisor] – 1 Personnel [1x20 Marks]

Position K-2: [Community Co-ordinators]- 3 Personnel [3x10 Marks]

Total points for criterion (3): [50 Marks]

The number of points to be assigned to each of the above positions shall be determined considering the following three 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 community forestry/watershed management/livelihood improvements /similar assignments): [70%]

- 3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): [10 %]
- Total weight: 100%**

Those proposals which have evaluated with technical score of 75 or above will be adjudged technically qualified/responsive proposals. The proposal which failed to achieve the minimum technical score of 75 will be declared technically disqualified and the complete proposal including its financial part will be kept out of competition and further evaluation process.

- 4.4. The financial proposals corresponding to the technically qualified proposal as per para 4.4 will be examined to correct arithmetical errors, if any on the following basis:
- i. where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - ii. where is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
 - iii. if a consultant refuses to accept the correction, his quotation will be rejected.
- 4.5. Finally, a combined evaluation of each responsive proposals are carried out based on the weighted technical and financial scores. The weightings shall be 90% for the Technical Proposal and 10% for the Financial Proposal.
- 4.6. The **Weighted Scores & Combined Score** for each proposal will be computed in the following manner:
- i. The weighted technical score of a proposal will be calculated by multiplying the technical score of the respective proposal with the technical weight (in percent).
 - ii. The weighted financial score of a proposal will be calculated by multiplying the ratio of the evaluated price of the lowest financial proposal to the evaluated price of the respective financial proposal with the financial weight (in percent).
 - iii. Finally, the combined score of each proposal is computed by aggregating the weighted technical score and weighted financial score of respective proposal and ranked in descending order. The proposal securing the highest combined score will be adjudged successful for award of contract.

III. Fair and Transparent Bidding Process

Core Labour Standards, All parties involved in a procurement process financed under financial corporations must ensure a fair and transparent competition and observe the ILO Core Labour Standards. This must be documented by a corresponding declaration of undertaking(Schedule 2 to the RFP) of all parties involved in the bidding process. The declaration of undertaking must be signed in a legally binding manner by duly authorized representatives of the bidder. Failure to submit this declaration and non-compliance with the requirements will lead to exclusion from the tender.

IV. Terms of Payments

The Purchaser COSFOM intends to apply funds from the KfW Development Bank for eligible payments under the Contract/MoU resulting from this RFP. The Payment will be made on quaterly basis over the envisaged 2-year contract duration. The payment will be equitable over two years.

Advance payment will not exceed 15%.

The estimated cost of contract is Rs 900000.00

Please Confirm by e-mail the receipt of this request and whether or not you will submit the proposal(s).

Name: Mr Lamkhosei Baite

Designation: Project Director

Address: Room no. 110, First Floor, Forest head Office,

Sanjenthong, Imphal, Manipur 795001

Email: ifsbaite@gmail.com

SCHEDULE 1: TECHNICAL & FINANCIAL PROPOSAL

PART I: TECHNICAL PROPOSAL

Checklist of Required Forms

Required	FORM	DESCRIPTION	<i>Remarks</i>
√	TECH-1	Technical Proposal Submission Form	1 page – form Attached
√	TECH-2	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	Explain in at most 2-5 pages
√	TECH -3	Consultant's Experience	Form attached
√	TECH-4	Curriculum Vitae (CV) of Key Persons required for the assignment	Required information under prescribed format

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

The Project Director,
Community –based Sustainable Forest Management for Water Resources Conservation in
Manipur (COSFOM)

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. **Method of Procurement : QCBS One Stage – Restricted Invitation (Single Envelope)** “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a single 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 and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the para 3 of the ITC under Clause II to the RFP.
- (c) We have no conflict of interest in respect of the assignments under the proposal.
- (d) We meet the eligibility requirements as stated in tender document.
- (e) Neither we, nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment.
- (f) We undertake to negotiate a Contract on the basis of the proposed Key Persons. We accept that the substitution of Key Persons for only in exceptional urgency reasons and substitution may lead to the termination of contract negotiations & Key Persons presented in the Tenderer’s proposal shall not be replaced without the prior approval of the Client. The Tenderer shall only replace staff with a person of equal or better qualification.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the India.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than 15 days of signing the contract.

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 Consultant (firm's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

FORM TECH-2: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-2: 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, if the Terms of Reference specify training as a specific component of the assignment.

- a) **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.}

- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment and tentative delivery dates of the reports. 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.

FORM TECH-3: CONSULTANT'S EXPERIENCE

Form TECH-3: an outline of the recent experience of the Consultant that is most relevant to the assignment. For each assignment, the outline should indicate the duration of the assignment, the contract amount and the Consultant's role/involvement.

1. List only previous similar assignments successfully completed in the recent years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a sole consultant or was one of the joint venture partners.. Assignments completed by the Consultant's individual experts working privately or through other NGOs cannot be claimed as the relevant experience of the Consultant but can be claimed by the Experts themselves in their CVs. The Consultant should substantiate the claimed experience by presenting copies of relevant documents and references.

Duration	Assignment name/ & brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in Rupees)	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }			{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}			{e.g., sole Consultant}

FORM TECH-4: PRESENTATION OF CURRICULA VITAE

Proposed Position in the Project/Assignment:

The comprehensive Curricula Vitae of the definitely assigned personnel shall be presented in the form as shown below:

- | | | | |
|----|----------------|----|--------------|
| 1. | Family Name: | 2. | First Names: |
| 3. | Date of Birth: | 4. | Nationality: |
| 5. | Civil Status: | | |
| 6. | Education: | | |

Institution	
Date: from (month/year) to (month/year)	
Degree(s) or Diploma(s) obtained	

7. Language Skills, mark 1 (worst) to 5 (best) for competence:

Language	Reading	Speaking	Writing

8. Membership of professional bodies:
9. Other skills:
10. Present position:
11. Years within the firm:
12. Key qualifications (relevant to the project):
13. Specific country experience:

Country	Date: from (month/year) to (month/year)

14. Professional experience record (projects):

Date: from - to (month/year)	
Location	
Company	
Position	
Description	

add more projects...

15. Others (e.g. publications):

Signature

PART II: FINANCIAL PROPOSAL

Checklist of Required Forms

Required	FORM	DESCRIPTION	<i>Remarks</i>
√	FIN – 1	Financial Proposal Submission Form	Form Attached
√	FIN-2	Model for Financial Proposal – Cost Break-down	Form Attached

FORM FIN-1 - FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

The Project Director,

Community –based Sustainable Forest Management for Water Resources Conservation in
Manipur (COSFOM)

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment]
in accordance with your Request for Proposal 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}, *[Insert “including” or
“excluding”] of all indirect local taxes.* The estimated amount of local indirect taxes is Rupees (INR)
{Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during
negotiations.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from
Contract negotiations, up to expiration of the validity period of the Proposal.

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: _____

In the capacity of: _____

Address: _____

E-mail: _____

FORM FIN-2: MODEL FOR FINANCIAL PROPOSAL – COST BREAK-DOWN

<i>Items</i>	Costs (Rs)
Remuneration Expenses (A)	
Reimbursable Expenses (B)	
Total of (A) and (B)	
Indirect Taxes (C)	
Grand Total (A+B+C)	

SCHEDULE 2: "DECLARATION OF UNDERTAKING"

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines¹.

We also underscore the importance of adhering to environmental and social standards in the implementation of the project. We undertake to comply with applicable labour laws and the Core Labour Standards of the International Labour Organization (ILO) as well as national and applicable international standards of environmental protection and health and safety standards.

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of India.

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the Consortium will immediately inform the client and KfW if this situation should occur at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the client and/or KfW, the client is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusions occurs after the Declaration of Undertaking has been issued.

.....
(Place) (Date)

.....
(Name of the NGO)

Signature(s)

SCHEDULE 3: TERMS OF REFERENCE

TERMS OF REFERENCE (TORs) of the NGOs for Community Forestry and Water Conservation Management Society, Manipur- Group -1 Village

1 Background

Watersheds provide a multitude of ecosystem services for upstream and downstream people in Manipur. Forests and water are important natural resources for rural livelihoods and increasingly important for the recreation demand of a rapidly urbanizing society in Manipur. Forests provide a multitude of timber and non-timber products (NTFPs) and have a high biodiversity. Watershed management is important for rural and urban water security. However, forested watersheds continue to be degraded, and water scarcity is experienced due to limited management options and biotic, anthropogenic and climatic factors. This will increase the vulnerability of forest and aquatic ecosystems and rural populations unless adaptive measures are taken. Climate Change models have stressed the need for anticipatory and proactive adaptation strategies and policies to maintain the multiple functions of forest ecosystems.

It is against this background that the ‘**Community based Sustainable Forest Management for Water Resources Conservation in Manipur**’ was designed as a development project of the Government of India (GoI) supported by the Federal Government of Germany through KfW within the context of the Indo-German Program on Climate Change Adaptation in the Himalaya. It is implemented by the Manipur Forest Department (MFD, the Project Executing Agency) and managed by the Community Forestry and Water Conservation Society-Manipur (CF&WCS-M, the Project Management Unit). The first phase of the project is designed for 7 years from 2018 to 2025; the overall project costs are estimated at EUR 36.7 million, of which the contribution from German Financial Cooperation will be up to EUR 15 million in loan phase I with the possibility of up to an additional EUR 13 million in loan phase II, with additional contributions by the Government of India. Consultancy services are provided by GFA Consulting Group (Germany) in close collaboration with UNIQUE (Germany) and IORA Ecological Solutions (India).

The project outcome is formulated as: ‘Climate resilience of upper watershed ecosystems is improved or sustainably restored and the adaptive capacity of forest dependent communities is increased (through sustainable forest management and water resource conservation)’. The project will work in three catchment areas—the Ukhrul Block of the Thoubal catchment in Ukhrul District, and the Imphal and Singda catchments in Kangpokpi District and aims at delivering four results / outputs:

- I. Participatory watershed planning, coordination and monitoring;
- II. Restoration and sustainable management of upper watersheds;
- III. Security and improvements of livelihoods;
- IV. Capacity building for community based watershed management.

2. Terms of Contract:

- I. The contract shall be for a period of two years from the date of signing of the MoU with first year of the contract being probation period. Effective performance of the NGO during the probation shall determine continuation up to two years.
- II. The contract may be renewed based on satisfactory performance of the NGO during two year contract as per requirement of the Project and renegotiated terms and conditions.
- III. During the two years contract, the NGO shall render the services in the Project Villages, which are within the targeted watersheds for fulfillment of the Project objectives. This shall be strictly observed based on monthly work plan, activities and its achievements both at village and cluster level (micro-watershed level)

3. Terms of Reference

The Contracted NGOs shall render the services as follows.

i) Community mobilization, community forestry, watershed management

1. With the introduction of the project and its community based approach, conduct the awareness generation of the beneficiary households, rapport building among the stakeholders and community based sustainable forest management and watershed management planning;
2. Village Group/WRCC organizational development to function efficiently to implement COSFOM-KfW supported activities. Support and facilitate community development with organizational capacity building through :
 - Awareness generation and motivation of the groups in line with the COSFOM vision and aims.
 - Provide information on the roles and responsibilities of the VG/WRCC to implement project activities as envisaged in various plans.
 - Awareness generation on the decentralized approach of the project in terms of independent and autonomous nature of VG/WRCC.
 - Support to prepare by-laws of VG/WRCC based on the approved format with the coordinating with PEA and CO experts and assist to WRCC for the approval.
 - Facilitate to open bank account of WRCC and provide financial management support as necessary.
 - Regularly support and facilitate the project planning and participatory M&E of VG/WRCC.
3. Conduct appropriate Participatory Rural Appraisal (PRA) at project villages identifying primary and secondary users of the resources identified; conduct participatory land use planning with the participation of beneficiaries and contribute to develop forest management plans and riparian buffer restoration.
4. Mobilize and support to capacity building of the beneficiaries including executing members of the executive body. Support and facilitate to WRCC on by-laws development and other requirements to signing of Memorandum of Understanding between WRCCs and the CR & WC Society for implementation of project activities.
5. Orient the community in participatory planning and management of community resources for efficient operation of the planning and management of community resources for efficient operation of the community based institutions.

6. Regularly support the community through regular visits, staying overnight at least 20 days in a month in villages, accompanying project staff and experts in the field and facilitate in-depth interaction with the communities in organization capacity, planning, sub-project implementation and participatory monitoring.
7. Support, promote, establish and nurture Water resource and Conservation Committee (WRCC) including Self Help Group (SHG) in the Project Villages.
8. Assist to prepare project related various plans for resource management and improved sustainable livelihood.
9. Facilitate the group members to initiate the process of forming common interest groups/ sub committees to manage their natural resources and other activities.
10. Support and facilitate to livelihood related activities including the formulation of livelihood related plans and its implementation. Ensure that Jhum cultivations are improving with the permanent vegetative coverage restoring to watershed improvements.
11. Support to arrange training for beneficiaries in entrepreneurship and value chain development in consultation with the FC & WR Society. .
12. Support and facilitate to organize various workshops and trainings of the project at village level including ensuring the use of community indigenous knowledge.
13. Support to networking building of the groups and share the experience and knowledge among the members.
14. Capacitate in market linkages and other business oriented development activities in consultation with Society and related agency.
15. To facilitate the community in participatory impact analysis of the completed project activities and its maintenances.
16. Support to carry out grading exercise for SHG for credit linkages and micro planning exercise for income generating activities (IGAs).
17. To capacitate and strengthen the cluster level association/ federations of WRCCs including SHGs respectively in carrying out planning and implementing the project activities in time.
18. Train the community in participatory mode in monitoring and evaluation of Project activities in order to assess the performance of the Project. To facilitate community representation for participatory monitoring to assist the community to fill up the quarterly monitory format and to enable them (community) to assess their performances of project activities.
19. To arrange exchange programs and exposure visit for CFPMC and SHG members in consultation with DPMU.
20. The Partner NGO is also expected to facilitate implementation of schemes/ project of other line departments, as part of convergence in coordination with DPMU.
21. As the Project is dynamic in nature, they (NGOs) should be willing to work as the situation demands and as required by the DPMU.

22. COSFOM-KfW is providing various supports to VG/WRCC by preparing the various plans such as:

- Forest Management Plan with community forestry approach
- Watershed management with afforestation supports
- Riparian plantation with Stream Management Plan
- Biodiversity Conservation Plan
- Village micro-Plan
- Livelihood Improvement Plan including IGA related activities
- Credit Scheme Plan following
- PCA
- ESMF

The NGOs shall assist and facilitate in the preparation of the plans as required.

23. Any other assignments as required by the Project for fulfillment of the Project's Objectives primarily and inter alia including the following :

- a) Support and facilitate to WRCC undertaken plans including forest management, watershed management, and livelihood related activities; and formulation of Plans, implementation and monitoring. Ensure that WRCC/WRCC are functioning sustainably with improved organizational and financial capacity.
- b) Support to various training at WRCC Level based on the approved plan in consultation with Community Forestry & Water Conservation Society (CF&CS)

ii) Obligations of the NGO

- a) To depute Trained Personnel who will provide all services and discharge all functions mentioned in the TOR for a period of up to two years. **Three trained personnel, i.e. Supervisor and three Community Coordinators (CC) are required on full time basis to render the services across 5 (five) project villages.**

The main responsibility for the Supervisor is to carry out the specific task assigned by the Project with the help of Community Coordinator (CC). All the activities carried out during the contract will be communicated through the Supervisor to the Society. The frequent change of the NGO staff is to be avoided.

- b) Under no circumstances, would the NGO use the staff allocated for the project to undertake other additional tasks pertaining to a different project in non-project villages without written consent of the DPMU.
- c) The Project should be consulted before the termination/ transfer of NGO staff already assigned to work with the Project.
- d) The NGO on selecting its staff have to give in writing the terms and conditions for the selected staff, taking into due consideration the project principles and guidelines.
- e) It is understood that the NGO shall provide all services indicated above and discharge their duties in letter and spirit.
- f) Each NGO shall open a field office in one of the project villages within the micro watershed assigned to them. The Partner NGO representative/ Supervisor shall make field visits to the Project villages, at least 20 days a month to assess the work done by the

Community Coordinator (CC). The Supervisor as a team member of the field staff plays his/her role for the implementation of the project in the selected villages.

- g) The NGO representative/ Supervisor shall be present in the coordination meetings of the Society, at least once in a month in order to check and implement the progress of the activities being undertaken.
- h) The NGO field staff shall attend and spend adequate time with each WRCC during their regular meetings. Even if the meeting is fixed at night, the Supervisor & CC must ensure to attend the meeting by halting overnight in the Project Village.
- i) The CCs should submit a short report on each "village visit" in the format provided. The Monthly Field Diary of each CC needs to be submitted to the Supervisor.
- j) At the end of each Quarter, the NGO staff shall prepare a Project Villages Status report covering the output indicators of the project. This report should contain individual WRCC work status and progress in the project villages. The information in the report should be compiled with the Action Plan and the monthly work achievements. This implies that at the end of each quarter the NGO representative shall document and present the achievement during the previous quarter (to be also reported with the quarterly monitoring formats) to the Society during the quarterly review meeting. A calendar of this review meeting shall be fixed within 15 days, after the end of each quarter in the district.

The Partner NGO shall prepare the Action Plan for three months in consultation with the Society during the coordination meeting. Such plan of action shall be presented, discussed and approved during the NGOs monthly review meeting of the District.

- k) Communicate regularly (at least once in a fortnight) with the Society for activities undertaken, its strategies, progress, problems and potential aspects of the community resource management.
- l) In the event of any overrun of costs beyond the agreed service charges, the NGO shall meet the additional expenditure so incurred and no reimbursement claim shall be entertained.
- m) The Partner NGO is prohibited from collecting any funds from the project villages other than those authorized by the Project.

NGO Assignments

<u>Upper and lower Imphal Watershed</u>	<u>5 NGOs</u>
<u>Thoubal Watershed (Ukhrul)</u>	<u>3 NGOs</u>
<u>Singda Watershed</u>	<u>2 NGOs</u>

Work Schedule

<u>Issue of Tender –</u>	<u>3rd November 2020</u>
<u>Receipt of tender</u>	<u>25th November 2020</u>
<u>Evaluation of the Tender</u>	<u>December 2020</u>
<u>Contracting of the NGOs</u>	<u>Dec 2020</u>
<u>Commencement of the NGO support</u>	<u>Jan 2020</u>

Appendix to the TOR

1. Key Personnel to the Assignment

Key Position	No.of Personel	Man-months/year [full time basis deployment]	Qualification	Experience
Supervisor	1	12	Bachelors Degree in any discipline	5 years relevent experience
CC	3	36	Bachelors Degree in any discipline	3 years relevent experience

2. Deliverables:

Sl. No	Deliverables	Timeline
1	Support to prepare VMP and Quarterly Action Plan	Complete by three months after the agreement
2	Support to prepare Project Village Status Report covering output indicators of Project – Quarterly Basis	Regular
3	Monthly Field Diary of each CC	Regular
4	Attending monthly coordination meeting of society by Supervisor	Regular
5	Support regular meetings and facilitate the WRCG and WRCC	Regular
	Support to Forest User Groups, User Groups, SHG under WRCG to implement various plans	Regular
6	Support and facilitate Workshops & Training	As required
	Support to prepare the Participatory Land Use Planning (PLUP) supporting forest management, riparian buffer management, springshed management and watershed management measures	As required and to start the work by a month from the agreement
	Support to prepare Livelihood Improvement Plan, EPA and other livelihood related activities	As required and to start the work by a month from the agreement
7	Conduct Participatory Rural Appraisal (PRA) with WRCG/WRCC for forestry, watershed management and livelihood related plan preparation and records	As required
8	Financial Management Support	Regular

9	Support in prepare WRCG by-laws	Regular
10	Support to monitor and record Village based overall COSFOM activities	Regular

3. Monitoring:

The M&E formats will be provided by the Project but NGOs have to state experience with monitoring.

SCHEDULE 4: STANDARD CONTRACT DOCUMENT

Terms and Conditions Applicable to the Model Contract for Consulting Services

1. Terms and Conditions

1. *Conclusion of a contract.* By using this Model Contract (or sections thereof), every User of the Model Contract (hereinafter "User") acknowledges the following Terms and Conditions. These Terms and Conditions are agreed between each User and KfW without requiring that KfW receives the User's acceptance of the Terms and Conditions associated with the use of the Model Contract.

2. *Liability of KfW.* KfW assumes no liability for damages arising from or in connection with the use of the Model Contract, except for intent, gross negligence and injury to life, body or health.

3. *Limitation of the responsibilities of KfW.* KfW has prepared the Model Contract as an example of a contract for consulting services, for which KfW grants its consent in principle. However, KfW assumes in particular no obligation for the review of:

- the legal and factual accuracy of the Model Contract by obtaining internal or external legal advice,
- the factual accuracy of the circumstances underlying the Model Contract,
- the suitability of the Model Contract for the purposes of the User,
- the balance of the Model Contract versus the individual interests of the specific User,
- the contractual drafts prepared using the Model Contract that are submitted to KfW, e.g., for consent, and
- the need to update the Model Contract in the event of changes in legislation.

4. *Obligations of the User.* Every User shall:

- use the Model Contract only after performing a thorough individual review and making the necessary modifications for the specific circumstances.
- engage legal counsel to review the contractual draft based on the Model Contract prior to the conclusion of a contract, in order to investigate the enforceability and effectiveness of the contract under the applicable legislation.

II. Notes for the User

KfW expressly refers every User of the Model Contract to the following:

- KfW prepared this Model Contract based on the FIDIC agreement for consulting services ("White Book"), in order to provide partners of KfW with wording assistance for their contractual relationships with consultants. At the same time, use of this Model Contract facilitates the consent of KfW.
- The Model Contract was not developed based on any specific legal jurisdiction; instead, the choice of governing law is left to the contracting parties. KfW has not investigated whether modifications of the Model Contract are necessary so that it can be used under the respective potential jurisdictions.
- The Model Contract must be adapted to the individual needs of the specific User and should only be signed after the User has reviewed whether the specific contractual provisions are suitable for his individual purposes.

III. Structure of the Model Contract

Section 1: General Conditions – these include the general underlying contractual provisions. Changes in this section usually have a significant impact on the contract and require the prior consent of KfW.

Section 2: Special Conditions – these include the specific details of each individual case. Any modifications or deviations based on the specifics of the project or due to contractual negotiations can be included here.

Section 3: Annexes – depending on the contents, these are either project specific (e.g., TOR, Time Schedule) or generally defined (e.g., Declaration of Undertaking).

CONTRACT

for Consulting Services

dated

[●]

Between

Community Forestry and Water Conservation Society-Manipur

A registered Society under

**MANIPUR FOREST DEPARTMENT (MFD)
GOVT OF MANIPUR**

– hereinafter referred to as the “Employer” –

[●]

– hereinafter referred to as the “Consultant” –

for

**COMMUNITY-BASED SUSTAINABLE FOREST MANAGEMENT FOR WATER RESOURCES CONSERVATION
(COSFOM) PROJECT**

– hereinafter referred to as the “Project” –

BMZ No. 2015 70 340 (Accompanying Measure) and 2015 67 643 (Loan)

Preamble

The Employer desires that the consulting services described in more detail in the Special Conditions be rendered. The Consultant has submitted a bid for these services.

Now therefore, the Employer and the Consultant (hereinafter referred to as the "Parties") hereby agree on the following:

GENERAL CONDITIONS

§ 1 General Provision

1.1 APPLICABLE REGULATIONS

1.1.1 The following regulations are considered to have been agreed between the Parties unless otherwise agreed in the Special Conditions.

The applicable contractual regulations between the Parties (hereinafter referred to as the "Contract") consists of the conditions of this consulting Contract (General Conditions and Special Conditions) along with the following contractual annexes:

Annex 1 [Declaration of Undertaking]

Annex 2 [Remuneration and Invoicing]

Annex 3 [Terms of Reference]

Annex 4 [Project-specific Provisions]

Furthermore, the KfW Guidelines for the Commissioning of Consultants in Financial Cooperation with Partner Countries (available at www.kfw-entwicklungsbank.de under "Procurement") form an integral part of the Contract.

1.2 PARTIES

1.2.1 The addresses and authorised representatives of the contractual Parties to whom all communications are to be served are listed under the Special Conditions. If the Consultant does not originate from the project country, it shall also nominate to the Employer and KfW an individual at the Consultant's place of business who may be reached at any time in cases of emergency or crisis and shall immediately inform the Employer of any change in this regard.

1.3 WRITTEN FORM AND LANGUAGE

1.3.1 Amendments and supplements to this Contract, including to this written form clause, require the written form and shall be, as with all communication between the Parties, in the language agreed in the Special Conditions of this Contract.

1.4 APPLICABLE LAW

1.4.1 The Special Conditions contain the law applicable to this Contract.

1.5 ASSIGNMENT AND SUB- CONTRACTS

1.5.1 The Consultant shall not have the right to assign or transfer all or any of its rights under this Contract without the prior written consent of the Employer, which can be provided with the consent of KfW.

1.5.2 If the Consultant intends to assign part of the contractual Services to others, it shall inform the Employer and KfW thereof at least 14 days before signing a corresponding sub-contract. If the Employer or KfW rejects such an assignment, the Consultant shall refrain from signing the respective sub-contract. In cases where the Services are sub-contracted, the Consultant's obligations to fulfil the Contract shall remain unaffected. The Consultant shall ensure that the sub-contractor fulfils all requirements of this Contract, in particular also in relation to corruption avoidance and confidentiality.

³ Supplement to project title, if this is not sufficiently informative.

1.6 TRANSFER OF OWNERSHIP AND RIGHTS OF USE

1.6.1 The Consultant shall transfer to the Employer on the date on which any such rights arise, and in any event no later than on the date on which they are acquired:

- a) all transferable rights arising from the Services performed on the basis of this Contract,
- b) ownership of all studies, reports and associated data and documents that are created in connection with this Contract, or studies, reports and associated data and documents made available to the Employer as well as software produced or adapted and,
- c) on completion of the Services, legal title to the items of equipment obtained by means of this Contract.

Insofar as a transfer of such rights according to (a) is not possible, the Consultant shall irrevocably grant to the Employer unrestricted, transferable, licensable and exclusive rights of use and exploitation that are unlimited with respect to time and place of use. Such transfer shall include the right to adapt any transferred rights. The Consultant shall ensure that any relevant creator of such transferrable rights waives its exercise of any such relevant rights.

1.6.2 The Consultant shall issue all information requested by the Employer and KfW in connection with this Contract, and shall make available free of charge all requested records, documents and information. This obligation shall remain effective after termination of the Contract for a period of 24 months.

1.7 CONFIDENTIALIT Y AND PUBLICATION

1.7.1 Without prejudice to any statutory obligations of disclosure imposed on it, the Consultant shall keep confidential all documents passed on to it by the Employer and if applicable by KfW, as well as all information exchanged and knowledge acquired concerning this Contract and its implementation, unless the Employer or KfW have authorised disclosure in writing or the information was already in the public domain before the Contract was signed.

1.8 CORRUPTION AND FRAUD

1.8.1 When discharging their obligations under this Contract, the Consultant, its representatives and its employees shall comply with all applicable laws, rules, regulations and provisions of the relevant legal systems, including the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

1.8.2 The Consultant warrants with its signature that the declarations named in Annex 1 [Declaration of Undertaking] are true and correct and undertakes that it will fulfil the obligations and rules of conduct set out therein in connection with the implementation of this Contract.

1.8.3 The Consultant undertakes to immediately notify the Employer in detail and in writing if the Consultant is induced by a public official or any other persons to make illegal payments. A public official shall be:

- a) any official or employee of a public authority or an enterprise under the ownership or control of a government;
- b) any person who performs a public function;
- c) any official or staff member of a public international organisation;
- d) any candidate for a political office; or
- e) any political party or official of a political party.

1.9 REIMBURSEMEN TS

1.9.1 All reimbursements, insurance payments or similar payments, if any, shall be paid to KfW, Frankfurt am Main (BIC: KFWIDEFF, IBAN: DE53 5002 0400 3800 0000 00), in the case of financing from project funds for the account of the Employer, stating the BMZ number or the KfW order number as a reference.

1.10 PARTIAL INVALIDITY

1.10.1 The invalidity or unenforceability of one or more provisions of this Contract will not affect the validity or enforceability of any other provision of this Contract. Any invalid or unenforceable provision shall be replaced by a valid and enforceable provision which approximates as closely as possible the

economic purpose of the invalid or unenforceable provision. The same shall apply accordingly in cases of omissions.

§ 2 The Employer

2.1 DUTY OF COOPERATION

2.1.1 The Employer is obliged to perform the duties of cooperation to which it is subject free of charge and without delay. During the term of this Contract, the Employer shall, free of charge, in particular place at the disposal of the Consultant all data, documentation and information concerning the contractual Services that are available to it and shall support the Consultant as far as reasonably possible, if applicable also in consultation with KfW.

2.2 TAXES

2.2.1 If and insofar as the Consultant and its foreign staff are obliged to pay taxes, duties, levies and other charges in connection with the Services performed according to this Contract in the project country, which are connected with:

- a) payments to the Consultant or its foreign staff;
- b) services which are rendered by the Consultant or its staff;
- c) equipment, materials, and supplies necessary for the performance of the services,

and insofar as these costs have not already been allowed for in the Order Value according to the Special Conditions and Annex 2 [Remuneration and Invoicing], on provision of evidence of the corresponding payments the Employer shall include in the final payment to the Consultant a reimbursement for all amounts paid in this regard.

2.3 REMUNERATION

2.3.1 The remuneration obligations of the Employer are defined in Paragraph 5 [Remuneration]

§ 3 The Consultant

3.1 SCOPE OF SERVICES

3.1.1 The Consultant shall render the Services assumed by it as described in detail in the Special Conditions and Annex 3 [Terms of Reference] ("Services") in full and on time with the required due care in accordance with professional practice and recognised quality standards (current scientific and generally accepted engineering standards).

3.1.2 Changes to the Services described in paragraph 3.1.1. or the remuneration according to paragraph 5 or changes that affect KfW's legal position may only be agreed with the previous consent of KfW.

3.2 REPORTING

3.2.1 The Consultant shall report to the Employer according to the Special Conditions about the progress of the Services and shall make any required information available. In the case of longer assignments, the Consultant shall submit regular reports. On completion of the Services, it will draw up a final report for the entire completion period. It shall document its work, the course of the project and the decisions made in a transparent manner.

3.2.2 The Consultant shall inform the Employer promptly of all unusual circumstances that occur during the performance of the Services and about all matters that require the consent of KfW.

3.3 DEPLOYMENT OF STAFF

3.3.1 Insofar as the Parties agree the deployment of key staff, these persons shall be named in Annex 4 [Project-specific Provisions]. The following provisions 3.3.2 and 3.3.3. shall then apply.

3.3.2 If key staff employed by the Consultant need to be replaced, the Consultant shall ensure that the staff member in question is replaced promptly, subject to agreement by the Employer, which may not withhold the same without an objective reason, by an individual with at least equivalent qualifications.

3.3.3 The costs for the withdrawal or replacement of staff during the Contract period shall be borne by the Consultant, unless this occurred on request of the

Employer. In this case, the Employer shall bear the costs for the replacement of the staff member, unless the staff member in question does not meet the requirements necessary for fulfilment of the Contract or has interfered in the internal affairs of the project country.

3.4 PROJECT- SPECIFIC

3.4.1 Annex 4 (Project-specific Provisions) contains the specific project-related features of the project and the Services affecting the Consultant if such arrangements are made by the Parties.

§ 4 Commencement, Completion and Amendment of the Services

4.1 COMMENCEMEN T AND COMPLETION

4.1.1 The Special Conditions contain the date of commencement as well as the agreed completion date, which are binding for the Consultant subject to any amendments by the Parties. A detailed time schedule, where required, is appended in Annex 4 [Project-specific Provisions].

4.1.2 Insofar as this Contract provides for optional services, the Consultant shall commence delivery of the optional services not earlier than upon receipt of written notification from the Employer.

4.2 PENALTIES FOR DELAY

4.2.1 If the Consultant fails to perform any of the Services under this Contract within the requisite time period due to reasons he must warrant, the Employer shall, unless the Special Conditions include a derogation, be authorised to inflict a penalty of 0.5% of the Order Value for every week of delay, subject to a cap of 8% of the Order Value. Beyond such penalty, the Employer may not bring any further claims arising from the delay in the performance of the Services. The right of termination shall remain unaffected.

4.3 FORCE MAJEURE

4.3.1 In the event of Force Majeure, the contractual obligations, insofar as affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure. Force majeure means if any event whereby one party to the Contract is prevented to a considerable extent from performing the Services due to unavoidable, unforeseeable circumstances, such as natural disasters, hostage-taking, war, crises, revolution, terrorism and sabotage, that cannot be avoided or rendered harmless and must not be accepted because of its frequency ("Force Majeure"). This also includes in particular orders by the Federal Foreign Office of the Federal Republic of Germany for German citizens to leave the project country or project region. Insofar as an event originates entirely from the sphere of responsibility of one party to the Contract, this event does not qualify as Force Majeure.

4.3.2 In the event of Force Majeure, the Consultant shall be entitled to an extension of the Contract equal to the delay caused by such Force Majeure.

4.3.3 If the performance of the Services is rendered permanently impossible by the Force Majeure, or if the Force Majeure lasts for longer than 180 days, both Parties shall be entitled to terminate the Contract. In this case, the Services performed up to the time of the Force Majeure and all documented necessary expenditure of the Consultant arising from the discontinuation of the Services shall be invoiced on the basis of contractual prices. Neither party shall make any further claims.

4.3.4 Any and all liability of the Consultant for damages arising due to its absence caused by the Force Majeure is excluded. It is, however, obliged to take all actions open to it to minimise the damages. Conversely, the Employer is not liable for additional costs incurred by the Consultant for the duration of the interruption.

4.4 TERMINATION

4.4.1 The Employer is entitled to terminate this Contract if the Consultant culpably fails to meet its contractual obligations, the performance of its Services is not in compliance with the Contract, or the Services are not performed in a timely fashion. In this case, the Consultant is solely entitled to demand the agreed remuneration for the Services performed until the date of termination

but not yet remunerated. The Employer shall be entitled to demand compensation for the direct damage caused by this default.

4.4.2 The Consultant may terminate this Contract if the Employer does not pay any amounts due and payable to it under this Contract or does not make payment in a timely fashion. In this case it may demand the agreed remuneration but must, however, deduct any expenses that it has saved by termination of the Contract or any income that it has earned from other deployments of its staff or which it has not earned as the result of wilful actions or omissions.

4.4.3 Before a notice of termination is served according to paragraphs 4.4.1 and 4.4.2., the respective other Party is to be served notice of breach of its contractual obligations and to be granted a grace period of at least 30 days to remedy this.

4.4.4 The Employer, with the prior consent of KfW, may suspend or terminate this Contract after serving written notice of at least 30 days without stating reasons. In the case of suspension, the Employer shall reimburse the Consultant for the resulting, unavoidable costs. In the case of termination, the legal consequences of paragraph 4.4.2 shall apply accordingly.

4.4.5 In the event of suspension or termination, the Consultant is obliged to immediately take measures to limit damages. On termination, all previously created drafts, reports or other documents or such that are to be created by the termination date are to be passed on to the Employer.

4.5 CORRUPTION AND FRAUD

4.5.1 If it is proven that the Consultant has breached Paragraph 1.8 [Corruption and Fraud] or that the Declaration of Undertaking in Annex 1 is untrue or will become so, the Employer may – notwithstanding the various punishments or other sanctions to which the Consultant is subject according to the law of the country or any other legal system – terminate this Contract in writing without observing a period of notice.

§ 5 Remuneration

5.1 REMUNERATION OF THE CONSULTANT 5.2 TERMS OF PAYMENT

5.1.1 The Consultant shall receive the remuneration agreed in the Special Conditions for performing the Services owed under this Contract, subject to the conditions listed therein and the conditions below. Annex 2 [Remuneration and Invoicing] contains a detailed breakdown.

5.2.1 The Employer shall pay the Consultant's remuneration to the account named in Annex 2 [Remuneration and Invoicing] according to the following schedule:

- a) Advance payment, due within 60 days of entry into force of this Contract.
- b) Instalments, if applicable, shall be paid upon presentation of corresponding invoices with a maximum of one payment per quarter. The Employer shall have the right to suspend payment of instalments at any stage in the event of substantial deviations from the time schedule and/or insufficient performance on the part of the Consultant.
- c) The final payment shall be made against presentation of a corresponding invoice after the Services have been properly performed in full, they have been accepted (if applicable) and approval of the final report by the Employer and KfW. In the case of inadequate performance, the Employer is entitled, with prior consent of KfW, to a reasonable reduction of the final payment.

5.2.2 Unless otherwise agreed, payments shall be made within a period of 60 calendar days after receipt of the invoice by the Employer.

Optional services as per paragraph 4.1.2. will be settled in connection with the final invoice.

5.3 AUDITING

5.3.1 For services or partial services that are not remunerated on a lump-sum basis, the Consultant shall be obliged to maintain up-to-date records that meet professional standards and that clearly and systematically indicate the services provided and the time and expense involved. The Consultant shall retain all settlement-related documents for five years and authorises the Employer and KfW to audit these at any time.

6 Liability

6.1 LIABILITY OF THE CONSULTANT

6.1.1 The Consultant shall be liable to the Employer for verifiably culpable breaches of its contractual obligations, particularly breaches of Paragraph 3 [The Consultant]. It is likewise liable for its subcontractors to the same extent. Liability for consequential damage is excluded. Furthermore, the liability of the Consultant shall be limited to the Order Value. The limitation of liability stated in the two preceding sentences shall not apply for premeditation and gross negligence.

6.2 LIABILITY OF THE EMPLOYER

6.2.1 The Employer shall be liable to the Consultant for verifiably culpable breaches of its contractual obligations, particularly breaches of Paragraph 2 [The Employer]. Liability for consequential damage is limited to premeditation and gross negligence. Liability for injury to life, limb or health shall remain unaffected.

7 Insurance

7.1 INSURANCE

7.1.1 For the term of the Contract the Consultant shall take out at its own expense all insurance cover that is required and customary in order to insure its professional and personal risks, including as a minimum a professional liability insurance policy. On request by the Employer, the Consultant shall present proof of this insurance.

8 Disputes and Arbitration Procedure

8.1 ARBITRATION PROCEDURE

8.1.1 If the Parties do not reach amicable agreement, disputes arising out of or in connection with this Contract shall finally and exclusively be settled by a single arbitrator appointed and proceeding in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris. The place of arbitration and the language of the arbitration procedure shall be stipulated in the Special Conditions.

SPECIAL CONDITIONS

(the references refer to the respective paragraphs in the General Conditions)

Preamble

Project: **Community-based Sustainable Forest Management
for Water Resources Conservation (COSFOM) Project**

Ad 1.1 Applicable Regulations

Annex 2 [Remuneration and Invoicing].

Ad 1.2 Contractual Parties and Contacts

**Employer is Manipur Forest Department (MFD)
Manipur**

The Employer's contact person is Project Director, COSFOM
Address of Employer: Forest Headquarters, Sanjenthong
Imphal – 795001
Manipur, India
Phone: +91-385-2450165

Consultant is [●]

The Consultant's contact person [●]

Address of Consultant

Postal address: [●]

Email: [●]

Phone: [●]

Address of KfW:

Postal address Palmengartenstrasse 5 – 9
60325 Frankfurt / Germany

Email: info@kfw.de

Phone: +49 (69) 7431 - 0

Fax: +49 (69) 7431 - 2944

Ad 1.3 Language

³ Supplement to project title, if this is not sufficiently informative.

⁴ The KfW general address listed here should be supplemented or changed to include a project-specific address.

The language of the Contract is **English**.

Ad 1.4 Applicable Law

The law applicable to the Contract is **India**.

Ad 3.1 Service to be performed:

The contractual services of the Consultant are detailed in Annex 3 [Terms of Reference].

Ad 3.2 Reporting by Consultant

Annex 3[Terms of Reference] contains the relevant reporting specifications.

Ad 3.3 Key staff

The Consultant shall employ the staff specified in Annex 4 [Project-specific Provisions] for the performance of its services.

Ad 4.1 Commencement and Completion

Date of commencement: The date on which execution shall be commenced lies **1** weeks after the day on which the Contract comes into forces.

Completion date: Date of completion is **[●]** / Completion time is the period **2 Years**

Annex 4 contains a detailed schedule.

Ad 5.1 Remuneration (quarterly payment to be made on receipt work report and invoice)

For the services to be rendered by the Consultant under this Contract, the Employer shall pay the sum of

[●] in **[●]** currency]

("Order Value").

The Order Value is composed as follows:

Fixed fee: **[●]** in **[●]** currency]

Ancillary expenses lump sum **[●]** in **[●]** currency]

Ancillary expenses on proof **[●]** in **[●]** currency]

Annex 2 [Remuneration and Invoicing] contains a detailed breakdown.

The Order Value is exclusive of the following option(s) not commissioned:

Option **[●]** in **[●]** currency]

⁶ The euro should preferably be used as the currency.

⁷ Ancillary costs should be paid on a lump-sum basis wherever possible (e.g. monthly amount for office work, motor vehicle maintenance, reports, etc.).

⁸ Expenses should be billed at cost only in exceptional cases. The proofs must then be presented in list form.

Ad 5.2 Terms of payment (quarterly payment to be made)

The Consultant's remuneration shall be paid as follows:

☐ Currency advance payment

☐ Currency instalments

☐ Currency as final payment.

The Employer pays the Consultant's remuneration to the following account:

Bank: ☐ Account number: ☐

IBAN: ☐ BIC: ☐

The original invoices are to be submitted to the Employer. *[If invoicing on a time and materials basis: The completed Annex 2 [Remuneration and Invoicing] must be enclosed with the invoice.]*

The Consultant's invoices are to be made out to the Employer "c/o KfW". KfW shall receive the original invoice. A copy of the invoice shall be sent to the Employer directly. The original of the final invoice is to be sent to the Employer, KfW receives a copy.

Ad 8.1: Arbitration Procedure

The place of arbitration shall be **Imphal, Manipur, India**

As per the Arbitration law of India the Arbitration and Conciliation Act, 1996

The language of arbitration shall be **English**

(place, date)

(for the Employer)

(for the Employer)

(for the Consultant)

(for the Consultant)

⁹ For contract amounts under EUR 100,000 and for contractual terms of less than 6 months, an advance payment of 50% and a final payment of up to 50% of the contract amount are to be arranged. Calculation of advance payment: x% of the budget items 1-3 of Annex 1 [Offer sheet] and 100% of budget item 4 (contingency fund). There is *no provision* for an advance payment guarantee.

¹⁰ Instalments are to be made according to the progress of the Services, normally with a maximum of one payment per quarter.

Annex 1 - Declaration of Undertaking

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the pertinent Guidelines¹¹.

We also underscore the importance of adhering to minimum social standards ("Core Labour Standards") in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the India.

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the India.

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the client and KfW if this situation should occur at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding upon the client and/or KfW, the client is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

.....
(Place) (Date) (Name of company)

.....
(Signature(s))

¹¹ See "Guidelines for the Assignment of Consultants in German Financial Cooperation" and "Guidelines for the Award of Contracts for Supplies and Services in German Financial Cooperation"

BMZ No. 2015 70 340 (Accompanying Measure) and 2015 67 643 (Loan)

Project Community-based Sustainable Forest Management for Water Resources Conservation (COSFOM) Project

Schedule of Consulting Services / Period [●]

Invoice No. [●]

as contractually agreed						Invoicing			
Item ¹	Description ²	Unit ³	Quantity ⁴	Unit Rate ⁵ INR	Contract Sum ⁶ INR	Previous Cumulative Expenses ⁷ INR	This Invoice ⁸ No. (x) INR	Current Cumulative Expenses ⁹ INR	Remaining Budget ¹⁰ INR
1									
2									
3									
4									
5									
Total costs at actual - Contract Sum					0,00	0,00	0,00	0,00	0,00
						11	12	13	14
Advance Payment					0,00		0,00	0,00	0,00
Invoiced Amount							0,00		

Abbreviations and explanations:

¹ Reference according to cost sheet

² E.g. field personnel, travel costs

³ E.g. hours, days, month, flights, item

⁴ Numerical unit

⁵ Cost per unit

⁶ Contractually agreed price in total (quantity multiplied by unit rate)

⁷ Already invoiced/disbursed

⁸ Accounting / billing period

⁹ Previous cumulative expenses plus this invoice

¹⁰ Contract Sum minus Current Cumulative Expenses

¹¹ Advance Payment Amount (if applicable)

¹² Previous recovery

¹³ Current recovery

¹⁴ Total recovery (previous recovery plus current recovery)

¹⁵ To be recovered (Advance Payment minus total recovery)

Terms of Reference
(Finalised after Negotiation)

2 Project-specific Provisions

Key staff

Position	Name as per Evaluated CV	Qualification & Experience	Man-months
Supervisor	Xxx	Xxx	xxx