



## REQUEST FOR PROPOSAL (RFP)

For Conducting Baseline Survey Under KfW Funded Project “Forest and Biodiversity Management in the Himalaya”, Nagaland

### **German Financial Cooperation with India**

BMZ ID: 201667740

Method of Procurement: Under Fixed Cost Based Selection (FBS) Method

**Limited Competitive Bidding**

**June 2022**

**GOVERNMENT OF NAGALAND**  
**OFFICE OF THE PROJECT DIRECTOR**  
**FOREST AND BIODIVERSITY MANAGEMENT IN THE HIMALAYA, NAGALAND**  
Nagaland State Biodiversity Board, Government of Nagaland  
2nd Floor, Forest Office Complex, New Ministers Hill  
Kohima, Nagaland- 797001

**Notice to Preselected Organizations for Submitting**  
**Proposal/Bids for Conducting Baseline Survey**  
**German Financial Cooperation with India**

BMZ ID: 201667740

Date: 30/06/2022

Place: Kohima, Nagaland

From:

Project Director

KfW-Funded Project “Forest and Biodiversity Management in The Himalaya, Nagaland”,  
Nagaland State Biodiversity Board, Government of Nagaland, 2nd Floor, Forest Office  
Complex, New Ministers Hill, Kohima, Nagaland-797001

Email: [fbmp.kfw@gmail.com](mailto:fbmp.kfw@gmail.com)

Nagaland State Biodiversity Board (NSBB) is implementing 8 years KfW-funded project “Forest and Biodiversity Management in the Himalaya”, Nagaland with community participation for the management and conservation of Community Conserved Areas (CCAs).

1. Based on evaluation of Request for Credential (RFC) submitted, your organization has been qualified and selected for submitting Request for Proposal (RFP).
2. Project Director, Forest and Biodiversity Management in the Himalaya”, Nagaland invites Request for Proposal (RFP) from pre-selected organizations having support of professional staff, for conducting baseline study in selected 21 sample villages in 5 districts of Nagaland.
3. The RFP is being issued to select competent organization amongst the pre-selected organizations to undertake the study.
4. The financial bid should be submitted within the upper financial limit (29.52.00 lakhs) earmarked for the assignment.
5. Organisation submitting bid should have experience of undertaking similar assignments and at least INR 50.00 lakhs of annual turnover for last three years and incorporated/registered/established in India as corporate/society/company/ for minimum 7 years on the day of submitting RFP is eligible.
6. Organizations should have GST and PAN registration [To provide all Certificate of Registration including certificate of incorporation/evidence of establishment].
7. Average annual turnover of the organization for the last three financial years ending on 31st March 2021 should be equal to or greater than Rs. INR 50.00 lakhs.

8. Bidder is advised to go through the RFP Document and communicate their queries, if any, in writing through email (fbmp.kfw@gmail.com) before the pre-proposal meeting to be held on 08/07/22 at 12.00 pm. in the Office of the Project Director.
9. It will be the responsibility of the bidder to follow instructions, forms, terms and conditions including last date and time of submission of the bid.
10. Each bidder shall carefully examine the RFP and fully inform and satisfy itself as to all the terms and conditions and matters thereof. Failure to furnish any information required under the terms of the bid document may lead to rejection of the bid.
11. A qualifying bid will be one which conforms to all the terms and conditions of the RFP without material deviations. A proposal which does not meet qualifying criteria will be rejected and may not subsequently be made responsive by the bidder by correction/alteration of the non-conformity.
12. The proposal will be evaluated based on the information provided by the bidder.
13. The eligibility criteria will be first evaluated as defined in Request for Proposal for each bidder.
14. The bidder shall bear all costs associated with the preparation and submission of the bid.
15. The organization will finally be selected using One-envelope submission Fixed Budget-Based Selection (FBS).
16. Project Director, "Forest and Biodiversity Management in the Himalaya", Nagaland reserves the right to accept or reject any or all bids without incurring any obligation to inform the affected applicant/s of the grounds.

Sd/-

(Supongnukshi, IFS)  
**Project Director**

**GOVERNMENT OF NAGALAND  
OFFICE OF THE PROJECT DIRECTOR  
FOREST & BIODIVERSITY MANAGEMENT IN THE HIMALAYA,  
NAGALAND  
PROJECT, FUNDED BY KfW**

No. KfW/71/RFQ/2022/

Dated Kohima, 30.06. 2022

**Letter of Invitation**

**Project ID- 201667740**

Location: Kohima, Nagaland, India

Date: 30/06/2022

**To**

Dear Dr/Mr/Ms

.....  
.....

1. Project Management Unit, Forest and Biodiversity Management Project in the Himalaya, Nagaland , Nagaland State Biodiversity Board (NSBB) referred to as the “Employer” is acting as executing agency for the project “Forest and Biodiversity Management in the Himalaya” and intends to engage a Consultant for which this Request for Proposal is issued. KfW provides financing for the project; any payments are subject to the underlying financing arrangements and no party other than the Employer shall derive any rights from or have any claims to the proceeds of it.
2. The Employer now invites Bids to provide the following consulting services (hereinafter called “Services”): BASELINE SURVEY. More details on the Services are provided in the Terms of Reference (Section VII).
3. This Request for Proposal is being sent for the selection of suitable Organisations/Institutes/Firms.
4. An Organisations/Institutes/Firms will be selected in accordance with the procedures described in the KfW Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries, which can be found on the website [www.kfw-entwicklungsbank.de](http://www.kfw-entwicklungsbank.de).
5. The RFP includes the following Sections:

## **Part-I. Tendering Procedures:**

Section I – Instructions to Consultants (ITC)

Section II – Data Sheet

Section III – Technical Proposal - Standard Forms

Section IV – Financial Proposal - Standard Forms

Section V – Eligibility Criteria

Section VI – KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

## Part-II. Term of Reference:

Section VII – Terms of Reference

## Part-III. – Contract Form:

Section VIII –Contract for Consulting Services

6. Organization can download the RFP documents free of cost from the website link given below:

*(forest.nagaland.gov.in)*

7. The RFP, comprising a Technical and Financial Proposal, in one sealed envelope quoting “Baseline Survey” as reference, should reach on or before specified date and time on prescribed address.
8. Details on the **RFP** submission date, time and address are provided in **ITC 15.7**.
9. A Pre-proposal submission meeting will be held on the date, time and place notified in Notice Inviting Request for Proposals.
10. Project Management Unit 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.
11. Please inform us by 05/07/22, in writing by email to the PROJECT DIRECTOR, KFW-FUNDED PROJECT “FOREST AND BIODIVERSITY MANAGEMENT IN THE HIMALAYA, NAGALAND”, Nagaland State Biodiversity Board, Government of Nagaland, 2nd Floor, Forest Office Complex, New Ministers Hill, Kohima, Nagaland-797001, by E-mail : [fbmp.kfw@gmail.com](mailto:fbmp.kfw@gmail.com)
- (a) that you have received this Letter of Invitation; and
- (b) whether you intend to submit a Proposal
12. Details on the Proposal’s submission date, time and address are provided in **ITC 15.7**.

Sd/-

(Supongnukshi, IFS)

**Project Director,**

**Forest & Biodiversity Management in the Himalaya, Nagaland**

**German Financial Cooperation with India**

**Project: Forest and Biodiversity Management in the Himalaya,  
Nagaland**

**Request for Proposal**

**for**

**Consulting Services for Conducting Baseline Survey**

**Employer: Project Management Unit, Forest and Biodiversity Management  
in the Himalaya, Nagaland Project**

**Nagaland State Biodiversity Board, Government of Nagaland, 2nd Floor,  
Forest Office Complex, New Ministers Hill, Kohima, Nagaland-797001**

**June 2022**

**Project ID: 201667740**

# **PART 1 – TENDERING PROCEDURES**

## **Section I. Instructions to Consultants**

*[This Section 1 - Instructions to Consultants (ITC) shall not be modified. Any changes needed to address specific country and project conditions, to supplement, but not over-write, the provisions of the ITC, shall be introduced through the Data Sheet only.]*

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## **Section I. Instructions to Consultants**

### **A. General Provisions**

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## 1. Scope of Proposals and Definitions

1.1 The Employer named in the **Data Sheet** intends to select a Consultant in accordance with the method of selection specified in the **Data Sheet**.

The following three selection methods can be distinguished in this one- stage RfP:

- a) **Two-envelope submission Quality and Cost-Based Selection (QCBS)**, which attributes a weight to the Technical Proposal and to the Financial Proposal as indicated in the **Data Sheet** and is the standard method.
- b) **One-envelope submission Fixed Budget-Based Selection (FBS)**, which attributes 100 % weight to the Technical Proposal and 0 % to the Financial Proposal, provided the Financial Proposal is within the available budget. The available budget is indicated in the **Data Sheet**. This selection method is appropriate only when the assignment is simple and can be precisely defined and when the budget is fixed. This selection method is most useful in the case of small studies and simple services.
- c) **One-envelope submission Least Cost-Based Selection (LCS)**, in which the Contract is awarded to the lowest-priced, substantially responsive Proposal. This selection method may only be envisaged for standard, non-complex Consulting Services of limited cost (e.g. translation work, audits).

1.2 Throughout these Request for Proposal the following definitions apply:

- (a) “Affiliate(s)” means an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Employer’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) “Consultant” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Employer under a Contract. The terms “Consultant” and “Bidder” are used in this document interchangeably.
- (d) “Contract” means a legally binding written agreement signed between the Employer and the Consultant, which includes all the attached documents listed in its Clause 1 (the General Conditions (GC), the Special Conditions (SC), and the Appendices).
- (e) “**Data Sheet**” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement the provisions of the ITC. In case of conflict between the ITC and the **Data Sheet**, the **Data Sheet** shall prevail.
- (f) “Day” means a calendar day.
- (g) “Employer” means the contracting party that legally concludes the Contract for the Services with the selected Consultant. The term Employer may be used interchangeably with the term Project Executing Agency.
- (h) “Experts” means, collectively, Key Experts, other experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (i) “Government” means the government of the Employer’s country.
- (j) “Guidelines” means Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries available at [https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/Vergaberichtlinien-2019-Englisch-Internet\\_2.pdf](https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/Vergaberichtlinien-2019-Englisch-Internet_2.pdf).
- (k) “ITC” (Section 2 of this RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the

members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Contract. The terms Joint Venture and Consortium can be used interchangeably.

- (m) “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 taken into account in the technical evaluation of the Consultant’s **Proposal**.
- (n) “LOI” (Section 1 of this RFP) means the Letter of Invitation being sent by the Employer to the shortlisted Consultants.
- (o) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (p) “RFP” means the Request for Proposals to be prepared by the Employer for the selection of Consultants.
- (q) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (r) “Sub-consultant” means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Employer during the performance of the Contract.
- (s) “TOR” (Section VII of this RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.

1.3 The preselected Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

1.4 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is at the Consultants’ expense.

1.5 The Employer will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

## 2. Source of Funds, Responsibilities

2.1 The Employer as indicated in the **Data Sheet** has applied or received financing (hereinafter called “funds”) from KfW or, if KfW is the Employer, has allocated funds towards the cost of the project named in the **Data Sheet**. The Employer intends to apply a portion or all the funds to eligible payments under the contract(s) resulting from this procurement process.

The following clause applies only if KfW is not the Employer:

2.2 The procurement process is the responsibility of the Employer. KfW shall verify that the procurement process is fair, transparent, economical, free of discrimination and according to the provisions in this document. KfW exercises its monitoring function based on the contractual arrangements with the Employer and the Applicable Guidelines detailing the requirement for KfW’s approval and no objection. No contractual relationship between KfW and any third party shall be deemed to exist other than with the Employer.

## 3. Sanctionable Practice

3.1 KfW requires compliance with its policy regarding Sanctionable Practice as defined and set forth in Section VI.

3.2 In further pursuance of this policy, Consultants shall permit and shall cause its agents to provide information and permit KfW or an agent appointed by KfW to inspect on site all accounts, records and other documents relating to bid submission and contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW.

## 4. Eligible Consultants and Eligible Materials, Equipment, and Services

4.1 A Consultant may be a firm that is a private entity or a government-owned entity — subject to ITC 4.3.

4.2 It is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the requirements of eligibility and conflict of interest as established hereunder.

4.3 KfW’s eligibility criteria to bid are described in Section V, Eligibility Criteria.

4.4 This tendering procedure is open only to preselected Consultants.

4.5 A Consultant shall provide such evidence of eligibility satisfactory to the Employer, as specified in Clause 4.3 or as the Employer shall reasonably request.

4.6 The materials, equipment and services to be supplied under the Contract and financed by the KfW may have their origin in any country subject to the restrictions specified in Section V, Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions. At the Employer’s request, Consultants may be required to provide evidence of the origin of materials, equipment and services.

## 5. Conflict of Interest

5.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Employer's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.

5.2 Bidders shall be disqualified if they:

- (a) are an affiliate controlled by the Employer or a shareholder controlling the Employer, unless the stemming conflict of interest has been fully resolved;
- (b) have a business or a family relationship with an Employer's staff involved in the tender process or the supervision of the resulting Contract, unless the stemming conflict of interest has been fully resolved;
- (c) are controlled by or do control another Bidder or are under common control with another Bidder, receive from or grant subsidies directly or indirectly to another Bidder, have the same legal representative as another Bidder, maintain direct or indirect contacts with another Bidder which allow them to have or give access to information contained in the respective applications, to influence them or influence the decisions of the Employer;
- (d) are engaged in a services activity which, by its nature, may conflict with the assignment that they would carry out for the Employer;
- (e) were directly involved in drawing up the terms of reference or other relevant information for the tender process. This shall not apply to consultants who have produced preparatory studies for the project or who were involved in a preceding project phase, insofar as the information they prepared, especially feasibility studies, was made available to all Bidders and the preparation of the terms of reference was not part of the activity.
- (f) were during the last 12 months prior to publication of the tender process indirectly or directly linked to the project in question through employment as a staff member or advisor to the Employer and are or were able in this connection to influence the award of contract.
- (g) are state-owned entities, which are not able to provide evidence that (a) they are legally and financially autonomous and (b) they do operate under commercial laws and regulations.

5.3 The Consultant has an obligation to disclose to the Employer any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Employer. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

## 6. Unfair Competitive Advantage

6.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question or have otherwise been involved in the preparation of this tender procedure. To that end the Employer shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultants any unfair competitive advantage over competing Consultants. Subject to aforementioned provision Consultants who have produced preparatory studies for the assignment or who were involved in the preceding phase may participate, except when they have prepared the Terms of Reference.

## B. Preparation of Proposals

7. General Considerations	<p>7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail.</p> <p>7.2 A substantially responsive Proposal is one that conforms to the terms, conditions, and specifications of the RFP without material deviation or reservation which are likely to jeopardize the achievement of the objective of this assignment. A material deviation or reservation is one that:</p> <ul style="list-style-type: none"> <li>a) affects in any substantial way the scope, quality, or performance of the Services; or</li> <li>b) limits in any substantial way, inconsistent with the RFP, the Employer's rights or the Consultant's obligations under the Contract; or</li> <li>c) if rectified would unfairly affect the competitive position of other Consultants presenting substantially responsive Proposals.</li> </ul>
8. Cost of Preparation of Proposal	<p>8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Employer 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 Consultant.</p>
9. Documents Comprising the Proposal	<p>9.1 The Proposal shall include a Declaration of Undertaking in the format provided in Form TECH-1 (Section III) along with the Technical and the Financial Proposal. The individual documents and forms comprising the Proposal are enlisted in the <b>Data Sheet</b> (see Clause 20.1 and 20.2).</p> <p>9.2 In case Consultants are required to demonstrate their qualification, the <b>Data Sheet</b> (see Clause 20.2) will determine which qualification documents have to be submitted as well as any other documents and forms to be submitted.</p> <p>9.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section IV).</p>
10. Proposal Validity	<p>10.1 The validity period shall be 3 (three) months. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>10.2 A replacement of Key Experts in the initial Proposal validity period is acceptable only for duly justified reasons beyond the control of the Consultant (e.g. sickness or accident). The Consultant shall propose an alternative expert with an equal or better qualification. If the replacement Key Expert's qualification is not equal or better than the qualification of the initial candidate or the justification for replacement is unsubstantiated the Proposal shall be rejected.</p>
Extension of Validity Period	<p>10.3 The Employer will make its best effort to complete the evaluation within the Proposal's validity period. However, should the need arise, the Employer may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity period.</p> <p>10.4 If the Consultant agrees to extend the validity period of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p> <p>10.5 The Consultant has the right to refuse to extend the validity period of its Proposal in which case such Proposal will not be further evaluated.</p>
Substitution of Key Experts at	<p>10.6 If any of the Key Experts becomes unavailable during the extended validity period, the Consultant shall provide a written substitution request to the Employer.</p>

Validity  
Extension

10.7 The replacement Key Expert shall have equal or better qualifications than the Key Expert being replaced. If the Consultant fails to provide a replacement Key Expert with equal or better qualification, such a Proposal will be rejected.

10.8 Substitution requests shall not delay the evaluation process.

## 11. Clarification and Amendment of RFP

11.1 The Consultant may request a clarification of any part of the RFP until the deadline indicated in the **Data Sheet**. Any request for clarification must be sent in writing, or by standard electronic means, to the Employer's address indicated in the **Data Sheet**. The Employer will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants not later than ten (10) days prior to the deadline for the submission of Proposals. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

11.1.1 At any time before the Proposal submission deadline, the Employer may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them.

11.1.2 If the amendment is substantial, the Employer may extend the Proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

11.2 The Consultant 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.

## 12. Preparation of Proposals – Specific Considerations

12.1 While preparing the Proposal, the Consultant must give particular attention to the provisions in the **Data Sheet**.

12.2 If stipulated in the **Data Sheet** a basic eligibility and qualification assessment will be carried out to establish the Consultant's general capability to perform the requested services as a prerequisite to qualify for technical evaluation. The Consultant shall submit the Qualification Form(s) as stipulated in the **Data Sheet**.

12.3 If required in the **Data Sheet**, the Consultant shall include in its Proposal at least the minimum time-input (in the same units) required from the Key Experts. If the Consultant includes a lower time input, the Employer shall adjust the respective Financial Proposal to make it comparable with the other Proposals in accordance with the method in the **Data Sheet**.

## 13. Technical Proposal Format and Content

13.1 In a two-envelope procedure (here: QCBS only) the Technical Proposal shall not include financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

13.2 The Consultant shall not propose Key Experts inconsistent with the Key Experts profiles described in the TOR (Section VII). Only one CV shall be submitted for each Key Expert position.

13.3 The Technical Proposal shall be prepared using the Standard Forms provided in Section III of this RFP.

## 14. Financial Proposal

14.1 The Consultant shall submit a Financial Proposal based on the requirements as described in the TOR (Section VII) and considering the remuneration mode as specified in the **Data Sheet**. If a contract period is provided in the **Data Sheet** the Consultant shall assume this contract period in the preparation of the Financial Proposal. The Financial Proposal shall contain the information and be structured as detailed in the **Data Sheet** and in Section IV.

Taxes

14.2 Tax liabilities and public duties in connection with the Contract will be reimbursed upon documentary evidence. In case KfW is the Employer, and the Consultant is a German

resident the applicable German VAT must be applied and shown separately in the financial proposal.

Currency of  
Proposal

14.3 The Consultant shall calculate the Financial Proposal for its Services in INR unless otherwise permitted in the **Data Sheet**.

Currency of  
Payment and  
Payment  
Conditions

14.4 Payments under the Contract shall be made in INR unless otherwise stated in the **Data Sheet**.

14.5 The Consultant shall calculate the Financial Proposal on the basis of the general payment conditions as per model Contract for consulting services attached under Section VIII if not otherwise stated in the **Data Sheet**.

Contributions by  
the Employer

14.6 The Consultant shall assume in the financial Proposal that the Employer shall make the following contributions:

14.6.1 provide the Consultant with all the information, documents, maps, aerial photographs etc. in his possession and necessary for the completion of his services, free of charge, for the duration of the project;

14.6.2 provide other support and contributions as stipulated in the **Data Sheet**.



## C. Submission, Opening and Evaluation

### 15. Submission, Sealing, and Marking of Proposals

15.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 9 (Documents Comprising Proposal). The submission can be done by mail (postal or courier service) or by hand unless otherwise stipulated in the **Data Sheet**.

15.2 The authorized representative of the Consultant according to ITC 4.1. shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal.

15.3 Any modifications, revisions, interlineations, erasures or overwriting shall be valid only if they are signed or initialized by the persons signing the Proposal.

15.4 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.

15.5 The original and all the copies of the Proposal shall be submitted and sealed as indicated in the **Data Sheet**. If the envelopes and packages with the Proposal are not sealed and marked as required in the **Data Sheet**, the Employer will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

15.6 The original of the Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received after the deadline shall be declared late and rejected, and promptly returned unopened. The timely receipt of the original of the Proposal at the address and date indicated in the **Data Sheet** is decisive for the timely submission of the Proposal.

15.7 The Consultant may be requested to send additional copies of the Proposal to other recipients as indicated in the **Data Sheet**. In this case the same requirements for envelopes and packages apply as for the original of the Proposal. The receipt of such copies shall not be decisive for the timely submission.

### 16. Confidentiality

16.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant shall not contact the Employer 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 Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Contract is awarded.

16.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Employer in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

## 17. Opening of Proposals

17.1 The Employer's evaluation committee shall proceed with the opening of the Proposals shortly after the submission deadline as indicated in the **Data Sheet** and establish and sign an opening protocol as per ITC 17.4.

17.2 The Employer's evaluation committee shall be composed of at least two members unless otherwise detailed in the **Data Sheet**. If a tender agent conducts the selection procedure on behalf of the Employer as indicated in the **Data Sheet** the opening of Proposals shall be done by the tender agent in presence of a witness and both shall sign the opening protocol as per ITC 17.4

17.3 In case of QCBS the envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITC 20. In case of FBS and LCS the Financial Proposal will be opened together with the Technical Proposal.

17.4 At the opening of the Proposals the following shall be recorded in the opening protocol: (i) the name and business address of the Consultant; (ii) the presence or absence of a Financial Proposal submitted in compliance with the packing requirements described in ITC 15; (iii) the presence or absence of the signed Declaration of Undertaking (TECH-1), (iv) a bid validity compliant with ITC 12.1; (v) any modifications to the Proposal submitted prior to the Proposal submission deadline; and (v) any other information deemed appropriate or as indicated in the **Data Sheet**.

Quality and Cost-based Selection - QCBS

17.5 In case of QCBS opening of the envelopes containing the Financial Proposal is subject to the acceptance of the Technical Evaluation Report and follows the stipulations of ITC 20. The Opening Protocol shall contain the following information: (i) the name of the Consultant; (ii) the scoring as per the technical evaluation; (iii) the read-out price; (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

## 18. General aspects of Evaluation

18.1 The evaluation of the Proposals shall be conducted in conformity with the provisions below. The individual evaluation steps and their sequence are depending on the form of submission and selection method chosen. This RfP differentiates between the selection methods as specified in ITC 1.1 and the detailed evaluation steps will be presented in ITC 20.2 to 20.4.

- a) In case of a two-envelope submission QCBS the detailed evaluation steps will be presented in ITC 20.2
- b) In case of a one-envelope submission FBS the detailed evaluation steps will be presented in ITC 20.3.
- c) In case of a one-envelope submission LCS the detailed evaluation steps will be presented in ITC 20.4.

The selection method applicable for this tender is determined in the **Data Sheet**

18.2 The evaluation report(s) shall include all clarifications with Consultants during the evaluation and be signed by all members of the Evaluation committee, pursuant to ITC 17.2.

18.3 The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted in accordance with ITC 10.6. While evaluating the Proposals, the Employer will conduct the evaluation only on the basis of the submitted Technical and Financial Proposals.

18.4 Services or items that the Consultant is required to offer as an option as per the TOR shall not be included in the technical and financial evaluation, unless otherwise explicitly stated in the **Data Sheet**.

18.5 Alternative offers will not be taken into consideration unless permitted in the **Data Sheet**.

## 19. Evaluation methods

19.1 The Employer shall evaluate the Technical Proposals based on the evaluation criteria set out in the **Data Sheet**.

19.2 If indicated in the **Data Sheet** evaluation will be based on a scoring system. Then, for the purposes of scoring individual sub-criteria the following qualitative approach may be applied:

- a) 100% of the max. score: Excellent, no errors or omissions at all are noted. Exhaustive, conclusive, comprehensive, precise and further leading suggestion / idea / offering with respect to the sub-criterion.
- b) 75% of the max. score: Good, minimal errors or omissions noted. Exhaustive, conclusive, comprehensive and precise with respect to the sub-criterion.
- c) 50% of the max. score: Unsatisfactory, major errors or omissions noted not comprising the fulfilment of the sub-criterion, basically meets the requirement of the respective sub-criterion.
- d) 25% of the max. score: Poor, major errors or omissions are noted comprising the fulfilment of the sub-criterion, substantially deviates from or indicates misunderstanding of the requirement of the respective sub-criterion.
- e) 0 % of the max. score: Insufficient / Fail, does not meet the requirement of the respective sub-criterion at all or does not provide any information regarding the requirement of the sub-criterion.

A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 20.2 b)/20.3 b).

19.3 A proposal is considered responsive if it complies with the minimum requirements as defined in the **Data Sheet**. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum requirements as defined in the **Data Sheet**.

## 20. Evaluation steps and sequence

### Quality and Cost-based Selection - QCBS

20.1 Generally, as a first evaluation step all proposals will be checked for administrative compliance as per ITC 10.1. A proposal that is not substantially responsive to the requirements as set out in the **Data Sheet** shall be rejected. In particular, any proposal lacking the following documents shall be considered not substantially responsive:

- a) Signed Declaration of Undertaking (Form TECH-1)

Bidders which fail to include a signed Declaration of Undertaking in their proposals will be excluded from further evaluation. In case of QCBS their financial proposals will be returned unopened once the tender has been concluded. The proposals of all other bidders will be evaluated as per the criteria and/or scoring system determined in the **Data Sheet**.

20.2 In case of a two-envelope submission **QCBS** the following evaluation steps will be carried out in the sequence presented below:

- a) If qualification criteria are determined in the **Data Sheet** the evaluation of the technical proposals will begin with assessing the bidder's qualification based on criteria set out in the **Data Sheet** and the information presented in the Qualification Forms. Bidders which could not establish full compliance with the qualification criteria will be excluded from further evaluation and their financial proposals returned unopened once the tender has been concluded. The technical proposals of all other bidders will be evaluated as per the criteria and scoring system determined in the **Data Sheet**.
- b) Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 20.2 b. A technical proposal that is not substantially responsive to the requirements as set out in the **Data Sheet** shall be rejected.
- c) The technical evaluation will be presented in a report. Financial opening and evaluation may only resume once the technical evaluation report has been approved by the Employer and KfW, if KfW is not the Employer.
- d) The Financial Proposals of those Consultants which are in compliance with ITC 20.1 and are determined technically substantially responsive as per ITC 20.2 shall be opened. The Financial Proposals of those Consultants below the minimum score shall not be opened and returned unopened after completing the selection process and Contract signing. The opening of the Financial Proposals shall be done in accordance with ITC 17.2 and ITC 17.5. The Financial Proposals shall be assessed using the total price after correcting any arithmetical errors and strictly following the stipulations of ITC 23.
- e) The financial evaluation will be presented in a Combined Evaluation report of Technical and Financial Proposals to be approved by the Employer and KfW, if KfW is not the Employer.

The Proposal Score shall be calculated as per the formula presented in 20.5.

The Consultant with the highest Proposal Score shall be declared the winner and invited for negotiations.

### Fixed Budget-based Selection – FBS

20.3 In case of a one-envelope submission **FBS** the following evaluation steps will be carried out in the sequence presented below:

- a) Evaluation will begin with reading out the total prices of all proposals. Eligible for evaluation are only those proposals which are within the available budget as indicated in the **Data Sheet**. All proposals exceeding the available budget will be excluded from further evaluation. In order to determine financial responsiveness evaluation of the financial proposals will strictly follow the instructions as per ITC 21.
- b) If qualification criteria are determined in the **Data Sheet** the evaluation of the financially responsive technical proposals will begin with assessing the bidder's

qualification based on criteria set in the **Data Sheet** and the information presented in the Qualification Forms. Bidders which could not establish full compliance with the qualification criteria will be excluded from further evaluation. The technical proposals of all other bidders will be evaluated as per the criteria and scoring system determined in the **Data Sheet**.

- c) Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 20.3 b). A technical proposal that is not substantially responsive to the requirements as set out in the **Data Sheet** shall be rejected.
- d) The evaluation will be presented in a report to be approved by the Employer and KfW, if KfW is not the Employer.
- e) The Proposal Score shall be calculated as per the formula presented in 20.5.

The Consultant with the highest Technical Score shall be declared the winner and invited for negotiations.

#### Least Cost-based Selection - LCS

20.4 In case of a one-envelope submission **LCS** the following evaluation steps will be carried out in the sequence presented below:

- a) Evaluation will begin with reading out the total prices of all proposals and checking for arithmetical correctness as specified in ITC 21.
- b) The lowest corrected price bid will be evaluated as per the pass and fail criteria set out in the **Data Sheet**. All other proposals will be neglected at this stage. If the lowest corrected price bid is determined technically responsive evaluation will be stopped and the bidder proposed to be awarded the contract.

If the lowest corrected price bid is determined technically unresponsive it will be excluded from further evaluation and the evaluation process will resume with the second lowest corrected price bid.

- c) The evaluation will be presented in a report to be approved by the Employer and KfW, if KfW is not the Employer.

The Consultant with the lowest corrected and technically responsive financial bid shall be declared the winner and invited for negotiations.

20.5 The Proposal Score shall be calculated as per the following formula:

The weights given to the Technical (T) and Financial (F) Proposals are as indicated in the **Data Sheet**.

The weighted technical score is calculated as follows:

$PT = WT * T$ , with

PT = weighted technical score (points) of a technical Proposal,

T = technical score (points) as per technical evaluation,

WT = weight of the technical Proposal (in percent)

The weighted financial score is calculated as follows

$PF = WF * Co/C$ , with

PF = financial score (points) of a financial Proposal,

C = evaluated price of the financial Proposal,

Co = lowest evaluated price of all financial Proposals.

and the overall score is calculated as:

$P = PF + PT$ .

## 21. Evaluation of Financial Proposals

### Time Based contracts

21.1 The Financial Proposals shall be assessed using the total price after correcting any arithmetical errors.

21.2 If a Time-Based contract form is included in the RFP, the Employer's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the prices if they fail to reflect the duration of the contract in accordance with ITC 14.1., and (c) adjust the prices if they fail to reflect all inputs, which, in accordance with the RFP have to be indicated and priced separately, using the highest rates for the corresponding items indicated in the Financial Proposals of competing Bids, determined to be responsive in accordance with ITC 7.2. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Employer's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

### Lump Sum contracts

21.3 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, therefore no price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

21.4 Notwithstanding the above, the offered price may be adjusted for Other Cost items which are to be offered separately to allow for comparison, if such items are not offered as per instructions in 14.1. in the **Data Sheet**.

## 22. Employer's Right to Reject All Proposals

22.1 The Employer reserves the right to annul the bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Consultants.

## D. Negotiations and Award

## 23. Negotiations

23.1 The Employer shall conduct contract negotiations with the Consultant whose bid has been ranked highest.

23.2 The Employer shall prepare minutes of negotiations, which shall be signed by the Employer and the Consultant's authorized representative.

### Availability of Key Experts

23.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 10 of the ITC. Failure to confirm the Key Experts' availability shall result in the rejection of the Consultant's Proposal, in which case the Employer shall proceed to negotiate the Contract with the next-ranked Consultant.

23.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period specified in the invitation announcement to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

### Technical Negotiations

23.5 The scope of the contract negotiations shall be limited to the following points:

- a) clarifying the work and the methods to be used, where necessary adjusting the staffing schedule;
- b) clarifying any counterpart services to be provided by the Employer.

Such negotiations shall be limited to items identified in the evaluation report and shall not be subject to material changes.

#### Financial Negotiations

23.6 Fees and unit prices for incidental costs and for all services that were to be offered on a lump-sum basis pursuant to the invitation to tender are in principle not subject to negotiation, as they were already taken into account during the evaluation of the Financial Proposal.

23.7 All terms and conditions of the Contract, including the payment schedule, shall be strictly in accordance with the terms and conditions set out in the contract form provided in Section VIII. For the avoidance of doubt, the Contract terms and conditions shall not be subject to any material changes in the course of negotiations.

### 24. Conclusion of Negotiations

24.1 The negotiations are concluded with a review of the finalized draft Contract.

24.2 If the negotiations fail, the Employer shall inform the Consultant immediately in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Employer shall terminate the negotiations informing the Consultant of the reasons for doing so and invite the next-ranked Consultant to negotiate the Contract. Once the Employer commences negotiations with the next-ranked Consultant, the Employer shall not reopen the earlier negotiations.

### 25. Award of Contract, Information of Consultants

25.1 After completing the negotiations with the Consultant, the Employer shall promptly inform all preselected Consultants on the outcome of the selection procedure. The information sent to the Consultants shall contain the name and the contract amount of the winning Consultant, the combined Proposal Score/Result of the winner and the respective Consultant.

25.2 In case a Consultant requests additional information on the result of the evaluation in writing to the Employer, the Employer shall promptly provide a debriefing to the Consultant informing on the weaknesses of the Proposal in relation to the winning Consultant. No additional information shall be disclosed.

The following clause applies only if KfW is not the Employer:

25.3 Subject to KfW's approval to the draft Contract the Employer shall sign the Contract. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.



## Section II - Data Sheet- Fixed Cost Based Selection (FBS)

<b>A. General</b>	
<b>ITC Clause Reference</b>	
<b>1.1</b>	<b>The Employer is Project Management Unit, Forest and Biodiversity Management in the Himalaya, Nagaland Project, Nagaland State Biodiversity Board, Government of Nagaland</b>
<b>1.1 a)</b>	<b>The selection method is Fixed Budget Based Selection (FBS)</b>
<b>1.2 (b)</b>	<b>Country: India</b>
<b>1.3</b>	The name of the assignment is “Baseline Survey”
<b>1.4</b>	A pre proposal conference will be held on 08.07.2022 at 12.00 hrs. at Project Management Unit, Forest and Biodiversity Management in the Himalaya, Nagaland Project, Nagaland State Biodiversity Board, Government of Nagaland, 2nd Floor, Forest Office Complex, New Ministers Hill, Kohima, Nagaland-797001
<b>1.5</b>	The Employer will provide the following inputs to facilitate the preparation of the Proposals: Back ground information on project, other relevant available information, address clarification raised by bidders etc.
<b>6.1</b>	Bidders will not be allowed to follow unfair practices to prepare proposal. Employer will treat each bidder equally while sharing relevant information/data/report.
<b>B. Preparation of Proposals</b>	
<b>11.1</b>	<p>The deadline for clarifications by Consultants is 07 days from the date of issue of RFP</p> <p>Clarifications requests shall be addressed to the following:</p> <p style="text-align: center;">PROJECT DIRECTOR, KFW-FUNDED PROJECT “FOREST AND BIODIVERSITY MANAGEMENT IN THE HIMALAYA, NAGALAND”, Nagaland State Biodiversity Board, Government of Nagaland, 2nd Floor, Forest Office Complex, New Ministers Hill, Kohima, Nagaland-797001, by E-mail : <a href="mailto:fbmp.kfw@gmail.com">fbmp.kfw@gmail.com</a>.</p>



<b>12.1.</b> <i>FBS</i>	<p>The total available budget for the assignment is INR 29,52, 000</p> <p>The Consultant is required to calculate its Financial Proposal based on its own professional judgement and experience. Proposals exceeding the available budget may however be disqualified from further evaluation.</p>

<b>12.2</b>	“An eligibility and qualification assessment is carried out based on the criteria listed in table ITC 20.3, below.”
<b>12.3</b>	The Consultant shall include in its Proposal at least the minimum time-input (in the same units) required from the Key Experts
<b>14.1</b>	<p>The contract period shall be of <i>5 months from the day of signing of the agreement</i></p> <p>The Financial Proposal shall be calculated under the assumption that services will be remunerated on a lump sum basis.</p> <p>The Consultant shall present its Financial Proposal according to Form FIN-1 Financial Proposal – Cost Breakdown.</p>
<b>14.3</b>	The Consultant is to express its Financial Proposal in INR only
<b>14.5.</b>	The payment conditions as per the model contract (Section VIII) apply).
<b>14.6</b>	The employer will provide the Consultant with all the available information, documents, maps, aerial photograph etc. in his possession and necessary for the completion of his services, free of charge, for the duration of the project; Employer may also issue letters to PIA at District level, Line departments at State level to provide all necessary information to the consultants

### C. Submission, Opening and Evaluation

<b>15.4</b>	<p>The Consultant shall submit the Proposal as follows:</p> <p>(a) Technical Proposal: one (1) original and <i>two</i> (2) copies, each as hard copy;</p> <p>(b) Financial Proposal: one (1) original and <i>two</i> (2) copies, each as hard copy.</p>
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	/Each original and copy of the Technical and Financial Proposal shall include a soft copy as unalterable and printable PDF file on CD or DVD disk, marked accordingly./
<b>15.5</b> <i>FBS</i>	The original and all copies of Technical and Financial Proposals shall be placed into one envelope and sealed. This envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "Do Not Open Before <i>[insert the time and date of the submission deadline indicated in ITC 15.6, below]</i> ".
<b>15.6</b>	<p>The deadline for the submission of Proposals shall be <i>[21/07/2022, at 15.00.00 hrs. IST]</i>.</p> <p>The original of the Proposal shall be submitted at the following address:</p> <p>PROJECT DIRECTOR, KFW-FUNDED PROJECT "FOREST AND BIODIVERSITY MANAGEMENT IN THE HIMALAYA, NAGALAND", Nagaland State Biodiversity Board, Government of Nagaland, 2nd Floor, Forest Office Complex, New Ministers Hill, Kohima, Nagaland-797001.</p> <p>"The Consultant shall be prepared to send additional copies of the Technical and Financial Proposal to the recipients mentioned below immediately <u>after</u> the opening of the respective part of the Proposal took place and upon request by email or fax."</p>
<b>17.1</b>	<p>The opening of the Proposals will take place <i>[25/07/at 12.00.00 hrs IST]</i> at <i>Project Management Unit, Forest and Biodiversity Management in The Himalaya, Nagaland Project, Nagaland State Biodiversity Board, Government of Nagaland, 2nd Floor, Forest Office Complex, New Ministers Hill, Kohima, Nagaland-797001</i></p> <p><i>[Note: the opening of the Proposals should take place shortly after the submission deadline indicated in 15.6.]</i></p>
<b>17.2</b>	The Employer's evaluation committee is composed of <i>the Project Director (FBMP), Secretary, Forest, GoN, Deputy Director (Finance and Administration, FBMP) and one representative of PMC. The evaluation committee shall be chaired by the Project Director or Secretary Forest, as the case may be. Chairman will supervise the process and methods of conducting fair evaluation including ensuring confidentiality.</i>
<b>17.4 (v)</b>	In addition to the information required under items (i) to (iv) the read-out prices shall be included in the opening protocol.
<b>18.4</b>	"Not applicable".
<b>18.5</b>	"Not applicable"

**20.3 b)**  
**FBS**

*The qualification of the candidates need to be assessed during the tender procedure, the requirements should be listed in the table below. The assesment shall be pass / fail.]*

<i>Qualification of the Bidder</i>	<i>Pass/Fail</i>				
<p><u>Financial Capability</u></p> <p>The Bidder shall demonstrate the financial capacity as per form QUAL-1 and comply with the minimum requirment below:</p> <table border="1" data-bbox="339 562 1086 891"> <tr> <th data-bbox="339 562 475 689">Criterio n</th><th data-bbox="475 562 1086 689">Requirement</th></tr> <tr> <td data-bbox="339 689 475 891">Turnov er annuall y</td><td data-bbox="475 689 1086 891">Minimum turnover (50.00 lakhs INR ) _____ (minimum average turn-over for the last three years)</td></tr> </table> <p>Type of document required: QUAL-1 Financial Capacity</p>	Criterio n	Requirement	Turnov er annuall y	Minimum turnover (50.00 lakhs INR ) _____ (minimum average turn-over for the last three years)	
Criterio n	Requirement				
Turnov er annuall y	Minimum turnover (50.00 lakhs INR ) _____ (minimum average turn-over for the last three years)				
<p><u>Project Experience</u></p> <p>The Consultant is requested to prove his past project experience by including minimum 3 references of similar projects completed during the past 1 – 10 years in the format presented in QUAL-2. References will be considered similar if they meet the following requirements:</p> <p><i>Comparable Contract Size: Contract size of each assignment should be more or equalt to 10.00 lakh per assignment .</i></p> <p><i>Scope of Services:</i> The baseline survey will collect qualitative and/or quantitative data, including data on key indicators on socio-economic, natural resources, envioronmental and social aspects etc. for a sample of selected project villages amongst 70 project villages from all 12 CCAs in the 7 conservation landscapes under 5 districts. Project specific monitoring and impact indicators shall be part of the scope of baseline survey <i>and</i></p> <p><i>Regional Experience: Experience in Northeast/ Nagaland required.</i></p> <p><i>References as Subcontractors: References as subcontractors are acceptable</i></p> <p>Type of document required: QUAL-2 Project Experience</p>					

	[(Consultant may wish to include project completion certificate/s from the employer for whom services were provided and completed )			
20.3 c) FBS	The technical evaluation shall be carried out based on the following criteria and point system. No additional criteria or sub-criteria than those indicated in the RFP shall be used for the evaluation of the Technical Proposal.			
	Technical Proposal			Score
	1.	Concept and methodology		35
	1.1	Clarity and completeness of the tender	5	
	1.2	Critical analysis of the project objectives and the Terms of Reference (TOR)	10	
	1.3	Proposed concepts and methods	20	
	2.	Qualifications of proposed staff		65
	2.1	Team leader / project manager	30	
	2.2	Other Key staff to be employed on the project	30	
	2.3	Personnel in the home office who will monitor and control the team, and provide back-up services	5	
	Total (maximum)			100
	Type of Document to be submitted:			Required (yes/no)
	TECH-1 Declaration of Undertaking			yes
	TECH-2 Comments or Suggestions on the TOR and Counterpart Staff			Not compulsory
	TECH-3 Description of the Approach, Methodology, and Work Plan			yes
	TECH-4 Work Schedule			yes
	TECH-5 Personnel Schedule			yes

<b>20.5</b> <i>FBS</i>	The weights given to the Technical (T) and Financial (F) Proposals are as following: $W_T = 100 \%$ , and $W_F = 0 \%$
	<b>D. Negotiations and Award</b>
<b>25.3</b>	The expected commencement date of the assignment is <i>[20/09/2022, in Tuensang, Kohima , Paren, Wokha, Mokokchung districts of Nagaland]</i>

### Section III. Technical Proposal – Standard Forms

FORM	DESCRIPTION	<i>Page Limit</i>
GF 1	General Information of Firm	2
QUAL-1	Financial Capability	2
QUAL-2	Project Experience	6
TECH-1	Declaration of Undertaking	3
TECH-2	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Employer.	<i>half</i>
TECH-3	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	6
TECH-4	Work Schedule (Tasks and Activities Bar Chart)	1
TECH-5	Personnel Schedule (Bar Chart) and attached Curriculum Vitae (CV)	Personnel Schedule Bar Chart 1 page and each CV 6 pages

**GF I- GENERAL INFORMATION OF FIRM**

<b>Sl. No.</b>	<b>Particulars</b>
1	Name of the Organization:
2	Communication and Office Address of the Organization
	Premise/House/Building Name and No.:
	Street/Road:
	Subdivision: Town:
	P.O.: Pin Code:
	District:
	Email: Telephone Number (land line):
	Mobile No.: Fax. No.:
3	Name of the Authorised Person:
4	Position/Post of the Authorised Person:
5	Address of the Agency's HQ / Registered Office
	Premise/House/Building Name and No.:
	Street/Road:
	Subdivision: Town:
	P.O.: Pin Code:
	District:
	Email: Telephone Number (land line):
	Mobile No.:
	Type of organization (Society, Cooperative Society, Company etc.):
	Date and Year of Registration (enclose certificate):
	Nature of activities carried out by the Organization (provide description up to one page):
	PAN No. (enclose copy of PAN Card ):
	TAN No. (enclose copy of PAN Card ):
	GST registration no. (Copy of certificate to be enclosed):

## FORM QUAL-1

### FINANCIAL CAPACITY STATEMENT

*[This table is provided for illustrative purposes only. Adjust the table to reflect the financial capability requirements set out in accordance with ITC 14.1.1 a)]*

Financial data	2 years before last year <sup>2</sup> INR	Year before last year INR	Last year INR	Average <sup>3</sup> INR
Annual turnover <sup>4</sup>				

Note: Provide the Annual turnover for the Financial Years 2018-19, 2019-20 and 2020-21, supported by audited statements.

If annual accounts are not yet available for the last year, please provide latest estimates or provisional figures. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, please provide an explanation of the change as a footnote to the table).

Natural persons who cannot present a balance sheet due to their legal status shall provide appropriate information (profit and loss statement, bank letter, etc.).

#### Note:

<sup>2</sup> Last year = last accounting year for which the entity's accounts have been closed.

<sup>3</sup> Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

<sup>4</sup> The gross inflow of economic benefits (cash, receivables, other assets) generated from the ordinary operating activities of the enterprise (such as sales of goods, sales of Services, interest, royalties, and dividends) during the year.



**FORM QUAL-2**  
**PROJECT EXPERIENCE**

Ref no:	Project title							
Name of legal entity (declaring Consultant)	Project Country	Overall project value (INR)*	Proportion carried out by the legal entity (%)*	Provided staff input (person months)	Name of client	Origin of funding	Dates (start / end)	Name of JV members, if any
...	...	...	...	...	...	...	...	...
Detailed description of project (background, objectives and main activities)						Services provided by the legal entity for the project		
...						...		

\* If the overall project value refers to overall project cost inclusive of Consulting Services, please indicate the consulting fee separately. The portion carried out by the legal entity refers to that figure.

## Section III - Technical Proposal Standard Forms

### FORM TECH-1

#### DECLARATION OF UNDERTAKING

Reference name of the Application/Offer/Contract:

("Contract")<sup>1</sup>

To:

**The Project Director**

**Forest and Biodiversity Management in the Himalaya, Nagaland**

**Nagaland State Biodiversity Board, Government of Nagaland**

**2nd Floor, Forest Office Complex, New Ministers Hill**

**1. Kohima, Nagaland- 797001**

We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")<sup>2</sup>, Nagaland State Biodiversity Board subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA (Nagaland State Biodiversity Board) retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.

**2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:**

2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;

2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;

2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country( India) or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);

2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged, and dispute resolution is still pending or has not confirmed a full settlement against us;

<sup>5</sup> Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

<sup>6</sup> The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

- 2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country (India) where we are constituted or the PEA's country (India) ;
- 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or
- 2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
- 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
- 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
- 3.5) in the case of procurement of Works, Plant or Goods:
- i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
  - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:
- 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
- 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
- 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards,

consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation<sup>3</sup> (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of<sup>4</sup>: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

<sup>7</sup>In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

<sup>8</sup> In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

## **FORM TECH- 2**

### **COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE EMPLOYER**

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*[Form TECH-1: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Employer, including: administrative support, office space, local transportation, equipment, data, etc.]*

#### **A - On the Terms of Reference**

*[The Consultant is explicitly encouraged to present a detailed critical analysis and the Consultant's interpretation of the project's objectives and the TOR. This might encompass critical comments and doubts about the suitability, consistency and feasibility of individual aspects and the concept as a whole, if any. The methodology suggested must take constructive account of these.]*

#### **B - On Counterpart Staff and Facilities**

*[May mention types of support required from the client to facilitate baseline survey and complete assignment as. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any.]*

### FORM TECH-3

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

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*[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, if the Terms of Reference specify training as a specific component of the assignment. The texts and information should be compiled and presented in a way that is related to the project. Consultants shall refrain from long explanations in the style of a textbook. The presentation of diagrams, tables and graphics is preferred. The suggested structure of the Technical Proposal below provides guidance. In any case it shall be adjusted to the requirements of the assignment and could be limited to a) – c) or less for small and less complex assignments.]*

- a) **Technical Approach and Methodology** Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), 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. The Consultant is explicitly encouraged not to repeat the TOR in here but to show the suitability of his concept in regard to the TOR and his comments made on these. Describe technical approach and provide detailed methodology for the study which should include suggested sample size, selection criteria and selection process, tools and methods to be used etc.) (Use maximum 5 pages in A4 size).
- b) **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 Employer), 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. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the work schedule form.
- c) **Organization and Staffing** Please describe the structure and composition of your team, including the list of the Key Experts, other experts and relevant technical and administrative support staff. Responsibilities within the project team have to be defined. Please include an organisation chart showing the Consultant's internal organisation as well as the interactions with the Employer as well as with other stakeholders. The Consultant is encouraged to include junior staff in his team subject to available guidance within a team headed by senior professional staff and application of adequate rates. If certain tasks are not exclusively performed at site, the Consultant has to describe how the execution and co-operation between site and home office staff is assured.
- d) **Back-up Services** Please describe the envisaged backstopping by the home office for the team working locally on technical and administrative questions that could arise during project implementation as well as for the controlling and monitoring of the work.
- e) **Quality Control and Management** Please outline the procedures for quality control management of services (reports, documents, drawings), including those prepared by associates, sub-consultants and local partners, before submission to the Employer. Plain reference to ISO 9001 is not considered to be adequate.
- f) **Logistics** Please describe the planned logistics and facilities for the execution of the services.

## FORM TECH-4 (INDICATIVE FORMAT)

### WORK SCHEDULE (TASKS AND ACTIVITIES BAR CHART)

N°	Tasks <sup>1</sup> (T-..)						TOTAL
		1	2	3	4	5	
<b>T-1</b>	<i>[e.g., Task #1: Report A</i>						
	<i>1) data collection</i>						
	<i>2) drafting</i>						
	<i>3) inception report</i>						
	<i>4) incorporating comments</i>						
	<i>5) .....</i>						
	<i>6) delivery of final report to Employer]</i>						
<b>T-2</b>	<i>[e.g., Task #2:.....]</i>						
<b>n</b>							

1. List the tasks with the breakdown for activities, deliverables and other benchmarks such as the Employer's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks 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.
- 5.
- 6.

**FORM TECH-5 (INDICATIVE FORMAT)**  
**PERSONNEL SCHEDULE (BAR CHART)**

N°	Name	Position		Months <sup>1 2</sup>												Total time-input <sup>3</sup> (in person-months)		
				1	2	3	4	5	6	7	8	9	.....	n	International	National/ Local	Total	
<b>KEY EXPERTS</b>																		
<b>K-1</b>	<i>[e.g., Mr/Mrs. A]</i>	<i>[e.g., Team Leader]</i>	Home Field															
<b>K-2</b>																		
<b>K-3</b>																		
<b>n</b>																		
<b>Subtotal:</b>																		
<b>OTHER EXPERTS</b>																		
<b>E-1</b>			<i>[Home]</i> <i>[Field]</i>															
<b>E-2</b>																		
<b>n</b>																		
<b>Subtotal:</b>																		
<b>Total:</b>																		

1 Months are counted from the start of the assignment/mobilization.

2 "Home" means work in the office in the expert's country/state of residence. "Field" work means work carried out in the Employer's place or outside the expert's country/state of residence.

3 "One Working" day means a minimum of 8 hours spent in a day.



Full time input

Part time input



## FORM TECH-5 (CONTINUED)

### CURRICULUM VITAE (CV)

<b>Position Title and No.</b>	<i>[e.g., K-1, TEAM LEADER]</i>
<b>Name of Expert:</b>	<i>[Insert full name]</i>
<b>Date of Birth:</b>	<i>[day/month/year]</i>
<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 info for references	State/ Country	Summary of activities performed relevant to the Assignment
<i>[e.g., May 2005-present]</i>	<i>[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../ e-mail.....; Mr/Mrs B, deputy minister]</i>		

**Membership in Professional Associations and Publications:**

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**Adequacy for the Assignment:**

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
<i>[List all deliverables/tasks as in TECH- 5 in which the Expert will be involved]</i>	

**Note:** Curriculum Vitae of Team Leader, Subject Experts, and others (attach separately).

CVs of each team members from the organization's own organization who will be part of the team or hired for this assignment should be attached separately. Each CV should be of maximum 6 pages. Only CVs of Team Leader, Subject Experts will be evaluated. Please enclose CVs of those only who will be available for this assignment

## Section IV. Financial Proposal - Standard Forms

*[The Financial Proposal Standard Forms below shall be used for the preparation of the Financial Proposal according to the instructions provided therein and in Section II unless otherwise indicated in 14.1 of the **Data Sheet**.]*

### FORM FIN-1 FINANCIAL PROPOSAL – COST BREAKDOWN

*[The tables below shall be adjusted as appropriate by adding or deleting cost items and / or by reducing the degree of detail.]*

#### Model for Financial Proposal – Overall Cost Breakdown

As per **Data Sheet** clause 14.3 the prices in our Financial Proposal are expressed in:

[INR]

As per **Data Sheet** clause 14.1 our services are offered on a *[bidder to tick relevant box]*

<b>Lump sum contract</b>	<input checked="checked" type="checkbox"/>	basis	<b>Time based contract</b>	<input type="checkbox"/>	basis
--------------------------	--	-------	----------------------------	--------------------------	-------

In case of a lump sum contract the cost overview and cost details presented hereafter are to be understood to demonstrate the basis for the financial calculation but not as basis for invoicing at actual quantities or actual cost. However, independently of the remuneration mode indicated above, Other Cost items (8) Equipment (NA) and 9 Miscellaneous Cost) are offered for remuneration as per requirement in clause 14.1 of the **Data Sheet**.

#### Basic Services (as per TOR)

SUMMARY	Sum
1. – Foreign staff cost	NA
2. – Local/National staff cost	
3. – Allowance and accommodation	
Sub-Total – Staff cost	
4. - International travel costs	NA
5. – Local travel & transport cost	
6. – Project office	
7. – Reports and documents	
Sub-Total Logistics and transport	
<b>Total – Fees, transport and logistics</b>	
8. - Equipment cost	NA
9. - Miscellaneous cost*	NA
<b>Total – Other cost</b>	

<b>Overall – Fees, Transport, Logistics and Other Cost</b> (net, exclusive of taxes and duties)	
--	--

#### Duties and Taxes

*[In case the ITC requests the Bidder to offer services exclusive of taxes and duties, the bidder shall indicate the amount of local taxes and duties applicable for the services.]*

<b>Overall – Fees, Transport, Logistics and Other Cost</b> (inclusive of taxes and duties)	
---	--

#### Optional Services, Alternative Proposal (Not Applicable)

## Detailed Cost Calculation

Detailed Cost Calculation – Fees, Transport, Logistics				
1. Foreign Staff Cost	Unit	Quantity	Lump sum unit rate	Amount
1.1 Team Leader	month	...NA	NA	NA
1.2 NN	month	...NA	NA	NA
1.3 ...	month	...NA	NA	NA
Sub-total Foreign staff				
2. Local Staff/National Staff Cost (incl. allowances and accommodation, see explanation)				
2.1 Teeam Leader	month	...		
2.2 ...	month	...		
Sub-total Local staff				
3. Allowance, Accommodation, Complementary Travel Costs for Foreign Staff				
3.1 Allowance, accommodation - Long-term staff	month	...NA	NA	NA
3.2 Allowance, accommodation - Short-term staff	month	...NA	NA	NA
Sub-total Allowance and accommodation				
4. International Travel				
4.1 International return flights	flight	...NA	NA	NA
4.2 Complementary travel costs	flight	...NA	NA	NA
4.3 .... other international flights	flight	...NA	NA	NA
Sub-Total International flights				
5. Local Travel & Transport Cost				
5.1 Vehicle lease/rent or use of own vehicles	month	...		
5.2 Vehicle O&M incl. driver, insurance, repair	month	NA	NA	NA
5.3 Other local transport (short-term, peak)	day	NA...	NA	NA
5.4 Local flights	flight	...NA	NA	NA
Sub-total Local transport				
6. Project Office				
6.1 Office rent	month	...NA	NA	NA
6.2 Office operation	month	...NA	NA	NA
Sub-total Project office				
7. Reports and Documents				
7.1 ... (Type of reports/documents to be stated)	/doc	...		
7.2 ...	...	...		
Sub-total Reports and documents				
Other Cost – Lump sum unit rate basis	Unit	Quantity	Lum sum unit Rate	Amount
8. Equipment**				
8.1 Office equipment	...NA	...NA	NA	NA
8.2 Project vehicles	...NA	...NA	NA	NA
8.2 Other. equip. to be handed over/consumed	...NA	...NA	NA	NA
Sub-Total Total Equipment				
Other Cost – Remuneration at actual cost				Provisional Amount
9. Miscellaneous Items**				
9.1 Other miscellaneous items/services				
9.2 Security measures: NA				NA
9.3 General contingencies				
Sub-Total Total Miscellaneous items/services				

### [Explanations on Other Cost

For certain items the mode of remuneration can be independent of the contract mode (lump sum contract, time based contract) and organized in two ways:

#### A) Remuneration on lump sum unit rate basis

This can be applied for cost items which are not included in items 1 – 7 and which the Consultant is required to supply or deliver separately during the performance of the Contract. Only commercially available cost items for which an estimate in terms of quantity can be made in advance should be taken into account (see examples under 8.

Equipment in the table above). The Consultant will be required to offer lump sum unit rates for such items for the requested quantity and the remuneration will be according to the actual quantity delivered/consumed and the lump sum unit rate.

*B) Remuneration at actual cost*

*This is appropriate for cost items which are identifiable but which are due to their nature difficult to calculate or to determine in advance. For example the cost of specialized geographical surveys, specialized drill services, security measures are generally difficult to estimate in advance (see 9. Miscellaneous Cost in the table above). In such cases it is advisable to foresee a provisional amount either proposed by the Consultant in its Financial Offer or the Consultant is required by the Employer to take into account a predefined provisional amount in its offer. This could also include an item for general contingencies for unforeseen expenses. In order to avoid distortion of the financial evaluation the Employer must take care by either excluding such cost from financial evaluation or by applying the same amount in each proposal for the purpose of financial evaluation, independent of the amount possibly proposed by the Consultant. Before concluding the Contract or during Contract performance the details for such items will be further specified. Remuneration of such cost items will be at actual cost occurred against poof of evidence.*

*The table above for Equipment and Miscellaneous cost items is made up according to these explanations. However, this should be understood as guidance and the table may be modified if required in the project context. In any case the requirements on Equipment and Miscellaneous cost items as per clause 14.1 of the Data Sheet need to be reflected in the table.]*

NA means Not Applicable : there is no need to fill up column indicated as “NA”

## Section V. Eligibility Criteria

### Eligibility in KfW-Financed Procurement

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.
2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:
  - 2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;
  - 2.2 have been
    - (a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
    - (b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country(India) or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;
  - 2.3 have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged, and the dispute resolution is still pending or has not confirmed a full settlement against them;
  - 2.4 have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the PEA's country (India);
  - 2.5 are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank's website or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or
  - 2.6 have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to KfW's satisfaction, through all relevant documents, including its charter and other information KfW may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial

enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

#### 4. Additional Eligibility Criteria:

4.1 Bidder should have minimum of 7 years ~~minimum~~ experience of undertaking similar assignments on the day of submitting RFP, preferably working experience in Nagaland/ Northeast states.

4.2 Organization should have at least INR 50.00 lakh INR of average annual turnover for last three years on the day of submitting RFP.

4.3 Bidder should be incorporated/registered in India as corporate/society/company for minimum 7 years on the day of submitting RFP.

4.4 Valid possession of PAN/TAN, GST registration.

## Section VI. KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

### 1. Sanctionable Practice

The PEA and the Contractors (including all members of a Joint Venture and proposed or engaged Subcontractors) must observe the highest standard of ethics during the Tender Process and performance of the Contract.

By signing the Declaration of Undertaking the Contractors declare that (i) they did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and the corresponding Award of Contract to the PEA's detriment, and that (ii) in case of being awarded a Contract they will not engage in any Sanctionable Practice.

Moreover, KfW requires to include in the Contracts a provision pursuant to which Contractors must permit KfW and in case of financing by the European Union also to European institutions having competence under European law to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the Contract, and to have them audited by auditors appointed by KfW.

KfW reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;
- (b) declare misprocurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

KfW defines, for the purposes of this provision, the terms set forth below as follows:

<b>Coercive Practice</b>	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
<b>Collusive Practice</b>	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
<b>Corrupt Practice</b>	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.
<b>Fraudulent Practice</b>	Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.

**Obstructive Practice** Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.

**Sanctionable Practice** Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

## **2. Social and Environmental Responsibility**

Projects financed in whole or partly in the framework of Financial Cooperation have to ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender-based violence) Contractors in KfW-financed projects shall consequently undertake in the respective Contracts to:

- (a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation<sup>5</sup> (ILO) and international environmental treaties and;
  - (b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.
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# PART 2 – TERMS OF REFERENCE

## Section VII. Terms of Reference (ToR)

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## INTRODUCTION

The baseline survey will collect qualitative and/or quantitative data prior to the commencement of project activities in order to track the project's achievements in meeting its objectives and monitoring progress and will also be useful for undertaking rigorous impact evaluations for the project.

The Baseline survey will comprise PRA / PLUP tools (e.g., population mapping, community resource mapping, land use mapping), as well as semi-quantitative household questionnaires, Key informant interviews and Focus Groups Discussions. The gathered data will be used a) as baseline for project indicators, b) to support micro-planning (especially PRA resource mapping) and c) for environmental and social impact assessment and development of appropriate mitigation measures in the context of ESMF and CEPF.

The baseline survey will collect data on key indicators for a sample of selected project villages amongst 70 project villages from all 12 CCAs in the 7 conservation landscapes.

### 1. BACKGROUND

The **Problem** that the Project aims to address is halting the process of fragmentation of biodiversity rich undisturbed continuous forests at landscape level in Nagaland. Since most of the recorded forest area in Nagaland is under community, private and clan ownership (92%), and little forest area is under government control (8%), it was essential to involve the community organizations as an important stake-holder in the project design in addition to the government authorities. Further, community conserved biodiversity-rich areas became obvious targets of management for reconnecting the forest fragments, related ecosystems and habitats across the villages, tribes, ecosystems, and landscapes.

Economic development, growing population, and increasing demand for land and natural resources are the drivers that put pressure on continuous biodiversity-rich undisturbed forested landscapes and ecosystems leading to their fragmentation. Fragmented and degraded ecosystems are not resilient anymore to deliver the ecosystem services, and this will be accentuated further with adverse impacts of climate change. Unsustainable shifting cultivation (*jhum*), logging, hunting and collection of wild plants have led several plant and animal species to become extinct or threatened in recent years.

Realizing the importance of conservation of these forests, many Village Councils (VCs) have formally declared these forests as Community Conserved Areas (CCAs). Although these community conservation measures are impressive, only 8% of the total CCA Committees have been formed with more than one village. For continuous landscape level CCA formation, it is required that conservation goes beyond village boundaries. However, the community managed protected area network at landscape level remains a big challenge. Although highly enthusiastic and motivated, the CCA Committee members do not have required technical knowledge and resources to sustainably manage the CCAs. Intertribal communication and cooperation for forest conservation at landscape level is almost absent. Dependency of villagers on forests in Nagaland is remarkably high and it needs to be reduced through livelihood diversification.

To meet the expectation of the people associated with these self-initiated CCAs and to sustain their efforts, the capacity of the CCA committee members for CCA conservation needs to be improved and investments made to sustain the current novel conservation efforts at landscape level.

**Project area:** The proposed project focuses on landscape and waterscape level connectivity. The land-scape for the project was considered as a contiguous geographical land unit or water unit in case of water-scape, that people use the resources based on an agreed land use plan among the concerned stakeholders. The landscape level management is defined from a conservation perspective and is restricted to landscapes with existing CCAs and which have the scope for enhancing conservation by connecting the existing CCAs. The landscapes were preselected by the government of Nagaland based on the primary criterion of biodiversity rich community conserved areas. The other criteria considered were:

- (i) where *jhum* and other major threats had already been solved by the communities.
- (ii) the conservation of biodiversity rich areas could be planned at landscape level emphasizing the continuity/connectivity of CCAs.

One exception to these criteria was consideration of the CCAs/proposed CCAs where human-elephant conflicts are acute. The inclusion of these sites needs to be reassessed.

Project is being implemented in 5 districts covering 70 villages within 12 Community Conservation Areas (CCAs) under 7 Landscapes of Nagaland . The detail is provided below:

#### List of Districts, Landscapes (L), CCAs/Forest Range and Villages

No.	VILLAGE	DISTRICT	CCA/ Range	PIA
	<b>L-1: Stream-scape</b>			
1	Old Helipong	Tuensang	Huke-Yungnyu CCA	NEPED
2	New Helipong	Tuensang	Huke-Yungnyu CCA	NEPED
3	Ngangpong	Tuensang	Huke-Yungnyu CCA	NEPED
4	Chingmelen	Tuensang	Huke-Yungnyu CCA	NEPED
5	Sotokur	Tuensang	Huke-Yungnyu CCA	NEPED
6	Sangphur	Tuensang	Langake CCA	NEPED
7	Chassir	Tuensang	Langake CCA	NEPED
8	Y-Anner	Tuensang	Langake CCA	NEPED
9	Langa	Tuensang	Langake CCA	NEPED
10	Kiusowongto	Tuensang	Langake CCA	NEPED
	<b>L-2:Naga national heritage parks</b>			
11	Mezoma	Kohima	KNTCS CAA	NEPED
12	Khonoma	Kohima	KNTCS CAA	NEPED
13	Benreu (Mt. Pauna CCA)	Peren	Mt.Pauna CCA	NEPED
14	Punglwa	Peren	Mt.Pauna CCA	NEPED
15	Ngwalwa	Peren	Mt.Pauna CCA	NEPED
16	Heningkunglwa	Peren	Mt.Pauna CCA	NEPED
17	Old Chalkot	Peren	Mt.Pauna CCA	NEPED
18	Songlhuh	Peren	Mt.Pauna CCA	NEPED
19	Inbung	Peren	Mt.Pauna CCA	NEPED
20	Bongkolong	Peren	Mt.Pauna CCA	NEPED

21	Beisumpui	Peren	Mt.Pauna CCA	NEPED
22	New Beisumpui	Peren	Mt.Pauna CCA	NEPED
23	Old Jalukie	Peren	Jalukie Range	FD
24	Deukwaram	Peren	Jalukie Range	FD
25	Lamhai	Peren	Jalukie Range	FD
26	Dunki	Peren	Jalukie Range	FD
27	Lekieram	Peren	Jalukie Range	FD
	<b>L-3:: Peri-urban water supply watershed</b>			
28	Kohima Village	Kohima	Kohima Range	FD
29	Jotsoma	Kohima	Kohima Range	FD
30	Mima	Kohima	Kohima Range	FD
31	Mitelephe	Kohima	Kohima Range	FD
32	New Kigwema	Kohima	Kohima Range	FD
	<b>L-4:Reduced Human-Animal Conflict through enhanced conservation programs</b>			
33	Ashaa	Wokha	Baghty Range	FD
34	Makharung	Wokha	Baghty Range	FD
35	Yanthanro	Wokha	Baghty Range	FD
36	Esanphenyan	Wokha	Baghty Range	FD
37	Mhayam	Wokha	Baghty Range	FD
38	Kheli	Wokha	Baghty Range	FD
39	Ronren	Wokha	Doyang Beat	FD
40	Thillong	Wokha	Doyang Beat	FD
41	Thenyayan	Wokha	Doyang Beat	FD
	<b>L-5:Biodiversity Conservation Stretch</b>			
42	Nukshiyim	Mokokchung	Chantongya Beat	FD
43	Changtongya Old	Mokokchung	Chantongya Beat	FD
44	Unger	Mokokchung	Chantongya Beat	FD
45	Akhoia	Mokokchung	Chantongya Beat	FD
	<b>L-6:Reduced HEC through expanding of Conservation area</b>			
46	Khar	Mokokchung	Mangkolemba Beat	FD
47	Mongchen	Mokokchung	Mangkolemba Beat	FD
48	Dibuia	Mokokchung	Mangkolemba Beat	FD
49	Waromung	Mokokchung	Mangkolemba Beat	FD
50	Alongkima	Mokokchung	Mangkolemba Beat	FD
	<b>L-7:Enhanced Ecosystem services through Conservation.</b>			
51	Kejok	Tuensang	Sanglekong CCA	NEPED
52	Hakchang	Tuensang	Sanglekong CCA	NEPED
53	Maksha	Tuensang	Sanglekong CCA	NEPED
54	Sangsanyu	Tuensang	Sanglekong CCA	NEPED
55	Keshai	Tuensang	Sanglekong CCA	NEPED
56	Nyimyem	Tuensang	Sanglekong CCA	NEPED

57	Konya	Tuensang	Sanglekong CCA	NEPED
58	Chingmei	Tuensang	Chingmei Ngakuson CCA	NEPED
59	New Chingmei	Tuensang	Chingmei Ngakuson CCA	NEPED
60	Waoshu	Tuensang	Chingmei Ngakuson CCA	NEPED
61	Tanknyu	Tuensang	Chingmei Ngakuson CCA	NEPED
62	C Saddle	Tuensang	Chingmei Ngakuson CCA	NEPED
63	Yimpang	Tuensang	Chingmei Ngakuson CCA	NEPED
64	Nakshou	Tuensang	Tuensang Range	FD
65	Haak	Tuensang	Tuensang Range	FD
66	Yali	Tuensang	Tuensang Range	FD
67	Saouchou	Tuensang	Tuensang Range	FD
68	Bhumpak	Tuensang	Tuensang Range	FD
69	Lokong	Tuensang	Tuensang Range	FD
70	Momching	Tuensang	Tuensang Range	FD

NEPD refers to Nagaland Empowerment of People through Economic Development (PIA)

FD refers to Department of Environment, Forests and Climate Change (PIA)

**Module objective** (outcome) of the project is:

*Effective and sustainable management of Community Conserved Areas (CCAs) in selected landscapes in Nagaland for improved connectivity and conservation of biodiversity, while supporting forest dependent communities in their livelihoods.*

The indicators to achieve the project objective are:

1. Increased connectivity of CCAs at landscape level (xxx ha of connected CCA area)
2. Increase in the no. of selected CCAs/ CCA networks officially recognized as National Heritage or other forms of international/national recognition
3. The behavior of the target groups reflects improved attitudes towards conservation and habitat requirements in the targeted CCAs
4. Change in income patterns of targeted households reflecting sustainable livelihood practices

The outcome will be achieved with the following outputs:

**Output 1:**

*Adaptive conservation planning at the village, CCA and landscape level is strengthened*

**Output 2:**

*Biodiversity in selected landscapes is effectively managed by community-based institutions according to the plans developed*

**Output 3:**

*Improved livelihoods and income opportunities of the communities in the targeted areas are based on conservation principles*

**Output 4:**

*Capacity in biodiversity conservation of the different stakeholders is strengthened*

Output indicators and suitable methodological tools for baseline assessment are summarized in the chapter Indicators from Logframe.

## 2. OVERVIEW OF THE SURVEY

The overview section describes the main purpose of the baseline survey and outlines the key responsibilities expected of the consultant. The baseline survey is expected to be used for mid-term and end-term impact evaluations and must cover the relevant project indicators as per the logframe. It shall also be used for micro-planning of village activities and constitute the first step of the Participatory Livelihood Approach implemented in the project villages. The baseline survey will further establish the baseline for the Environmental and Social Assessments presented in the ESMF and CEPF.

### **Overall responsibilities of the consultant include:**

#### **A) Participatory mapping at village level:**

- (1) Introduction of the project and the survey tasks to the village communities and permission to undertake the survey
- (2) Organize participation at mapping exercise
- (3) Ensure participation of natural resource users
- (4) Inclusion of women and representatives of vulnerable groups
- (5) Carry out the mapping activities and document results
- (6) Provide digitalized maps covering:
  - Village Mapping incl. boundaries, habitations, ethnic, caste and socio-economic status / poverty
  - Land use mapping incl. land uses and ownership status, incl. types of cultivation/main crops;
  - Livestock grazing areas;
  - Natural Resource Use mapping (incl. Water Resources, Firewood, NTFP)
  - Protected Areas (CCAs); Village Forests
  - Biodiversity Mapping, Habitats and Human Wildlife Conflict (HWC) Areas
  - Risk Area Mapping Natural Hazards, disputed terrains / social conflicts
  - Institutional Mapping, village institutions, projects, SHGs etc.

#### **B) Household Questionnaire Development and Survey:**

- (1) Develop the exact sample frame for the household questionnaire
- (2) Design the baseline survey questionnaires, covering the topics of the guidance
- (3) Test the questionnaires
- (4) Discuss the results of questionnaires and analysis with project team (CTA / ACTA / PD)
- (5) Incorporate changes into the questionnaires after testing
- (6) Get approval of the questionnaire by CTA / ACTA / Project Director or any committee formed.
- (7) Arrange for the questionnaires to be translated into relevant languages
- (8) Hire and train the field supervisors and enumerators

- (9) Plan the field work logistics
- (10) Conduct a pilot survey and revise the questionnaire based on the findings of the pilot survey
- (11) Prepare survey implementation and questionnaire documentation, e.g., enumerator supervision manuals, etc.
- (12) Supervise survey implementation and ensure quality control
- (13) Develop the data entry program, supervise the project database, and arrange for data cleaning and entry
- (14) Analyse and report the findings of the survey and provide datasets and final documentation of survey results.

### **C) Focus group Discussions (FGD) and Key Stakeholder Interviews (KSI)**

- Preparation of tool for Qualitative Survey
- Testing of tools
- Discussing the results of the tools
- Approval of tools by CTA / ACTA / PD
- Carry out FGDs and KSI to gather qualitative information and gain more precise understanding of institutional issues at the village level, potential challenges and conflicts from the perspective of the interview partners and to collect livelihood development priorities related to sustainable land & resource use.
- FGD shall include men and women as well as indigenous groups. Women may be interviewed in separate groups (e.g., SHG etc.) to gain understanding of specific women perspectives on resource use and recommendations.
- Documentation of FGD and KSI results through detailed minutes of meeting (MoM) which present the relevant statements made by stakeholders.

## **3. SPECIFIC SURVEY TASKS OF THE CONSULTANT**

### **a) SAMPLE SELECTION**

Selected villages will be sampled for the survey. Sampled villages may surveyed using participatory survey methods like PRA tools such as transect walk, resource mapping, institutional mapping, wealth ranking , dependency of community on forest biodiversity, power-interest mapping etc. It will be important to ensure participation and adequate representation of vulnerable groups including poor, indigenous peoples, women, youth, old-aged and disabled community members. The results (and the process) will be documented in detail and digitalized for further use in planning and assessment.

Representative sample will be selected considering 7 Landscapes, 12 CCAs and 70 villages. Accordingly, households will also be sampled. A 100% survey is not possible due to financial constraints and interview numbers will be too small to achieve fully representative results that would allow inter village comparison. At the level of the entire project area a representative result will be attempted (household questionnaires). Sample selection will ensure adequate representation of the above-mentioned groups and include the criteria of economic well-being, in order to select households of different economic status (e.g., not only land-owners, but women also headed



households etc.). The demographic and socio-economic profiles gathered with the household survey will be triangulated with existing statistical socio-economic data on district level. This combination will then constitute the baseline chapters (on selected topics) to be used for measuring project progress at mid-term and after project completion.

The environmental and social baseline will be used for the environmental assessment that will be part of the ESMF. The identification of environmental concerns and risks (e.g., landslides, flooding, water supply etc) and community development priorities by the target groups will be essential for impact assessment and design of adequate mitigation measures.

Focus Group discussions and Key stakeholder interviews will be used to identify concerns (e.g., environmental / social), assess potential risks, existing community priorities and expectations. The information gathered will be used to triangulate / qualify the survey data. Selection of participants in focus groups shall ensure inclusion of the above-mentioned target groups. It shall be ensured that the concerns and priorities of vulnerable groups etc. (as mentioned above) are expressed and listened to.

Consultant will design the sample and representative of the targeted beneficiaries.

Sample size should be 30% of 70 project villages, i.e. 21 villages.

**Representative responsibilities of the consultant include:**

- Recommend the appropriate sample design, which involves developing the sampling methodology (sampling stages, strata etc.), the sample frames, the system for selecting the sampling units, sampling weights, sample size, and the procedures for calculation of expansion factors.
- Construct the sample weights and provide documentation on the methodology to construct the weights.
- Create plans for implementing the sample design and train staff to implement the sample design.
- Purposive Stratified sampling of the household will have to be done so as cover different categories is one of the methods of sampling in such a scenario.

**b) DATA COLLECTION**

The survey will include a combination of structured and less structured, quantitative and qualitative methods that will be put into relation to each other for the specific socio-economic and environmental context.

It is useful to refer to the Log-frame annex of the Project Document, which describes data collection and reporting for each outcome and result indicators. For follow-up studies, it is important to ensure that data collection methods used by these studies are consistent with the methods used in the baseline survey to the extent possible. Certain aspects of the studies that need to be consistent include (i) sampling methodology and location, (ii) definition of important groups, and (iii) questionnaires including how specific questions are asked.

The baseline sub-chapters shall start by presenting the official statistical data at district level and then provide the quantitative data of the household survey and the participatory maps developed in PRA



exercises from the sample communities. Potential differences between various sources of information are discussed.

Community concerns, risk assessments and development priorities mentioned during Focus Groups, Key Stakeholder interviews, PRA exercises and Household Questionnaires will be analysed to develop the basis for micro-planning of project activities and mitigation measures for the project ESMF.

### c) IMPLEMENTING THE SURVEY

This section of the ToR outlines responsibilities of the consultant, the enumerators and the supervisors with regard to implementing the survey.

#### **Representative Responsibilities of the Consultant Firm include:**

- Plan for survey implementation: Based on the sample frame, the consultant will create a plan for implementing the sample design and train staff to implement the designed sample.
- Training of field workers: The consultant will train field workers provided by the PMU to ensure that the survey is completed as per schedule.
- Pre-testing and piloting questionnaire: The consultant will have primary responsibility for pre-testing and piloting the questionnaire. After the pre-test and pilot survey, the questionnaire will be revised based on errors detected in the pre-test and then once again translated (and back translated) into the local language.
- Data collection and entry: Results of the pilot should be entered into the data entry program developed for the project to debug any errors in the program, data entry or coding. Once the questionnaire is revised after the pilot, the data entry software will also need to be revised to reflect the changes in the questionnaire. Data collection should be done using softwares for online data entry and updation.
- Managing field operations: The consultant will be responsible for all field operations, including logistical arrangements for data collection and obtaining the consent of respondents. The consultant will also contact local officials and village leaders to explain the project and obtain community consent for the baseline survey. The consultant will obtain maps, lists and other community records as required.
- Collection of GPS coordinates: The consultant will collect GPS coordinates for each survey village.
- Preparation of fieldwork progress reports: The consultant will prepare brief fieldwork progress reports at the end of each month. The report will include the number of surveys completed, problems encountered, and how they were resolved (for example, the number of replacement households and why they were necessary) and the number of questionnaires entered in the data entry software.

Note: Household surveys should be conducted during a single visit to the household. In exceptional cases (if respondents do not have time or are not at home or coding errors need to be verified) it may be necessary to return to the household on more than one occasion, but this should not be the norm.

#### **Other responsibilities of the Consultant include:**

- Visit the selected establishments (e.g., VOs)/households/respondents and ensure their participation.
- Conduct face-to-face interviews with the selected respondents.
- Record the answers accurately and code the questionnaires accordingly.
- Ensure completeness and accuracy of answers; perform accuracy checks on the questionnaires.
- Ensure security and safety for the completed questionnaires.
- Safeguard the confidentiality and privacy of the collected information.
  - Explain clearly to each surveyor his/her duties and responsibilities.
  - Ensure that the interviewers undertake the survey with the establishments/households/respondents chosen for the sample without substitution.
  - Provide replacements for non-response.
  - Check completed questionnaires and approved questionnaires for data entry
- Spot-check and call back participating establishments/households/respondents.
- Provide feedback to enumerators on quality assurance and methodology requirements.
- Liaise and report activities to the survey manager and compile and send weekly reports on survey progress to the survey manager.

#### d) TRAINING OF FIELD WORKERS

Training of field workers: This activity consists of all the work necessary to develop training materials and manuals for all staff involved in fieldwork and to train field workers so that they understand the content of the questions, the layout, and coding strategy of the questionnaires.

Participation in training sessions: The Team Leader, Socio-economic Expert, Forestry Expert, Marketing and Credit Linkages Expert (*Agri – Horticulture, Animal husbandry and Forest Products*), Data Processors/Data Tabulators, Surveyors will participate in training sessions that will be held at PMU, Kohima. Cost of the training will be borne by the PMU under the baseline survey. Duration of the training will be decided by the consultant; however it is suggested to organise three days training including one day field work to test questionnaire. The training sessions will be conducted by the Team Leader and Other Experts and will cover topics such as:

- Debriefing on the objectives of the survey, quality control mechanisms, and overall conduct of the project.
- Detailed explanation of each question so that enumerators are able to interpret all questions consistently and ask all questions in the prescribed manner with informed explanations to help respondents in case of difficulties.
- Instruction on how to properly fill out the questionnaires (convention for numeric variables, importance of legal values, how to differentiate and write replies such as non-applicable, refusal to answer, do not know, and so on).
- Issues related to data entry and checking of questionnaires.

- Techniques to secure participation, interviewing techniques, how to handle difficult situations, and common occurrences, and probing.
- Mock interviews to test the interviewers.
- A dry run in the field and a recap of experience after the dry run.
- Logistics and schedules

The consultant is responsible for the training. However, the Project Director or a designated person may participate in the training session and may conduct some training sessions for the consultant's senior staff, in particular explaining the content of the questionnaires.

**Development of questionnaire:** The consultant will develop questionnaire for collecting quantitative and qualitative data from the field

**Refinement of questionnaire:** The consultant may add or change a few questions following the pilot survey (testing stage). In this instance, it is the consultant's responsibility to hold a brief follow-up training session to ensure that all enumerators and supervisors understand the additional questions or changes to the questions before the actual survey is launched in the field.

***Note book:** During survey interviewers may come across with the information which cannot be captured through questionnaire. Therefore, such information can be noted down in the note book.*

***Interview Guide:** The consultant will also develop an interview guide for the use of field workers.*

#### e) CLEANING AND ANALYZING BASELINE DATA

This section of the TOR outlines the responsibilities of the consultant with regard to cleaning and analyzing baseline data.

**Representative responsibilities of the consultant include:**

- Use of software that can check for ranges and consistency of data and generate reports indicating missing data, data outside of the accepted ranges, inconsistent answers, and the response rate.
- Data entry, data cleaning, data verification, coding open-ended questions, database management, tabulation of plans, development of the data entry manual, data entry operator training, data quality checks, and development of guidelines for using the data.
- Entry of all survey data concurrent with data collection.
- Conducting exploratory data analyses (for example, frequencies, percentage tabulations, and cross tabulations) of key survey variables and their correlates and produce a statistical abstract of the data.
- Sharing a draft outline for the statistical abstract once half the data entry is completed and the contents of the report agreed upon with the Project Director.
- Providing electronic datasets which need to be complete and labelled with variable names and value labels.

Note: Collected data will be the property of NSBB (PEA)

#### f) QUALITY CONTROL, DATA ENTRY AND DATA DELIVERY

**Responsibilities of the consultant are along the following lines:**

The consultant will check all completed questionnaires and will conduct a minimum of 30 percent of call-back or spot checks in order to verify the accuracy of the data recorded and, where deemed necessary, clarify with respondents any inconsistencies in their answers as compared with answers recorded by the enumerator.

Team Leader will randomly check interviewers and accompany them on some interviews. Representatives of PMU (FD/NEPED) etc., may also accompany some survey teams during the pre-test, pilot, or actual survey phase. This is to ensure quality and provide on-site supervision of data entry and database cleaning processes as a means of additional quality control.

#### g) SURVEY PROGRESS MONITORING & REPORTING

The consultant would submit weekly progress reports of the survey in the prescribed format given below to the PMU, Forest and Biodiversity Management in the Himalaya Project, implemented by NSBB (PEA), on Monday of each week.

#### Survey Reporting and Monitoring Format

Week: \_\_\_\_\_

Reporting date: \_\_\_\_\_

Date	Name of village surveyed	HH Target (Nos.)	HH Interviews completed (Nos.)	HH verified/checked by Survey Supervisors (Nos.)	Name of villages FDGs/Key Interviews conducted	Name of villages PRA conducted
<b>Problems/ Key Issues identified during Survey/FGD/PRA/Key Interviews:</b>						
<b>Name of Team Leader:</b>						
<b>Signature of Team Leader</b>						

### **Responsibilities of the consultant include:**

- Design/adapt/refine the questionnaires for the household survey as well as for FGDs and KSIs, ensuring each questionnaire is appropriate for the local situation and adequate to collect baseline data on the selected indicators. The final version of the questionnaire will be cleared in prior with the project implementation consultant and Government/PMU.
- Format/lay out the questionnaires, making sure all skip patterns are clear and coding all questions.
- Prepare all support documentation including coding guides, interviewer and supervisor manuals and the data entry manual. Also, submit hard and electronic copies of all documents to the PMU
- The results of the survey shall be presented in tabular form for the entire sample (Project Area), per CCA (several villages) and per individual village. Gender disaggregated data and disaggregation by vulnerability status shall be provided as appropriate.

### **Qualitative Data**

Quantitative data may need to be supplemented with data collected through qualitative and participatory methods such as open-end and semi-structured interviews with key informants, direct or participant observation, focus group discussions, community surveys, wealth ranking, transect walks and institutional mapping. This flexibility of methods allows for data triangulation, cross-checking and on-the-spot-analysis. Qualitative data enables an in-depth survey of selected issues, case or events and provides critical insights into beneficiaries' perspectives, the dynamics of a particular reform, or the reasons behind results observed in a quantitative analysis. A special attempt can also be made to monitor the satisfaction of beneficiaries with the project through focus groups or other qualitative methods.

Information is obtained through semi-structured interviews, of a conversational yet controlled nature. This allows for comparison, but at the same time for the necessary flexibility to gain new inputs. The questions are asked according to flexible guidelines and with the aid of a questionnaire. The process aims at learning from and with the people by establishing a dialogue with voluntary contributions from the interview partners, rather than a 'question and answer' session. The focus lies on discussing people's local and subjective perspectives by respecting their knowledge and without adopting a paternalistic lecturing stance.

### **Representative responsibilities of the consultant include:**

- Identify the type of qualitative information that needs to be collected.
- Design the appropriate methodology for collecting data.
- Prepare all supporting documentation required to facilitate the work of the interviewer and supervisors.
- Have on board or hire experts with training in sociology, anthropology, and economics; experience in conducting socio-economic analysis and rapid rural appraisals, and applying qualitative methods of data collection, including participatory observation; understanding of

the particular thematic issues the project deals with; and excellent communication and facilitation skills.

- Prepare the final report based on the sub-reports. Generally, sub-reports are prepared for each village or other unit of study with the main findings, conclusions, and their explanation, structured field-notes from interviews, observations, personal interpretations and an assessment of the methodological approach. The questionnaires with daily adjustments highlighted, charts, maps, and field notes are annexed.

For each selected village, the following PRA tools shall be used and documented in detail:

- For each village at least 3 FGD are suggested: General meeting VC, Only Women meeting (e.g., women SHG), Youth organisation meeting.
- Village level PRA resource mapping (by men)
- Village level PRA resource mapping (by women)
- Village level PRA land-use mapping
- Village level PRA on people's organizations/ groups in the village
- Village level PRA on other organizations working in the village and in which programs (including Gov. and NGOs)
- Village level institutional mapping related to decision making and resource governance
- Village vulnerability / social mapping (incl. indigenous and caste issues?)

### **GPS and Remote Sensing Data**

It will be necessary to collect GPS/remote sensing data, such as GPS readings on location of specific infrastructure and mapping of natural resources (land use/forest cover, soils, water resources, drainage etc.) using satellite data. Satellite data provides an opportunity to monitor physical changes in the environment over a period of time due to project interventions.

All locations of FGD shall be recorded (GPS positions). (If possible) all interviewed households shall be recorded with their GPS Position.

## **4. STAFFING**

This describes the staffing requirements of the consultant. It is recommended that the consultant engage Team Leader with extensive experience and other professionals/experts in designing and conducting household level socio-economic surveys.

Following table indicates staff composition and other details:

### **MINIMUM QUALIFICATION AND EXPERIENCE OF PROFESSIONALS AND STAFF, POSITIONS AND NUMBERS**

Sl. No.	Position	Number	Position Reference
1	Team Leader	1	K1

	Master's degree in Sociology/Anthropology/Geography/Population Science/Economics/Statistics/Information Science with Doctorate from a University/Institution recognised by UGC/AICTE and 12 years' experience as Team Leader /Survey Manager/Coordinator in similar field in India including North Indian States. Must have experience in leading /supervising/coordinating survey in at least one external aided project implemented in northeast. Knowledge of the forest, socioeconomic environment, and culture of rural Nagaland and knowledge of relevant policies, laws and regulation is essential. Publication on the subjects is required.		
2	<b>Forestry Expert</b> Master's degree in forestry/Post Graduate Diploma in Forest Management from a University/Institution recognised by UGC/AICTE with 5 years' experience in survey/study/research in forestry	1	K2
3	<b>Socio-economic Expert</b> Master's degree in Sociology/Applied Economics/Applied Statistics from a University/Institution recognised by UGC/AICTE with 5 years' experience in survey/study/research in relevant areas	1	K3
4	<b>Marketing and Credit Linkages Expert (Agri – Horticulture, Animal husbandry and Forest Products)</b> Post Graduate Degree/Diploma in Marketing Management/Finance/Microfinance/Rural Finance from a reputed Management Institute with 5 years' experience in conducting survey/research, establishing credit linkages in rural areas for forest and non-forest products including agriculture/horticulture/animal husbandry	1	K4
5	<b>Data Analyst</b> Degree/Diploma in Statistics/Information Science/Computer Science/Economics from recognised University/Institution with 4 years' experience in sampling, analysis and interpretation of data	1	E1
6	<b>Data Processors/Data Tabulators</b> Graduate Degree/Diploma in Computing/Data Processing /relevant subjects with a minimum of 3 years' experience in computing/entering data/ tabulation of data etc.	2	E2

7	<b>Field Surveyors</b> <b>Graduate degree with 2-3 years' experience in</b> <b>collecting data</b>	4	E3
Total		11	



## 5. DURATION AND TIME SCHEDULE

Duration of the project is 5 months. The consultant is expected to provide a detailed time schedule of various activities to be undertaken during the consultancy. Finally, each of the major reports that are to be produced such as the inception report, the progress report, mid-term report, and final report should be mentioned in this section with the expected timeline for the delivery of each report.

## 6. SUBMISSION OF REPORTS AND DATA SETS

Consultant must submit three copies of each report and data set is to be presented in any of the format agreed i.e. ASCII format, SPSS, or STATA which will be agreed upon.

## 7. REVIEW COMMITTEE

PMU will form an Evaluation Committee comprised of three members which includes Project Director, FBMP, Secretary, Forest, GoN, Deputy Director (Finance & Administration, FBMP) and one Consultant of PMC

## 8. SUPPORT TO THE CONSULTING FIRM BY THE PIA

PEA will provide background documents on the project (Project Appraisal Document, supervision mission reports, progress reports, maps, background information on the project area, etc.)

## 9. CONFIDENTIALITY AND DATA OWNERSHIP

The consultant will protect the confidentiality of those participating in the survey at all stages. All data is confidential and is the property of the PMU/NSBB. No data or other information from this survey will be released to third parties without the written approval of the PMU/NSBB and will not be used to publish papers/personal use.

The consultant will turn over all data and questionnaires to the PMU and will not destroy information and material at the end of the project.

## 10. BUDGET

The consultant shall provide detailed estimates of the budget including staff charges, travel, equipment, etc. in prescribed formats.

## 11. PAYMENT SCHEDULE

<b>Deliverables</b>	<b>Amount in Percent</b>	<b>When</b>
Signing of Contract	10 % of the total cost as advance	Within 15 days of the signing of contract

Inception Report and Questionnaires	10 % of the total cost	Within 15 days of the approval of Inception Report and Questionnaires and submission of invoice
Completion of Data Collection and Data Entry	10 % of the total cost	Within 15 days after receipt of the completion report and submission of invoice
Submission of Draft Report and Presentation of Finding	30 % of the total cost	Within 15 days after the receipt of draft report and presentation of finding and submission of invoice
Submission of Final Report after Incorporation of Changes Suggested by the Project (with Photographs, Maps and Annexures etc.)	40 % of the total cost	Within 30 days after the receipt of the final report and submission of invoice

## 12. Submission of Reports

- 1<sup>st</sup> Month- Inception report and questionnaire within 20 days after signing of contract.
- 3<sup>rd</sup> Month Submission of report of completion of data collection and data entry within 3 months of submission of inception report and questionnaire
- 4<sup>th</sup> Month- Submission of Draft Report and presentation of finding within one month of submission of data collection and data entry completion report
- End of the 5<sup>th</sup> Month- Submission of final survey report within one month of submission of draft report after incorporating comments and suggestions.

## 13. Submission of REQUEST FOR PROPOSAL (RFP)

Request for Proposal should be submitted in prescribed formats specified in Section II, Section III, Section IV, Section V and Section VI. Please follow instructions laid down in Section 1 (Tender Procedures)

## 14. INDICATORS OF LOG-FRAME

This section includes a list of project-specific indicators that are to be covered in the baseline survey.

### Impact Indicators

- (a) Increase in the area (hectares) that is under sustainable and climate-resilient management because of programme measures

Baseline Value: xxx ha of currently sustainably managed area under CCA (to be determined during the CCA planning phase)

Target Value: TBD on the basis of the data collected during the microplanning and CCA planning phase.

⇒ **Focus Group Discussions and village level data from Village Council records: How effectively the existing CCA is area managed?**

**Data on how much area is added for improved management to be collected from each village by PIAs and reported as part of the progress report**

(b) Number of people who benefit from the programme activities in sustainable NRM

Baseline Value: 0

Target Value: TBD on the basis of the data collected during the village level microplanning

⇒ **Focus Group Discussions and village level data from Village Council records: How is benefits assessed by households in endline survey?**

**Data on how many households / people are included in the programme to be collected from each village by PIAs and reported as part of the progress report**

### **Module Objective**

#### **MO, Indicator 1:**

Increased connectivity of CCAs at landscape level

Baseline Value: xxx ha of connected CCA area (to be determined during the inception phase)

Target Value: TBD on the basis of the data collected during the inception phase.

⇒ **Focus Group Discussions: How is this connectivity assessed by the beneficiaries?**

#### **MO, Indicator 2:**

Increase in the no. of selected CCAs/ CCA networks officially recognized as National Heritage or other forms of international/national recognition

Baseline Value: 0 (to be verified)

Target Value: official recognition of at least one CCA/CCA network as Nat. Heritage and nat./int. recognition of at least one further CCA/CCA network

⇒ **Focus group discussions / Key Stakeholders: What do stakeholders know about recognition as Natural Heritage? Existing situation? Process of being officially recognized? Benefits?**

#### **MO, Indicator 3:**

The behaviour of the target groups reflects improved attitudes towards conservation and habitat requirements in the targeted CCAs

Baseline Value: TBD during the inception phase of the programme

Target Value: TBD on the basis of the baseline data

**To be covered in Household Questionnaire and FGD:**

**What is the attitude of the target group?**

- ⇒ **towards the CCA?**
- ⇒ **towards increased connectivity between CCAs?**
- ⇒ **towards the project?**
- ⇒ **towards conservation of habitats? (*should be done more, should be done less*)**
- ⇒ **towards sustainable natural resource use? *Which activities? (Should be done more, should be done less?)***
- ⇒ **related to responsibilities for conservation / sustainable resource use? Who is and who should be responsible?**
- ⇒ **What are the perceived reasons for unsustainable resource use?**

Extended Version Knowledge, Awareness, Practices (KAP)?

**MO, Indicator 4:**

Change in income pattern of targeted households reflecting sustainable livelihood practices

Baseline Value: TBD during the inception phase of the programme

Target Value: TBD on the basis of the baseline data

- ⇒ **Household Survey Questionnaire: income pattern / how many % of income derived through which activities?**

**Output 1:**

**O1, Indicator 1:**

Management plans at the landscape, CCA and village level are bindingly agreed upon between relevant stakeholders and are officially validated

Baseline Value: TBD during the inception phase

Target Value: 7 landscape plans, 12 CCA plans and 70 village plans are agreed upon and validated

Process of Participatory Approach:

- ⇒ **Village selection before start of baseline survey**
- ⇒ **Participatory Village Mapping, Household Survey, FGD**
- ⇒ **Participation in FPA**
- ⇒ **Cooperation selection through FPA (results)**
- ⇒ **Village Conservation Plans based on Participatory mapping and FPA results**
- ⇒ **In parallel Landscape Plans, CCA Plans**

**O1: Indicator 2:**

Management plans agreed upon at the landscape, CCA and village level take climate change adaptation requirements into account

Baseline value: TBD during the inception phase

Target value: All relevant plans take climate change adaptation requirements into account

⇒ **FGD, KSI:**

⇒ **Number of agreed plans, activities that are relevant for Climate Change adaptation.**

## **Output 2:**

### **O2, Indicator 1:**

Activities (%) in support of biodiversity conservation and alternative livelihoods as foreseen in the management plans are implemented

Base Value: 0

Target Value: TBD

⇒ **Monitoring of Management Plans / Successful Implementation of Activities**

⇒ **Household Questionnaire: What are current income generation activities? (+percentage of total household income)**

⇒ **Which sustainable income activities do interviewees pursue? 8+percentage of income of total HH income?)**

### **O2, Indicator 2:**

Stabilization/increase of forest area (ha) in the intervention area that is sustainably maintained as a carbon sink

Base Value: TBD

Target Value: TBD

⇒ **Key Stakeholder Interviews, Forest cover assessment / mapping, land use mapping**

### **O2, Indicator 3:**

Reduction in the incidences of human-wildlife conflict in the intervention areas

Base Value: TBD

Target Value: TBD

⇒ **Household Questionnaire: Type and Number per year of HWC.**

⇒ **Household Questionnaire: Damages through HWC?**

⇒ **Focus Groups Discussions: Practices against HWC?**

⇒ **Participatory Mapping: Areas of HWC?**

### **O2, Indicator 4:**

Increase in the share of the targeted conservation areas that are regularly patrolled and monitored

Base Value: TBD

Target Value: TBD

- ⇒ **Key Stakeholder Interviews, Focus Groups: questions on experiences with monitoring of CCAs**
- ⇒ **Participatory Mapping: Which areas are monitored?**

### **Output 3**

#### **O3, Indicator 1:**

# of households that have knowledge of sustainable/ eco-system-friendly land and forest mgt. practices

Baseline Value: TBD during inception

Target value: TBD on the basis of the baseline value

- ⇒ **Household Questionnaire: Knowledge about sustainable practices? (see also O1, Indicator 3)**
- ⇒ **Focus Group discussions: What are known unsustainable practices? what are known sustainable practices?**
- ⇒ **Participatory Mapping (sustainable resource use?)**

#### **O3, Indicator 2:**

# of households that have knowledge of sustainable/ eco-system-friendly livelihood practices

Baseline value: TBD during inception, possibly disaggregated by type of intervention such as agroforestry, eco-tourism etc)

Target value: TBD on the basis of the baseline value

- ⇒ **Household Questionnaire: Existing practice of eco-friendly business / production activities?**
- ⇒ **Household Questionnaire: Interest in eco-system friendly livelihood practices? Which practices?**

### **Output 4**

#### **O4, Indicator 1:**

Capacity development plan for the programme has been developed on the basis of a need's assessment

Baseline Value: 0

Target Value: 1

- ⇒ **Key stakeholder Interviews, Institutional Assessment => Training Needs**

#### **O4, Indicator 2:**

Skills and capacities of selected stakeholders have been upgraded according to needs and priorities identified

Baseline Value: TBD by the need's assessment

Target Value: TBD on the basis of the need's assessment

- ⇒ **Key stakeholder Interviews, Institutional Assessment**
- ⇒ **See Annexure 3 for guidance for household survey.**

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## ANNEXURES

## Annex I: Logical Framework

**Project: Forest and Biodiversity Management in Himalaya, Nagaland****Country: India**

Summary	Success Indicators	Verification Sources	Assumptions/ Risks
<p><b>Programme Objective of the Indian-German cooperation in the sector (impact)</b></p> <p><i>Public and private investments improve the sustainable management of the natural resource base, minimise climate change risks and contribute to enhanced productivity, income and employment in rural areas</i></p>	<p><b>Indicator 1:</b> Increase in the area (hectares) that is under sustainable and climate-resilient management as a result of programme measures Baseline value: TBD Target value: TBD</p> <p><b>Indicator 2:</b> No. of people who benefit from the programme activities in sustainable NRM Baseline value: 0 Target value: TBD</p> <p><b>Indicator 3:</b> Innovative NRM approaches developed by the programme are incorporated/ upscaled into higher-level programmes and policies Baseline value: 0 Target value: TBD</p>	<ul style="list-style-type: none"> <li>- Baseline and end-of-programme biodiversity surveys</li> <li>- Baseline and end-of-programme household surveys</li> <li>- Forest inventories and surveys (including remote sensing data), surveys on the hydrological and biological status of streams</li> </ul>	
<p><b>Module objective (outcome)</b></p> <p><i>Effective and sustainable</i></p>	<p><b>Indicator 1:</b> Increased connectivity of CCAs at landscape level</p>	<ul style="list-style-type: none"> <li>- Inception and progress reports, project documentation</li> </ul>	<ul style="list-style-type: none"> <li>• No prolonged political or ethnic instabilities</li> </ul>



<p><i>management of Community Conserved Areas (CCAs) in selected landscapes in Nagaland for improved connectivity and conservation of biodiversity, while supporting forest dependent communities in their livelihoods</i></p>	<p>Baseline Value: xxx ha of connected CCA area (to be determined during the inception phase)</p> <p>Target Value: TBD based on the data collected during the inception phase</p> <p><b>Indicator 2:</b> Increase in the no. of selected CCAs/ CCA networks officially recognized as National Heritage or other forms of international/national recognition</p> <p>Baseline Value: 0 (to be verified)</p> <p>Target Value: official recognition of at least one CCA/CCA network as Nat. Heritage and nat./int. recognition of at least one further CCA/CCA network</p> <p><b>Indicator 3:</b> The behavior of the target groups reflects improved attitudes towards conservation and habitat requirements in the targeted CCAs</p> <p>Baseline Value: TBD during the inception phase of the programme</p> <p>Target Value: TBD based on the baseline data</p> <p><b>Indicator 4:</b></p>	<p>on (connected) CCA</p> <ul style="list-style-type: none"> <li>- Socio-economic household surveys</li> <li>- Documents pertaining to the recognition as heritage sites or similar</li> <li>- baseline and end-of-programme KAP Studies</li> </ul>	<p>in the intervention area</p> <ul style="list-style-type: none"> <li>• No ecological catastrophes (e.g., floods, cyclones) in the intervention area</li> <li>• External pressures on biodiversity poaching remain controllable</li> <li>• No superimposed resource exploitation interests (mining; infrastructure ) will obstruct programme implementation</li> <li>• Relationships between impacts of climate changes and effects on biodiversity oscillate within predicted ranges</li> </ul>
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	<p>Change in income patterns of targeted households reflecting sustainable livelihood practices</p> <p>Baseline Value: TBD during the inception phase of the programme</p> <p>Target Value: TBD based on the baseline data</p>		
<b>Outputs</b>			
<p><b>Output 1:</b></p> <p><i>Adaptive conservation planning at the village, CCA and landscape level is strengthened</i></p>	<p><b>Indicator 1:</b></p> <p>Management plans at the landscape, CCA and village level are bindingly agreed upon between relevant stakeholders and are officially validated</p> <p>Baseline Value: TBD during the inception phase</p> <p>Target Value: 7 landscape plans, 12 CCA plans and 70 village plans are agreed upon and validated</p> <p><b>Indicator 2:</b></p> <p>Management plans agreed upon at the landscape, CCA and village level take climate change adaptation requirements into account</p> <p>Baseline value: TBD during the inception phase</p> <p>Target value: All relevant plans take climate change</p>	<ul style="list-style-type: none"> <li>- Inception and progress reports</li> <li>- Project documentation on landscape, CCA and village level plans</li> <li>- MoU documentation signed by programme stakeholders</li> </ul>	<ul style="list-style-type: none"> <li>• Acceptance of villages to establish joint CCA Committees at the landscape level, even if belonging to different tribes</li> <li>• CCA Committees agree to be approved as commune reserve according to the Wildlife Act</li> </ul>

	adaptation requirements into account		
<b>Output 2</b> <i>Biodiversity in selected landscapes is effectively managed by community-based institutions according to the plans developed</i>	<b>Indicator 1:</b> Activities (%) in support of biodiversity conservation and alternative livelihoods as foreseen in the management plans are implemented  Base Value: 0 Target Value: TBD  <b>Indicator 2:</b> Stabilization/increase of forest area (ha) in the intervention area that is sustainably maintained as a carbon sink  Base Value: TBD Target Value: TBD  <b>Indicator 3:</b> Reduction in the incidences of human-wildlife conflict in the intervention areas  Base Value: TBD Target Value: TBD  <b>Indicator 4:</b> Increase in the share of the targeted conservation areas that are regularly patrolled and monitored  Base Value: TBD Target Value: TBD	<ul style="list-style-type: none"> <li>- Inception and progress reports</li> <li>- NDC Monitoring Daten/ National Adaptation Programme Daten</li> <li>- Forest inventories and surveys</li> </ul>	
<b>Output 3:</b> <i>Improved livelihoods and income opportunities of the</i>	<b>Indicator 1:</b> # of households that have knowledge of sustainable/ eco-system-	<ul style="list-style-type: none"> <li>- Inception and progress reports</li> <li>- Household Surveys</li> </ul>	

<p><i>communities in the targeted areas are based on conservation principles</i></p>	<p>friendly land and forest mgt. practices</p> <p>Baseline Value: TBD during inception</p> <p>Target value: TBD on the basis of the baseline value</p> <p><b>Indicator 2:</b></p> <p># of households that have knowledge of sustainable/ eco-system-friendly livelihood practices</p> <p>Baseline value: TBD during inception, possibly disaggregated by type of intervention such as agroforestry, eco-tourism etc)</p> <p>Target value: TBD on the basis of the baseline value</p>		
<p><b>Output 4:</b></p> <p><i>Capacity in biodiversity conservation of the different stakeholders is strengthened</i></p>	<p><b>Indicator 1:</b></p> <p>Capacity development plan for the programme has been developed based on a needs assessment</p> <p>Baseline Value: 0</p> <p>Target Value: 1</p> <p><b>Indicator 2:</b></p> <p>Skills and capacities of selected stakeholders have been upgraded according to needs and priorities identified</p> <p>Baseline Value: TBD by the needs assessment</p>	<ul style="list-style-type: none"> <li>- Inception and progress reports</li> <li>- Project documentation on training and capacity building, training manuals</li> <li>- Needs assessment report</li> </ul>	

	Target Value: TBD based on the needs assessment		
<b>(Key) Activities</b>			
<b>Activities for Output I:</b> <ul style="list-style-type: none"> <li>- Conducting prior informed consented meetings with pre-selected villages</li> <li>- Negotiation and signing of an MoU between village council, CCA committee, programme authorities and other relevant stakeholders</li> <li>- Participatory elaboration of short-term and medium-term management plans at the micro/CCA and landscape/watershed level</li> <li>- Identification and development of pilots based on access and benefit sharing</li> </ul>			<ul style="list-style-type: none"> <li>• Travel infrastructure and access to the region and sites remain at status quo or improve</li> <li>• Relevant stakeholders and implementation partners work cooperatively together and are focussed on common goals</li> <li>• Implementation partners and NGOs are able to provide the necessary knowledge transfer for biodiversity conservation, climate adaptation and alternative livelihoods</li> </ul>
<b>Activities for Output II:</b> <ul style="list-style-type: none"> <li>- Implementing conservation activities based on the plans developed for the</li> </ul>			<ul style="list-style-type: none"> <li>• Sufficiently trained providers of village-level planning and</li> </ul>

<p>micro-level, CCA and landscape/waterscape level</p> <ul style="list-style-type: none"> <li>- Supporting the set-up and data collection of Peoples Biodiversity Registries (PBRs) at the village level</li> <li>- Establishing conservation funds for sustaining conservation activities in the CCAs</li> <li>- Undertaking species-specific conservation measures focusing on endemic, threatened or other important species</li> </ul>			<p>biodiversity mapping are available</p> <ul style="list-style-type: none"> <li>• School principles and parent organization are committed to allocate time for environmental education events</li> <li>• Members of the CCA Forum are interested in services provided by the Nagaland CCA Forum as developed by the programme</li> </ul>
<p><b>Activities for Output III:</b></p> <ul style="list-style-type: none"> <li>- Implementation of entry point activities to generate interest and seek trust of participating communities</li> <li>- Identification of biodiversity elements for value addition based on traditional knowledge</li> <li>- Cultivation/plantation/domesti</li> </ul>			

<p>cation of selected biodiversity elements</p> <ul style="list-style-type: none"> <li>- Value addition facility creation, marketing of products including value chain development</li> <li>- Implementation of site-specific community livelihood measures which follow conservation principles</li> <li>- Implementation of small community infrastructure</li> <li>- Cultivation of medicinal plants</li> <li>- Small-scale water resources development</li> <li>- Demonstration/introduction of income generation opportunities such as eco-system payment services</li> <li>- Design and support of Agro-forestry system</li> <li>- Identification of suitable activities to improve eco-tourism</li> </ul>			
<b>Activities for Output IV:</b>			

<ul style="list-style-type: none"><li>- Provision of capacity building to the Nagaland SBB</li><li>- Establishment and regular updating of a biodiversity data base</li><li>- Capacity building of the Nagaland CCA Forum</li><li>- Training and technical assistance to CCA members e.g., on institutional and management matters, NR management, tourism, and business development</li><li>- Domestic and regional study tours for programme staff, exposure trips to CCA members</li><li>- Implementation of an environmental education scheme for different target groups</li></ul>			
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## Annex II: LIST OF INDICATORS for Focus Groups

### **Village Organisations**

1. Existence, names, objectives of village committees
2. Names of members and of office bearers
3. Existence of task force for project implementation
4. Committee rules and regulations, meetings, minutes, and records
5. Decision-makers
6. Existence of micro plans and involvement of people in its preparation
7. Status of micro plan implementation

### **Knowledge about External Agencies like Forest Department/Range Office (FD) and NEPED activities**

1. Existence of external agencies/FD/NEPED team in the village
2. Composition of external agency/FD/NEPED team, female members
3. Frequency of visits, meetings with external agency/FD/NEPED team
4. Utility to the villagers of such external agencies/team

### **Convergence of rural development schemes**

1. Knowledge about such schemes
2. Impact of schemes on forest protection/encroachment
3. Skill development through training programs (leadership, management, conflict resolution, employment opportunities)
4. Assets created through Government schemes

### **Empowerment of women**

1. Role of women in collection of water, fuelwood, NTFP, etc.
2. Role of women in forest management
3. Employment of women in forestry-related activities
4. Decision-making in household activities
5. Role of women in village committees

### **Conflict management**

1. No. of disputes related to forest protection
2. No. of disputes within village committees
3. Role of committee in conflict resolution
4. Type of conflict resolution (imposing fines, compromise, verbal/written, etc.)
5. Support on conflict resolution from villagers, FD, others (specify)

### **Benefit sharing arrangement**

1. Existence of written agreement on benefit sharing between FD and committee, etc.
2. Awareness about such arrangements
3. Awareness on market situation
4. Existence of sharing mechanism
5. Equity distribution

**Forest Department& NEPED, etc. activities**

1. No. of plantations created by FD & NEPED
2. Consultation with villagers during plantation
3. Selection of species as per requirement of the village
4. Present condition of plantations
5. Perception of villagers towards forestry activities
6. Existence of nursery and its benefits to villagers
7. Existence of eco-tourism activities
8. Role of village committee in conservation of flora and fauna
9. Activities towards promotion of eco-tourism

### Annex III: Household Survey Interview Guidance

1. Identification
  - 1.1 District
  - 1.2 Forest division
  - 1.3 Forest Range / Beat
  - 1.4 Village
  - 1.5 Name of the respondent
2. Demographic Profile
  - 2.1. **Household category along strata**
  - 2.2. Male of HH:                      Female of HH:
  - 2.3. Age of Male:                      Age of female
  - 2.4. Particulars about family members (Name, relation to 1.6, Age, Sex, un/married, education, occupation)
  - 2.5. Category (tribes (specify))..... BPL card holder (Yes / No)
  - 2.6. JFMC/BMC/ Village Committees / etc. member:                      In executive body of VO If yes, specify role in VO:
  - 2.7. Woman Headed household (Husband deceased/divorced)
  - 2.8. SHG member?                      Role in SHG?
  - 2.9. Disabled Household Members?    Caring tasks for old age HH members?
3. Land Holding (landless, land owned, land leased/leased out), area
4. Cropping pattern and production (season, crops, area, production in quintals)
5. Irrigation (area, sources)
6. Livestock (type, no., value, value from the produce by selling/self-consumption)
7. Type of house (residence, cattle shed; kutchra, pucca, rooms, electrified, etc.)
8. Household assets (vehicles, TV, Computer, Radio, Fridge, mob. Phone, others)
9. Sources of water for various uses and sanitation (pond, tap, canal; handpump, well, river, etc. for drinking, cooking, cleaning, washing,
10. Energy consumption (type of fuels, purpose, no. of months available)
11. What are current income generation activities? Which percentage of total household income?
12. Livelihood assets/income from other sources (agriculture, animal husbandry, wage/agriculture labour, Artisan, salaried work, others-specify)
13. Livelihood assets from forest (grass, seeds, flowers, firewood, timber, fodder, bamboo, poles; Number of family members involved in NTFP collection? Value from produce by selling/self-consumption)
14. Labour income under different activities of FD, e. g. plantations, weeding, etc.
15. Indebtedness (purpose, amount, rate of interest, sources, repayment)
16. Monetary Assistance from migrated family members (abroad, town etc.)
17. Experience of Human Wildlife Conflicts? Type and Number per year of HWC? Damages through HWC? Existing Practices against HWC?
18. Gender Roles (male/female) related to Natural resource management (household tasks, cooking, fetching water, getting firewood, collecting NTFP, collecting fodder for livestock, taking livestock to mountains etc.?)
19. Knowledge about CCA? Involvement in CCA? Experiences with CCA (positive/negative), Successful Implementation of Activities?

20. Importance of sustainable resource use? Knowledge about sustainable practices? Existing practice of eco-friendly business / production activities? Interest in eco-system friendly livelihood practices? Which practices? Which percentage of income of total HH income?

**Qualitative questions: (open / multiple choice categories)**

1. Biggest difficulties for household livelihood?
2. Concerns / fears for village development, if any (e.g., social issues, conflicts, access restrictions)?
3. Perceived environmental risks (HWC, natural disasters, drought, climate change)?
4. Priorities for village development (in general and in relation to sustainable resource use)?
5. Priorities for socio-economic development for own household?
6. Attitudes towards Nature conservation, CCA, sustainable resource use?
  - What is the attitude of the target group?
  - towards the CCA?
  - towards increased connectivity between CCAs?
  - towards the project?
  - towards conservation of habitats? (*Should be done more, should be done less*)
  - towards sustainable natural resource use? *Which activities?* (*Should be done more, should be done less?*)
  - related to responsibilities for conservation / sustainable resource use?  
Who is and who should be responsible?
  - What are the perceived reasons for unsustainable resource use?

## **PART 3 – CONTRACT FORM**

### **Section VIII. Contract for Consulting Services**

**CONSULTING CONTRACT**

dated

[00/00/2022]

between

[Project Management Unit, Forest and Biodiversity Management in the Himalaya,  
Nagaland Project, Nagaland State Biodiversity Board ]

– hereinafter referred to as the “**Employer**” –

[=====]

– hereinafter referred to as the “**Consultant**” –

Relating to project “**BASELINE SURVEY** ” Under, Forest and Biodiversity Management  
in the Himalaya, Nagaland Project

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<b>Paragraph 8      Disputes and Arbitration Procedure .....</b>	<b>25</b>

## Preamble

The Employer requests consulting services to be rendered for the Project (as defined below) as designated in the Special Conditions (as defined below). The Consultant has submitted a technical and a financial bid for the Services (as defined below) which has been accepted by the Employer. Therefore, the Parties agree as follows:

## General Conditions

### 1 General Provisions

#### 1.1 DEFINITIONS

Words and expressions used in this Consulting Contract (as defined below) shall have the following meaning, unless the context requires otherwise.

**“Agreed Remuneration”** means the remuneration agreed pursuant to Paragraph 5 [*Remuneration*].

**“Commencement Date”** has the meaning given to such term in the Special Conditions.

**“Completion Period”** means the period for the completion of the Services as set out in the Special Conditions.

**“Consulting Contract”** means this contract for consulting services, including its Preamble and its Annexes 1, 2 <sup>6</sup> 12

**“Contract Value”** has the meaning given to such term in the Special Conditions.

**“Country”** has the meaning given to such term in the Special Conditions.

**“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. It includes, but is not limited to, war, invasion, rebellion, terrorism, riots, civil disorder, natural catastrophe (e.g. earthquake, fire, explosion, hurricane, typhoon, volcanic activity), strikes, lockouts or other industrial action confiscation or any other action by government agencies. It includes, but is not limited to, circumstances such as crises, war or terror that lead to the Foreign Office of the Federal Republic of Germany calling upon German citizens to leave the country or the Project region in response to which the Consultant withdraws all its staff. Force Majeure shall not include (i) any event which is caused by the negligence or wilful action of a Party or such Party's experts, sub-

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<sup>1</sup> If one or several of the Annexes should not be necessary in the actual Contract, to preserve the integrity of the references please retain the numbering of the Annexes and insert the words “not applicable” in the relevant Annexes.

<sup>2</sup> In case there are Minutes of Negotiations pursuant to the Special Conditions between the Parties these Minutes of Negotiations could be attached as an Annex. But in the interests of clear contractual stipulations, instead of including copious minutes of negotiations it is preferable to incorporate the agreed changes directly into the Special Conditions.



contractors or their respective directors, agents or employees, 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 Consulting Contract and avoid or overcome in the carrying out of its obligations hereunder. Furthermore, Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**“Foreign Currency”** means any currency other than the Local Currency.

**“Foreign Staff”** means the staff who do not hold the citizenship of the Country.

**“Funding Agreement”** means the *[loan agreement / financing agreement]* entered into between KfW and Nagaland State Biodiversity Board to wholly or partly finances the Services.

**“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where the members of the JV shall be jointly and severally liable to the Employer for the performance of the Contract and one member has the authority to conduct all business for and on behalf of any and all the members of the JV. The terms Joint Venture and Consortium can be used interchangeably.

**“Local Currency”** has the meaning given to such term in the Special Conditions.

**“Other Costs”** means the additional costs of the Consultant to the extent agreed in the Special Conditions.

**“Parties”** means the Employer and the Consultant.

**“Project”** means the project specified in the Special Conditions.

**“Services”** means the contractual services described in **Annex 3** *[Terms of Reference plus Tender Documents]*, **Annex 9** *[The Consultant’s Bid]* and Paragraph 3.1 *[Scope of Services]*, including without limitation any optional services (if any) as well as the standard and special services defined in Paragraph 3.2 *[Standard and Special Services]*.

**“Special Conditions”** means the terms and conditions set out under the header “Part II: Special Conditions” of this Consulting Contract.

**“Standards”** means the metric system and German DIN or European EN standards, or internationally recognised standards that are at least equivalent to those published by ISO or IEC.

**“Written”** or **“in writing”** means written by hand or typed by machine, and produced in a printed or electronic form, the result being a non-editable permanent record.

**1.2  
INTERPRETATION**

Unless a contrary indication appears, in this Consulting Contract:

- 1.2.1 Section, clause, annex and schedule headings are for ease of reference only.
- 1.2.2 The singular includes the plural and vice versa.
- 1.2.3 References to a "**Party**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under this Consulting Contract.
- 1.2.4 References to a "**Director**" include any statutory legal representative(s) of a person pursuant to the laws of its jurisdiction of incorporation.
- 1.2.5 References to this "**Consulting Contract**" or any other agreement or instrument are references to this Consulting Contract or other agreement or instrument as amended, novated, supplemented, extended or restated.
- 1.2.6 References to a "person" shall include any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality).
- 1.2.7 References to euro, EUR or € are references to the lawful currency of the participating states of the European Monetary Union. References to US dollars, USD or US\$ are references to the legal currency of the United States of America.

**1.3  
RANKING AND ORDER**

- 1.3.1 In the event of a conflict between the Special Conditions and the General Conditions or any annex or schedule thereto, the provisions of the Special Conditions shall prevail.
- 1.3.2 In the event of a conflict between General Conditions and any annex or schedule thereto, the provisions set out in the respective annex or schedule shall prevail.
- 1.3.3 In the event of a conflict between the annexes, the provisions set out in the respective preceding annexes shall prevail over the provisions set out in the respective subsequent annexes.

**1.4  
COMMUNICATION  
AND LANGUAGE**

Any communication to be made under or in connection with this Consulting Contract shall (i) be made in writing and, unless otherwise stated, may be made by fax or letter, and in the language specified in the Special Conditions and (ii) to the extent not otherwise stipulated in the Special Conditions, take effect upon receipt at the addresses specified in the Special Conditions and if by way of fax, when received in legible form.

**1.5  
GOVERNING LAW**

This Consulting Contract is governed by the laws specified in the Special Conditions.

**1.6  
ENTRY INTO FORCE  
AND EFFECT**

This Consulting Contract enters into force and effect immediately upon (i) execution hereof by both Parties, and (ii) receipt by the Employer of KfW's written confirmation that all conditions

precedent to the first disbursement under the Funding Agreement have been satisfied in form and substance satisfactory to KfW. The Employer has to inform the Consultant about KfW's written confirmation immediately.

**1.7  
MEASUREMENTS AND  
STANDARDS**

Any drawings, plans and calculations shall be based on the Standards; moreover, the Standards shall be applied to all Services.

**1.8  
ASSIGNMENT AND  
SUB-CONTRACTING**

1.8.1 The Consultant may not assign or transfer any of its rights or obligations under this Consulting Contract without the prior written consent of the Employer, which, in turn, shall not be provided without the prior written consent of KfW.

1.8.2 The Consultant may conclude or terminate sub-contracts for the performance of any part of the Services only upon prior written consent of the Employer, which, in turn, shall not be provided without the prior written consent of KfW. None of the Consultant's obligations under this Consulting Contract shall be limited, cancelled or in any other way affected by any sub-contracting of Services.

1.8.3 The Consultant shall, and shall contractually oblige each subcontractor (if any), develop and implement measures for the safety of the personnel deployed, adapted to the current security situation. The Consultant undertakes to contractually oblige each subcontractor (if any) contractually to pass on a corresponding obligation to any other subcontractors (if any).

1.8.4 In case of a JV, the consortium manager shall be responsible towards the Employer for all aspects relating to this Consulting Contract. In particular payments under this Consulting Contract will be made exclusively to the consortium manager on behalf of the entire consortium. The consortium manager hereby represents and warrants that it is entitled to enter into this Consulting Contract on behalf of the JV and to create the joint and several liability of the members of the JV.

**1.9  
COPYRIGHT AND  
RIGHTS OF USE**

To the extent not otherwise stated in the Special Conditions, the Consultant shall transfer to the Employer all rights to the Services performed under this Consulting Contract on the date any such rights arise, and in any event at the latest on the date they are acquired by the Consultant. Insofar as a transfer of such rights is not possible, the Consultant shall irrevocably grant the Employer an unrestricted, transferrable, licensable and exclusive right of

use and exploitation that is 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 no third party rights exist or will be exercised that would preclude the aforementioned transfer of rights or their exercise.

**1.10  
OWNERSHIP OF  
DOCUMENTS AND  
EQUIPMENT**

- 1.10.1 All studies, reports, data and documents such as diagrams, plans, statistics and annexes that are made available to the Consultant by the Employer in relation to the performance of the Services, as well as software (including the respective source codes) produced or adapted to facilitate the performance of the Services, shall remain the property of the Employer. The Consultant shall not be entitled to exercise any right of retention or similar rights with respect to these materials.
- 1.10.2 The Consultant shall return any equipment made available by the Employer to the Consultant to facilitate the performance of the Services, including any vehicles purchased for the performance of the Services and paid for fully by the Employer, to the Employer promptly after completion of the Services. The Consultant shall handle and maintain any such equipment with due care.

**1.11  
CONFIDENTIALITY  
AND PUBLICATION**

- 1.11.1 The Consultant shall, and shall ensure that its employees, agents and representatives will keep confidential all documents made available to the Consultant by the Employer and/or KfW, as well as all information exchanged and knowledge acquired concerning this Consulting Contract and its implementation, even if such documents, information or knowledge have not been expressly designated as confidential. This obligation of confidentiality upon the Consultant and its employees shall remain effective for a period of 24 months after completion or termination (whichever occurs earlier) of the Consulting Contract.
- 1.11.2 The obligation of confidentiality set out in this Clause 1.11 shall not apply to information:
- (a) which is or becomes public information other than as a direct or indirect result of any breach of this Consulting Contract;
  - (b) which is known by the receiving Party before the date the information is disclosed to the receiving Party in accordance with paragraph (a) above or is lawfully obtained by the receiving Party after that date from a source which is unconnected with the Employer and KfW and which has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

(c) the disclosure of which is:

- i. requested or required by any court of competent jurisdiction or any competent judicial, governmental, banking, taxation, supervisory or other regulatory authority or similar body or necessary to assert or defend claims or other legal rights in court or administrative proceedings;
- ii. required pursuant to any applicable law or regulation; or
- iii. made with the prior written consent of the Party providing the information.

1.11.3 Notwithstanding the foregoing each Party is entitled to disclose any information in connection with this Consulting Contract to KfW.

**1.12  
CONDUCT**

During the term of this Consulting Contract, the Consultant shall not, and shall ensure that its Foreign Staff (not applicable here) will not, interfere with the political or religious affairs of the Country.

**1.13  
SANCTIONABLE  
PRACTICE**

1.13.1 The Consultant shall, and shall ensure that its representatives, agents and employees will:

- a) comply with all applicable laws, rules, regulations and provisions of the relevant legal systems relating to the performance of any obligations under this Consulting Contract or if failure to comply would impair the Consultant's ability to perform its obligations hereunder,
- b) not engage at any time in any Sanctionable Practice; and
- c) not enter into or continue any business relationship with specially designated nationals, blocked persons or entities maintained on any Sanctions List and not engage in any other activity that would constitute a breach of Sanctions.

For the purposes of this provision, the following capitalized terms shall have meaning as defined below:

Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.
Fraudulent Practice	Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
Obstructive Practice	Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.
Sanctionable Practice	Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Funding Agreement.
Sanctions	The economic, financial or trade sanctions laws, regulations, embargoes or restrictive measures administered,

	enacted or enforced by any Sanctioning Body.
Sanctioning Body	Any of the United Nations Security Council, the European Union and the Federal Republic of Germany.
Sanctions List	Any list of specially designated persons, groups or entities which are subject to Sanctions, as issued by any Sanctioning Body.

1.13.2 The Consultant will inform its employees, agents, representatives and subcontractors (if any) engaged under this Consulting Contract of their respective obligations.

1.13.3 The Consultant shall itself and contractually oblige its employees, agents, representatives and subcontractors (if any) to comply in all respects with (i) the Declaration of Undertaking described in Annex 1 [Declaration of Undertaking] and (ii) the laws of the Country.

1.13.4 The Consultant shall, in connection with his/her activities in respect of the Services and/or the Project, treat the persons involved in the Services and/or the Project and any other persons involved at any time respectfully and with high ethical standards (requirement of respectful treatment). The Consultant shall not treat any persons involved in the Services and/or the Project or any other persons differently without a justified reasonable cause (prohibition of discrimination). The Consultant shall not use his position in connection with the Services and/or the Project for abusing of his/her competences and powers (prohibition of abuse). This includes in particular, but is not limited to, the abuse of a position of power for demanding and receiving sexual acts or harassment. The provisions on Sanctionable Practices shall remain unaffected.

#### **1.14 SOCIAL AND ENVIRONMENTAL RESPONSIBILITY**

(c) The Consultant shall, and shall ensure that its representatives, agents and employees will, ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender based violence) and, consequently:

(d) comply with and ensure that all their subcontractors and major suppliers, i.e. for major supply items, comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties; and

(e) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and

implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

**1.15  
REIMBURSEMENTS**

Unless otherwise set out in the Special Conditions, the Consultant shall make all reimbursements, insurance payments, guarantee payments or similar payments:

- (a) if in Foreign Currency, for the account of the Employer to KfW, Frankfurt am Main, BIC: KFWIDEFF, account IBAN: DE53 5002 0400 3800 0000 00; and
- (b) if in Local Currency, to the special account of the Employer specified in the Special Conditions.

**1.16  
SEVERABILITY AND  
WRITTEN FORM**

- 1.16.1 If any provision of this Consulting Contract is or becomes invalid, void or ineffective or if this Consulting Contract contains unintentional gaps, this will not affect the validity or effectiveness of the remaining provisions of this Consulting Contract and this Consulting Contract will remain valid and effective, save for the void, invalid or ineffective provisions, without any Party having to argue and prove the Parties' intent to uphold this Consulting Contract even without the void, invalid or ineffective provisions.
- 1.16.2 The void, invalid or ineffective provision shall be deemed replaced by such valid and effective provision which comes as close as possible to the purpose and intent of the invalid provision in legal or economic terms and any unintentional gap shall be deemed to be filled with a provision which best suits the purpose and intent of this Consulting Contract.
- 1.16.3 Any supplements and amendments to this Consulting Contract – including to this Article 1.15.3 – must be made in writing. Any waiver by the Parties of this writing requirement must also be in writing.

**1.17  
ROLE OF KfW**

For the avoidance of doubt, notwithstanding any consent, no-objection and/or other rights which may be conferred to KfW pursuant to this Consulting Contract, KfW shall not and shall not be deemed to be a Party to this Consulting Contract and shall have no obligations hereunder.

## **2 The Employer**

**2.1  
INFORMATION**

During the term of this Consulting Contract, the Employer, shall, within a reasonable period of time and at its own cost and expense, provide the Consultant with all data, documentation and information required or expedient for the performance of the Services that are available to it. This shall also include all Services- and Project-related provisions of any separate agreements relating



to the Funding Agreement or to any other loan or grant made in respect of the Project, and, to the extent that KfW's consent is required by this Consulting Contract and has been granted by KfW, the documents evidencing such consent.

## **2.2 DECISIONS AND COOPERATION**

Where the Employer is vested with any discretion or decision right under this Consulting Contract, it shall, provided that the Consultant has supplied the Employer with all the information reasonably required by the Employer including, but not limited to, drawings, studies and details of any replacement staff, exercise such discretion or (as applicable) take its decision pursuant to this Consulting Contract as soon as possible following the Consultant's written request and, in any event, no later than the end of the expiry period specified in the Special Conditions.

## **2.3 SUPPORT**

2.3.1 The Employer will support, to the extent reasonably possible, the Consultant in discharging its obligations pursuant to this Consulting Contract. The Employer shall make available to the Consultant as soon as reasonably practicable and in full all the services necessary for the performance of its tasks as detailed in Annex 3 [*Terms of Reference plus Tender Documents*].

2.3.2 In addition, the Employer shall support the Consultant, the Consultant's employees and directors and, where applicable, their [immediate] relatives in:

- (a) obtaining as soon as reasonably practicable any documents necessary for entering, residing in, working in and leaving the Country (visa, work permit etc.) (NA);
- (b) granting and/or obtaining unrestricted access to the Project where necessary for the performance of the Services;
- (c) the import, export and customs clearance of personal items and of goods and commodities required for the performance of the Services;
- (d) securing return transport in cases of emergency;
- (e) obtaining permission to import Foreign Currency that is required by the Consultant for the performance of the Services and for personal use by its Foreign Staff (NA);
- (f) obtaining permission to export the money paid by the Employer to the Consultant under this Consulting Contract (NA) ; and
- (g) providing access to other organisations for the purpose of obtaining information to be procured by the Consultant in relation to the performance of its obligations hereunder or any of the matters set out under any of the foregoing sub-paragraphs (a) through (f) above.

## **2.4 TAXES**

- 2.4.1 The Consultant is responsible for meeting any and all tax liabilities in the Employer's country arising out of the Consulting Contract, unless it is stated otherwise in the Special Conditions. Tax liabilities of the Consultant outside the Employer's country are considered to be included in the Remuneration and may not be charged separately.
- 2.4.2 If, after the date of signing of this Consulting Contract by the Parties, there is any change in the applicable law in the Employer's country with respect to taxes and/or duties which increases or (as the case may be) decreases the cost incurred by the Consultant in performing the Services, then the Remuneration and other expenses otherwise payable to the Consultant under this Consulting Contract shall be increased or (as the case may be) decreased accordingly by agreement to be concluded between the Parties hereto.

## **2.5 SERVICES AND FURNISHINGS**

The Employer shall make available to the Consultant, at the Employer's cost and expense, such technical and other equipment and offices as described in Annex 6 [*Equipment and Furnishings to be provided by the Employer and Third-party Services Commissioned by the Employer*] for the purpose of performing the Services.

## **2.6 CONTACT PERSONS OF THE EMPLOYER**

The Employer shall appoint two natural persons to act as the Employer's contact person and deputy to the Consultant in relation to this Consulting Contract, and the Employer further undertakes to appoint a substitute contact person without undue delay should either of the two individuals appointed (or the respective substitutes) no longer be available. The contact persons shall be set out in the Special Conditions.

# **3 The Consultant**

## **3.1 SCOPE OF SERVICES**

- 3.1.1 The Consultant shall deliver the Services in full and on time.
- 3.1.2 The Consultant shall cooperate in good faith with any third parties commissioned by the Employer pursuant to Paragraph 2.5 [*Services and Furnishings*]. The Employer shall not be liable for any costs, losses or liabilities caused by any of these third parties or their performance, except in the case of willful misconduct, gross negligence, death or bodily injury. In addition, the Consultant must, to the extent possible, comprehensively coordinate the services rendered by such third parties with the Services.

## **3.2 STANDARD AND SPECIAL SERVICES**

- 3.2.1 In addition to the Services specified explicitly in the Contract, the Consultant shall also perform all other services, if necessary, that are not listed under the contractual services, but are customarily required in order to properly discharge the contractual obligations

(**“Standard Services”**). The Standard Services shall be fully compensated through the Agreed Remuneration.

- 3.2.2 **“Special Services”** are services that are not explicitly specified in this Consulting Contract and are not Standard Services, but must necessarily be delivered by the Consultant in order to properly perform its duties under this Consulting Contract, because the external circumstances of service performance have changed unexpectedly, or because the Consultant has suspended the Services pursuant to Paragraph 4.5 [*Force majeure*], or because the Employer, with the prior written consent of KfW, requires services that were not included in the invitation to tender but are necessary.

**3.3  
DUE DILIGENCE**

Except to the extent otherwise stipulated in this Consulting Contract, or otherwise legally stipulated within the Country or within another legal system (including, without limitation, the legal system applicable in the Consultant's jurisdiction) by provisions that impose higher diligence standards than this Consulting Contract, in which case and to which extent such other diligence requirements shall apply, the Consultant shall perform its obligations under this Consulting Contract with due diligence and provide the Services in compliance with professional practice and the recognised quality standards, and in accordance with current scientific and generally accepted engineering standards. The Consultant must document its work, the progress of the Project and the decisions it takes in an appropriate form that is acceptable to the Employer and, in the case of any Services which are not remunerated on a lump-sum basis, compliant with the requirements arising from Paragraph 5.8 [*Auditing*].

**3.4  
REPORTING AND  
INFORMATION**

- 3.4.1 The Consultant shall report to the Employer and KfW on the progress of the Services in accordance with the Special Conditions and/or the Terms of Reference as applicable. Unless otherwise agreed in the Special Conditions and/or the Terms of Reference and, in case of long-term assignments such as construction management, training or operational support, the Consultant shall prepare and deliver to the Employer and KfW quarterly reports, and following the conclusion of the Services a final report covering the entire Completion Period. The reports shall include a comparison of targeted and actual costs of the planned activities; the progress of construction; developments in the time frame; financial developments; and information on any events or circumstances which may jeopardise the fulfilment of any of the Consultant's obligations or the implementation of the Project, and identification of possible solutions.
- 3.4.2 The Consultant shall inform the Employer and KfW promptly of all extraordinary circumstances (including, without limitation, any compliance-relevant circumstances or substantial suspicions) that arise during the performance of the Services and of all matters requiring KfW's approval.
- 3.4.3 The Consultant shall, at its own cost and expense, promptly deliver all records, documents and information requested by the Employer and/or KfW in connection with this Consulting Contract. This obligation shall survive the termination of the Consulting Contract for a period of 24 months.

### **3.5 STAFFING**

- 3.5.1 The Consultant shall employ the staff specified in Annex 5 [*Staffing Schedule*] to implement performance of the Services. The list of designated key staff and any changes to it shall require the prior written approval of the Employer and KfW.
- 3.5.2 Upon the Employer's request, the Consultant shall terminate the contract of, or release or replace, any staff member who fails to meet the requirements set out in this Consulting Contract or violates Paragraph 1.12 [*Conduct*]. Any such request of the Employer must be submitted in writing to the Consultant and must state the reasons for the requested termination, release or replacement.
- 3.5.3 If anyone of the Consultant's staff becomes unavailable or otherwise inhibited in the performance of its work (including, without limitation, due to sickness), for more than one month, the Consultant shall upon request of the Employer replace this staff member with another staff member. The foregoing shall be without prejudice to any other rights of the Employer under this Consulting Contract, including, without limitation, under Paragraph 4.6 [*Suspension or Termination*].
- 3.5.4 If any staff employed by the Consultant need to be replaced, the Consultant shall ensure that the staff member in question is replaced promptly by an individual with at least equivalent qualifications and experience.
- 3.5.5 Staff shall only be replaced after prior written approval by the Employer, such approval not to be unreasonably withheld. The exchange or replacement of key staff according to the Staffing Schedule (Annex 5) specified by name shall require the prior written approval of KfW.
- 3.5.6 If the Consultant terminates the contract of, or releases or replaces, any staff during the term of this Consulting Contract, any costs thus accrued shall be borne by the Consultant.

### **3.6 CONTACT PERSON OF THE CONSULTANT**

- 3.6.1 The Consultant shall appoint a natural person as its contact person for the Employer in relation to this Consulting Contract, and the Consultant further undertakes to appoint a substitute contact person without undue delay should the individual appointed (or its substitute) no longer be available.
- 3.6.2 Moreover, the Consultant shall specify and provide contact details to the Employer and KfW for an individual, as well as a deputy, at the Consultant's place of business who can be reached at any time in cases of emergency or crisis. The Consultant shall notify the Employer and KfW without delay of any change of any such elected person or its contact details.

**3.7  
INDEPENDENCE OF  
THE CONSULTANT**

The Consultant undertakes that neither the Consultant nor any person or enterprise associated with the Consultant as set out in the Declaration of Undertaking shall bid for the Project as manufacturer, supplier, or building contractor. This prohibition also applies to any bidding for any further consulting services, insofar as such consulting services might lead to a restriction of competition or a conflict of interests. Any violation of this stipulation entitles the Employer to the immediately terminate this Consulting Contract and require the reimbursement of any and all costs incurred by the Employer up to the time of such violation as well as compensation for any and all losses and damages incurred by the Employer as a result of such termination.

**4**

**Commencement, Completion, Amendment and  
Termination of the Services**

**4.1  
COMMENCEMENT  
AND COMPLETION**

- 4.1.1 The Consultant shall begin performing the Services on the Commencement Date. The Consultant shall deliver the Services in accordance with the time schedule set out in Annex 7 [*Time Schedule for the Performance of the Services*], and shall complete the Services within the Completion Period (for the avoidance of doubt, subject to any adaptations (if any) in accordance with paragraph 4.1.3 below).
- 4.1.2 In the case of optional services (if any), the Consultant shall commence delivery of such optional services not earlier than upon receipt of notification from the Employer, subject to the Employer having received KfW's prior written consent.
- 4.1.3 Any change to the time schedule in Annex 7 [*Time Schedule for the Performance of the Services*] due to a reasonable request by either party shall be mutually agreed upon in writing.

**4.2  
PENALTIES FOR  
DELAY AND  
DISSATISFACTORY  
SERVICES**

- 4.2.1 If the Consultant culpably fails to perform any of the Services within the respective time agreed for such Services, the Consultant shall, except to the extent that the Special Conditions include a stipulation to the contrary, be obliged to pay to the Employer a penalty in an amount of 0.5% of the contract value for every week of delay, subject to an overall cap of 8% of the contract value. Any claims which the Employer may have as a consequence of such delay (if any) shall be deemed to be settled by such payment. The foregoing shall be without prejudice to the Employer's right of termination pursuant to Paragraph 4.6.2 [*Suspension and Termination*].

- 4.2.2 In the case the Consultant has not provided the Services in accordance with the provisions set out in this Consulting Contract to the satisfaction of the Employer and if this has (i) been notified by the Employer to the Consultant and (ii) not been remedied by the Consultant within 21 days upon receipt of such notification, and provided that the Employer has requested payment of a penalty in accordance with Paragraph 4.2.1 [*Penalties for Delay and Dissatisfactory Services*] above, the Employer and KfW shall be entitled to prohibit the Consultant from mentioning this Project as a reference for future project tenders.

#### **4.3 AMENDED SERVICES**

- 4.3.1 Subject to the prior written consent of KfW, the Employer shall be entitled to require at any time an amendment of the Consulting Contract (any amended or additional services or amended deadlines/periods for execution – “Amended Services”).
- 4.3.2 In this case, the Agreed Remuneration and the Completion Period shall be adjusted accordingly by mutual agreement of the Parties. The Consultant shall submit proposals for performance of and remuneration for the Amended Services.
- 4.3.3 The Consultant shall execute the Amended Services if the Employer agrees, in writing, to the remuneration proposal.

#### **4.4 IMPEDIMENT**

- 4.4.1 If the performance of the Services is impeded or delayed by the Employer or the Employer's contractual partners (“impediment”) and such impediment leads to an increase in the costs, the scope or the duration of the Services, the Consultant shall immediately notify the Employer of the circumstances and the possible consequences.
- 4.4.2 If an impediment is caused by the Employer's wilful misconduct, intent or negligence, the Consultant shall be entitled to reimbursement of the costs incurred by it as a result of such impediment, provided that the Consultant proves the incurrence of these costs to the Employer.

#### **4.5 FORCE MAJEURE**

- 4.5.1 In the event of a Force Majeure, the contractual obligations, to the extent affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure, provided that one Party receives notification of the Force Majeure event from the other Party within two weeks after its occurrence. Any and all liability of the Consultant for damages arising due to its absence caused by the Force Majeure is excluded, provided that this shall not apply to any damages which the Consultant could have, but has wilfully or negligently not, mitigated in light of the circumstances at that time.
- 4.5.2 In the event of a Force Majeure, the Consultant shall be entitled to an extension of the Completion Period equal

to the delay caused by such Force Majeure. If the performance of the Services is rendered permanently impossible by the Force Majeure, or if the Force Majeure event continues for more than 180 days, either Party to this Consulting Contract shall be entitled to terminate the Consulting Contract.

4.5.3 In the case of a suspension or termination of the Consulting Contract due to Force Majeure, the Consultant shall be entitled to claim from the Employer payment of:

- (a) a proportionate amount of the Agreed Remuneration for the Services performed up to the occurrence of the Force Majeure; and
- (b) all necessary and evidenced expenditures of the Consultant arising from the discontinuing of the Services,

in each case in accordance with the principles agreed in Paragraph 5 [*Remuneration*] and the Special Conditions as well as the principles set out in Paragraph 4.6.4 [*Suspension or Termination*].

4.5.4 The Consultant must, however, mitigate its loss and deduct any proceeds of such mitigation, which shall include:

- (a) any remuneration paid to the Consultant in consideration for working on other projects during the time the Consultant was (but for the discontinuation) scheduled to work on the Project; and
- (b) any remuneration that the Consultant could reasonably have earned in consideration for working on other projects during the time the Consultant was (but for the discontinuation) scheduled to work on the Project, but which the Consultant has not received as a result of the Consultant's wilful misconduct or negligence.

4.5.5 The Consultant shall not have any further payment claims as a consequence of the Force Majeure Event.

#### **4.6 SUSPENSION OR TERMINATION**

4.6.1 The Employer may, with the prior written consent of KfW, fully or partially request suspension of the Services or terminate this Consulting Contract, in each case by serving written notice of at least 30 days. In this event, the Consultant must immediately take all measures necessary to ensure that the Services are discontinued and any expenditures minimised. The Consultant shall hand over all reports, drafts and documents to be prepared by the date in question to the Employer. If the suspension continues for more than 180 days, the Consultant may terminate the Consulting Contract. In the case of such termination Paragraph 4.5 [*Force majeure*] shall apply mutatis mutandis.



- 4.6.2 If the Consultant fails to meet any of its contractual obligations within the agreed time for such obligations, the Employer may serve a notice upon the Consultant and request it to duly perform its Services. If the Consultant fails to remedy the performance deficit within a reasonable time frame as determined by the Employer which shall be, however, not less than 21 days of having been called upon to do so by the Employer, the Employer shall be entitled, after this period has elapsed, to terminate the Consulting Contract by written notice.
- 4.6.3 The Consultant may terminate this Consulting Contract if any amounts due and payable to it under this Consulting Contract have not been reasonably disputed or paid within 60 days after the receipt by the Employer of the corresponding invoice, provided that (i) the Consultant has delivered to the Employer a written reminder within 30 days after the initial 60 days deadline has passed and (ii) the Employer has not paid the due amounts within a further grace period of 30 days upon receipt by it of such reminder. Without prejudice to the right to terminate due to Employer's nonpayment the Consultant may suspend the performance of this Contract if and for so long as any amounts due and payable under this Consulting Contract have not been reasonably disputed or paid within 60 days after the receipt of the Consultant's corresponding invoice by the Employer, provided that the Consultant has submitted a written reminder notice to the Employer after the initial 60 days deadline has passed and the Employer does not pay the due amounts within a further period of 21 days after the reminder notice.
- 4.6.4 In the case of a termination or suspension of the Consulting Contract, the Consultant shall be entitled to demand payment of:
- (a) the due but unpaid proportion of the Agreed Remuneration for the Services performed until the date of termination or suspension; and
  - (b) if the termination or suspension of the Consulting Contract is not caused by a default by the Consultant, all necessary and evidenced expenditures of the Consultant arising from the discontinuing of the Services, provided, however, that the Consultant must mitigate its loss and deduct any proceeds of such mitigation, which shall include:
    - (i) any remuneration paid to the Consultant in consideration for working on other projects during the time the Consultant was (but for the termination or suspension) scheduled to work on the Project; and
    - (ii) any remuneration that the Consultant could reasonably have earned in consideration for

working on other projects during the time the Consultant was (but for the termination or suspension) scheduled to work on the Project, but which the Consultant has not received as a result of the Consultant's wilful misconduct or negligence.

- 4.6.5 If the termination or suspension of the Contract has been caused due to a default of the Consultant, the Employer shall be entitled to demand compensation for any direct damages caused by the default.

**4.7  
BREACH OF  
PARAGRAPH 1.13**

- 4.7.1 If the Consultant has breached Paragraph 1.13 [*Sanctionable Practice*], the Employer may, notwithstanding any sanctions which may be applicable according to the law of the Country or any other legal system, terminate this Consulting Contract in writing with immediate effect.
- 4.7.2 The Employer may also terminate this Consulting Contract in writing with immediate effect if the Declaration of Undertaking submitted by the Consultant [in accordance with Paragraph 1.13.3] is untrue or inaccurate in any respect or if the any obligations thereunder have been breached.

**4.8  
RIGHTS AND  
OBLIGATIONS OF THE  
PARTIES IN CASE OF  
TERMINATION**

For the avoidance of doubt, a termination of this Consulting Contract shall not prejudice or affect any rights, claims or obligations of any Party which have arisen before the termination takes effect. Notwithstanding the foregoing, in the case of a termination pursuant to Paragraph 4.7 [*Breach of Paragraph 1.13*] the Employer shall be entitled, in cooperation with KfW, to request the repayment of any remuneration (in total or in part considering the circumstances of the violations) which has been paid to the Consultant pursuant to this Contract. The burden of proof that a case of termination is given lies with the Employer.

## 5 Remuneration

### 5.1 FORMS OF REMUNERATION

In consideration for the performance of the Services, the Employer shall pay to the Consultant the remuneration as agreed in the Special Conditions subject to the conditions listed therein and the conditions set out below, and subject further to Annex 8 [*Cost Calculation and Invoicing Table*]. Remuneration shall be made as lump sum service.

### 5.2 GENERAL PAYMENT TERMS

To the extent not otherwise agreed in the Special Conditions, the Employer shall pay the Consultant's remuneration as follows:

- (a) An advance payment due within 15 days following the date of this Consulting Contract upon presentation of an invoice .
- (b) Instalments shall be paid upon presentation of corresponding invoices .
- (c) The final payment shall be made after the Services have been performed in full and written confirmation has been provided by the Employer to the Consultant and prior written non-objection has been obtained from KfW.
- (d) The remuneration for Special Services are included in the Contract Value. Notwithstanding, the Consultant shall only be entitled to a separate remuneration for Special Services if the Services are amended, the Special Services therefore constitute Amended Services and a separate remuneration for the Special Services has been agreed pursuant to paragraph 4.3. [*Amended Services*].

### 5.3 PAYMENT CONDITIONS

- (a) Payments to the Consultant shall be made in a pre-determined number of instalments as mentioned below .:

#### PAYMENT SCHEDULE

Deliverables	Amount in Percent	When
Signing of Contract	10 % of the total cost as advance	Within 15 days of the signing of contract
Inception Report and Questionnaires	10 % of the total cost	Within 15 days of the approval of Inception Report and Questionnaires and submission of invoice
Completion of Data Collection and Data Entry	10 % of the total cost	Within 15 days after receipt of the completion report and submission of invoice
Submission of Draft Report and Presentation of Finding	30 % of the total cost	Within 15 days after the receipt of draft report and presentation of finding and submission of invoice

Submission of Final Report after Incorporation of Changes Suggested by the Project (with Photographs, Maps and Annexures etc.)	40 % of the total cost	Within 30 days after the receipt of the final report and submission of invoice
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(b) The minimum amount for an invoice is INR 2,95,200 except for the payment against draft report and final report

(c) Other Costs, if any, shall be invoiced together with the agreed instalments. Unless the remuneration for Other Costs is included in the lump sum instalments, the invoices must be accompanied by a list of expenditures based on Annex 8 [*Other Cost Calculation and Invoicing Table*] stating previous cumulative expenses, current expenses and remaining budget as well as the date, price and exchange rate and the Euro equivalent amount, if applicable (NA) .

The original documentation evidencing the Other Costs shall be sent to the Employer (Project Management Unit, Biodiversity and Forest Management in Nagaland, Project, NSBB) unless this Consulting Contract has been entered into pursuant to an agency contract in which case the original documentation shall remain with the Consultant and be delivered to the Employer or (as the case may be) KfW promptly upon request of the Employer.

#### 5.4 LIMITATIONS

(a) The remuneration of the Consultant (including, for the avoidance of doubt, Other Costs, if any) shall not exceed the Contract Value set forth in the Special Conditions.

(b) If, in case of a time-based remuneration, (a) the remuneration which is payable to the Consultant under this Consulting Contract has accumulated to an amount equivalent to 70% of the Contract Value and (b) in the reasonable opinion of the Consultant, the final date of the Completion Period as set out in the Special Conditions will be postponed and therefore, the Contract Value will be exceeded, then the Consultant shall immediately inform the Employer thereof in writing together with (i) an updated timeline, (ii) the forecast for additional costs, based on the terms as agreed in the Special Conditions and (iii) justification that the delay has not been caused by the Consultant. The Employer may, in its full discretion upon KfW's prior written non-objection, then agree in writing upon an increase of the Contract Value.

(c) As soon as the overall payments to the Consultant under this Consulting Contract have reached an amount equivalent to 70% of the Contract Value, payments will only be made subject to the conditions that (i) the

Consultant has provided evidence of the Services rendered forthwith in accordance with Paragraph 3.4 [*Reporting and Information*] satisfactory to the Employer together with the invoice and (ii) written non-objection of KfW has been obtained. For the avoidance of doubt, the Employer has the right to (i) suspend payments or reject any invoice at any time if the Consultant fails to perform its obligations under this Consulting Contract and (ii) to request evidence of Services at any time. The Employer shall also have the right to suspend payment of any lump sum instalment at any stage in the event of substantial deviations from the time schedule. If the payment of instalments is suspended, the Employer must proceed in accordance with Paragraph 5.7 [*Objections to Invoices*].

## 5.5 INVOICING

- (a) Payments are made against invoices. The original invoices shall specify (i) the period for which the underlying Services have been performed and (ii) correct banking details and shall be addressed to the Employer.

In the case of conclusion of this Consulting Contract pursuant to an agency contract: the Consultant's invoices (other than the final invoice) shall be addressed to the Employer "c/o KfW". Except for the final invoice, the Consultant shall send each original invoice to KfW and a copy of each invoice to the Employer directly. The original final invoice is to be addressed to the Employer and KfW will receive a copy.

- (b) With each invoice the Consultant implicitly declares that the performance and/or costs invoiced have actually incurred and that the lists accompanying the respective invoices are true and complete.

## 5.6 PAYMENT DEADLINE

- (a) Other than in the case of an advance payment or unless otherwise stated in the Special Conditions, payment shall be made within 60 days of presentation of a verifiable invoice by the Consultant to the Employer.
- (b) If the Employer does not make the payment within the period set out in Paragraph 5.6(a) [*Payment Deadline*] and the Employer has not raised an objection pursuant to Paragraph 5.7 [*Objection to Invoices*] within that date, the Employer shall pay to the Consultant a compensation at the rate agreed in the Special Conditions. This shall be calculated on a daily basis from the date on which the relevant amount became due and payable in the currency set out in the Special Conditions. The Consultant shall have no further rights or claims arising from any delay of the Employer.

## 5.7 OBJECTION TO INVOICES

Should the Employer object to any invoice of the Consultant (or any aspect or part thereof), the Employer shall notify the Consultant of its intention to withhold payment and shall state the reasons why. If the Employer objects only to a part of an invoice, it

shall pay that part of the invoiced amount to which it has not objected within the period specified in Paragraph 5.6 [*Payment Deadline*].

**5.8  
AUDITING**

For any Services (or parts thereof) that are not remunerated on a lump-sum basis, the Consultant shall 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 permit the Employer and KfW (as well as their respective advisors and auditors) to audit these records at any time and make copies of them.

**5.9  
PRICE ADJUSTMENTS**

- (a) Price adjustments, if any, will be agreed upon in the Special Conditions.
- (b) In case of an increase of the Contract Value, price adjustments of the amount by which the Contract Value has been increased shall be calculated on the basis of the original unit price.

## **6 Liability**

**6.1  
GENERAL LIABILITY  
OF THE CONSULTANT**

The Consultant shall be liable to the Employer for culpable breaches of its contractual obligations, including, without limitation, of its obligations under Article 3 [*The Consultant*]. The liability of the Consultant shall be limited to the Contract Value. The foregoing limitation shall not apply in the case of wilful misconduct or gross negligence.

**6.2  
LIABILITY FOR SUB-  
CONTRACTORS**

For the avoidance of doubt, the Consultant shall also be liable for the Services provided by a sub-contractor pursuant to Paragraph 1.8 [Assignment and Sub-contracting].

**6.3  
PERIOD OF LIABILITY**

The Consultant's liability shall terminate according to the law governing the Consulting Contract as set out in the Special Conditions, unless a different point of time has been agreed in the Special Conditions.

**6.4  
LIABILITY FOR  
CONSEQUENTIAL  
DAMAGE**

Liability for consequential damages is excluded.

**6.5  
LIABILITY OF THE  
EMPLOYER**

The Employer shall be liable for culpable breaches of its contractual obligations, including, without limitation, of its obligations under Paragraph 2 [*The Employer*].

## Insurance against Liability and Damages / Guarantees

### 7.1 INSURANCE AGAINST LIABILITY AND DAMAGES

7.1.1 The Consultant shall take out and maintain adequate insurance for the entire duration of the Consulting Contract and on the terms specified in the Special Conditions, including, but not limited to, the following:

- (a) professional liability insurance;
- (b) personal liability insurance;
- (c) equipment insurance covering loss of or physical damage to all equipment acquired, used, provided or paid for by the Employer within the context of this Consulting Contract; and
- (d) motor vehicle third party liability insurance and motor vehicle comprehensive hull insurance for the vehicles acquired in connection with this Consulting Contract.

7.1.2 The costs incurred in connection with the insurance specified in Paragraph 7.1.1 [*Insurance Against Liability and Damages*] shall be fully compensated by the Agreed Remuneration and may not be charged separately.

7.1.3 The Employer shall take out the insurances to the extent agreed in the Special Conditions.

### 7.2 GUARANTEES

Any guarantees shall be in the form set out in Annex 10 [*Form of Advance Payment Guarantee*] and shall always be provided as bank guarantees issued in favour of the Employer as beneficiary. They must be acceptable to the Employer and KfW. The original of the guarantee shall be sent to the Employer, with a copy, together with a confirmation of delivery of the original, to be sent to KfW.

## **8 Disputes and Arbitration Procedure**

### **8.1 AMICABLE SETTLEMENT**

Should a dispute arise from or in connection with this Consulting Contract, Parties shall, within 21 days of one party submitting a written request to the other party, endeavour in good faith to settle the dispute amicably.

### **8.2 MEDIATION**

8.2.1 If an amicable settlement cannot be reached within a period of 3 months after the written request pursuant to Paragraph 8.1 [*Amicable Settlement*], the Parties shall, insofar as both sides agree, attempt to settle the dispute in accordance with the Special Conditions by way of mediation prior to initiating arbitral proceedings. Notwithstanding, the Parties may agree to begin mediation immediately. Unless the Parties agree otherwise within a period of 14 days, either party may require that the mediator is appointed by the institution named in the Special Conditions.

8.2.2 Mediation shall begin no later than 21 days after the mediator has been appointed. The mediation process shall be implemented in accordance with the procedure selected by the appointed mediator.

8.2.3 All negotiations and talks held in the course of mediation shall be treated confidentially.

8.2.4 If the Parties accept the recommendations of the mediator or agree to settle the dispute another way, the agreement reached shall be recorded in writing and signed by the representatives of the Parties.

8.2.5 If the dispute is not settled within 3 months after the mediator has been appointed, the dispute shall be settled by way of the arbitration procedure pursuant to Paragraph 8.3 [*Arbitration Procedure*].

### **8.3 ARBITRATION PROCEDURE**

If the Parties do not reach an amicable agreement pursuant to Paragraph 8.1 [*Amicable settlement*] or by way of mediation pursuant to Paragraph 8.2 [*Mediation*], the dispute shall finally and exclusively be settled – except where otherwise stipulated in the Special Conditions – in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris by one or several arbitrators appointed in accordance with the Rules. The place of arbitration and the language of the arbitration procedure shall be stipulated in the Special Conditions.



## **Part II: Special Conditions**

### **Ad Article 1: General Provisions**

#### **Ad 1.1: Definitions**

**“Completion Period”:** The completion period shall be up to the 5 (Five Months) starting on the Commencement Date and ending on **[19.02.23 ]**.

**“Country”:** India

**“Project”:** “Baseline Survey” under

Forest and Biodiversity Management in the Himalaya, Nagaland Project , BMZ no. 201667740 as further specified in Annex 3.

#### *Project Description:*

The baseline survey will collect qualitative and/or quantitative data prior to the commencement of project activities in order to track the project’s achievements in meeting its objectives and monitoring progress and will also be useful for undertaking rigorous impact evaluations for the project.

Survey will include PRA / PLUP tools (e.g., population mapping, community resource mapping, land use mapping), as well as semi-quantitative household questionnaires, Key informant interviews and Focus Groups Discussions. The gathered data will be used a) as baseline for project indicators, b) to support micro-planning (especially PRA resource mapping) and c) for environmental and social impact assessment and development of appropriate mitigation measures in the context of ESMF and CEPF.

The baseline survey will collect data on key indicators for a sample of selected project villages amongst 70 project villages from all 12 CCAs in the 7 conservation landscapes.

The proposed project focuses on landscape and waterscape level connectivity. The land-scape for the project was considered as a contiguous geographical land unit or water unit in case of water-scape, that people use the resources based on an agreed land use plan among the concerned stakeholders. The landscape level management is defined from a conservation perspective and is restricted to landscapes with existing CCAs and which have the scope for enhancing conservation by connecting the existing CCAs. The landscapes were preselected by the government of Nagaland based on the primary criterion of biodiversity rich community conserved areas. The other criteria considered were:

- (i) where *jhum* and other major threats had already been solved by the communities.
- (ii) the conservation of biodiversity rich areas could be planned at landscape level emphasizing the continuity/connectivity of CCAs.

One exception to these criteria was consideration of the CCAs/proposed CCAs where human-elephant conflicts are acute.

## **. OVERVIEW OF THE SURVEY**

The overview section describes the main purpose of the baseline survey and outlines the key responsibilities expected of the consultant. The baseline survey is expected to be used for mid-term and end-term impact evaluations and must cover the relevant project indicators as per the logframe. It shall also be used for micro-planning of village activities and constitute the first step of the Participatory Livelihood Approach implemented in the project villages. The baseline survey will further establish the baseline for the Environmental and Social Assessments presented in the ESMF and CEPF.

### **Overall responsibilities of the consultant include:**

#### **D) Participatory mapping at village level:**

- (7) Introduction of the project and the survey tasks to the village communities and permission to undertake the survey
- (8) Organize participation at mapping exercise
- (9) Ensure participation of natural resource users
- (10) Inclusion of women and representatives of vulnerable groups
- (11) Carry out the mapping activities and document results
- (12) Provide digitalized maps covering:
  - Village Mapping incl. boundaries, habitations, ethnic, caste and socio-economic status / poverty
  - Land use mapping incl. land uses and ownership status, incl. types of cultivation/main crops;
  - Livestock grazing areas;
  - Natural Resource Use mapping (incl. Water Resources, Firewood, NTFP)
  - Protected Areas (CCAs); Village Forests
  - Biodiversity Mapping, Habitats and Human Wildlife Conflict (HWC) Areas
  - Risk Area Mapping Natural Hazards, disputed terrains / social conflicts
  - Institutional Mapping, village institutions, projects, SHGs etc.

#### **E) Household Questionnaire Development and Survey:**

- (11) Develop the exact sample frame for the household questionnaire
- (12) Design the baseline survey questionnaires, covering the topics of the guidance
- (13) Test the questionnaires
- (14) Discuss the results of questionnaires and analysis with project team (CTA / ACTA / PD)
- (15) Incorporate changes into the questionnaires after testing
- (16) Get approval of the questionnaire by CTA / ACTA / Project Director or any committee formed.
- (17) Arrange for the questionnaires to be translated into relevant languages
- (18) Hire and train the field supervisors and enumerators
- (19) Plan the field work logistics

- (20) Conduct a pilot survey and revise the questionnaire based on the findings of the pilot survey
- (15) Prepare survey implementation and questionnaire documentation, e.g., enumerator supervision manuals, etc.
- (16) Supervise survey implementation and ensure quality control
- (17) Develop the data entry program, supervise the project database, and arrange for data cleaning and entry
- (18) Analyse and report the findings of the survey and provide datasets and final documentation of survey results.

#### **F) Focus group Discussions (FGD) and Key Stakeholder Interviews (KSI)**

- Preparation of tool for Qualitative Survey
- Testing of tools
- Discussing the results of the tools
- Approval of tools by CTA / ACTA / PD
- Carry out FGDs and KSI to gather qualitative information and gain more precise understanding of institutional issues at the village level, potential challenges and conflicts from the perspective of the interview partners and to collect livelihood development priorities related to sustainable land & resource use.
- FGD shall include men and women as well as indigenous groups. Women may be interviewed in separate groups (e.g., SHG etc.) to gain understanding of specific women perspectives on resource use and recommendations.
- Documentation of FGD and KSI results through detailed minutes of meeting (MoM) which present the relevant statements made by stakeholders.

### **3. SPECIFIC SURVEY TASKS OF THE CONSULTANT**

#### **a) SAMPLE SELECTION**

Selected villages will be sampled for the survey. Sampled villages may surveyed using participatory survey methods like PRA tools such as transect walk, resource mapping, institutional mapping, wealth ranking, dependency of community on forest biodiversity, power-interest mapping etc. It will be important to ensure participation and adequate representation of vulnerable groups including poor, indigenous peoples, women, youth, old-aged and disabled community members. The results (and the process) will be documented in detail and digitalized for further use in planning and assessment.

Representative sample will be selected considering 7 Landscapes, 12 CCAs and 70 villages. Accordingly, households will also be sampled. A 100% survey is not possible due to financial constraints and interview numbers will be too small to achieve fully representative results that would allow inter village comparison. At the level of the entire project area a representative result will be attempted (household questionnaires). Sample selection will ensure adequate representation of the above-mentioned groups and include the criteria of economic well-being, in order to select households of different economic status (e.g., not only land-owners, but women also headed households etc.). The demographic and socio-economic profiles gathered with the household survey

will be triangulated with existing statistical socio-economic data on district level. This combination will then constitute the baseline chapters (on selected topics) to be used for measuring project progress at mid-term and after project completion.

The environmental and social baseline will be used for the environmental assessment that will be part of the ESMF. The identification of environmental concerns and risks (e.g., landslides, flooding, water supply etc) and community development priorities by the target groups will be essential for impact assessment and design of adequate mitigation measures.

Focus Group discussions and Key stakeholder interviews will be used to identify concerns (e.g., environmental / social), assess potential risks, existing community priorities and expectations. The information gathered will be used to triangulate / qualify the survey data. Selection of participants in focus groups shall ensure inclusion of the above-mentioned target groups. It shall be ensured that the concerns and priorities of vulnerable groups etc. (as mentioned above) are expressed and listened to.

Consultant will design the sample and representative of the targeted beneficiaries.

Sample size will be 30% of 70 project villages i.e 21 villages.

**Representative responsibilities of the consultant include:**

- Recommend the appropriate sample design, which involves developing the sampling methodology (sampling stages, strata etc.), the sample frames, the system for selecting the sampling units, sampling weights, sample size, and the procedures for calculation of expansion factors.
- Construct the sample weights and provide documentation on the methodology to construct the weights.
- Create plans for implementing the sample design and train staff to implement the sample design.
- Purposive Stratified sampling of the household will have to be done so as cover different categories is one of the methods of sampling in such a scenario.

**b) DATA COLLECTION**

The survey will include a combination of structured and less structured, quantitative and qualitative methods that will be put into relation to each other for the specific socio-economic and environmental context.

It is useful to refer to the Log-frame annex of the Project Document, which describes data collection and reporting for each outcome and result indicators. For follow-up studies, it is important to ensure that data collection methods used by these studies are consistent with the methods used in the baseline survey to the extent possible. Certain aspects of the studies that need to be consistent include (i) sampling methodology and location, (ii) definition of important groups, and (iii) questionnaires including how specific questions are asked.

The baseline sub-chapters shall start by presenting the official statistical data at district level and then provide the quantitative data of the household survey and the participatory maps developed in PRA exercises from the sample communities. Potential differences between various sources of information are discussed.

Community concerns, risk assessments and development priorities mentioned during Focus Groups, Key Stakeholder interviews, PRA exercises and Household Questionnaires will be analysed to develop the basis for micro-planning of project activities and mitigation measures for the project ESMF.

### c) IMPLEMENTING THE SURVEY

This section of the ToR outlines responsibilities of the consultant, the enumerators and the supervisors with regard to implementing the survey.

#### **Representative Responsibilities of the Consultant Firm include:**

- Plan for survey implementation: Based on the sample frame, the consultant will create a plan for implementing the sample design and train staff to implement the designed sample.
- Training of field workers: The consultant will train field workers provided by the PMU to ensure that the survey is completed as per schedule.
- Pre-testing and piloting questionnaire: The consultant will have primary responsibility for pre-testing and piloting the questionnaire. After the pre-test and pilot survey, the questionnaire will be revised based on errors detected in the pre-test and then once again translated (and back translated) into the local language.
- Data collection and entry: Results of the pilot should be entered into the data entry program developed for the project to debug any errors in the program, data entry or coding. Once the questionnaire is revised after the pilot, the data entry software will also need to be revised to reflect the changes in the questionnaire. Data collection should be done using softwares for online data entry and updation.
- Managing field operations: The consultant will be responsible for all field operations, including logistical arrangements for data collection and obtaining the consent of respondents. The consultant will also contact local officials and village leaders to explain the project and obtain community consent for the baseline survey. The consultant will obtain maps, lists and other community records as required.
- Collection of GPS coordinates: The consultant will collect GPS coordinates for each survey village.
- Preparation of fieldwork progress reports: The consultant will prepare brief fieldwork progress reports at the end of each month. The report will include the number of surveys completed, problems encountered, and how they were resolved (for example, the number of replacement households and why they were necessary) and the number of questionnaires entered in the data entry software.

Note: Household surveys should be conducted during a single visit to the household. In exceptional cases (if respondents do not have time or are not at home or coding errors need to be verified) it may be necessary to return to the household on more than one occasion, but this should not be the norm.

#### **Other responsibilities of the Consultant include:**

- Visit the selected establishments (e.g., VOs)/households/respondents and ensure their participation.
- Conduct face-to-face interviews with the selected respondents.

- Record the answers accurately and code the questionnaires accordingly.
- Ensure completeness and accuracy of answers; perform accuracy checks on the questionnaires.
- Ensure security and safety for the completed questionnaires.
- Safeguard the confidentiality and privacy of the collected information.
  - Explain clearly to each surveyor his/her duties and responsibilities.
  - Ensure that the interviewers undertake the survey with the establishments/ households/respondents chosen for the sample without substitution.
  - Provide replacements for non-response.
  - 
  - Check completed questionnaires and approved questionnaires for data entry
  - 
  - Spot-check and call back participating establishments/households/respondents.
  - Provide feedback to enumerators on quality assurance and methodology requirements.
  - Liaise and report activities to the survey manager and compile and send weekly reports on survey progress to the survey manager.

#### d) TRAINING OF FIELD WORKERS

Training of field workers: This activity consists of all the work necessary to develop training materials and manuals for all staff involved in fieldwork and to train field workers so that they understand the content of the questions, the layout, and coding strategy of the questionnaires.

Participation in training sessions: The Team Leader, Socio-economic Expert, Forestry Expert, Marketing and Credit Linkages Expert (*Agri – Horticulture, Animal husbandry and Forest Products*), Data Processors/Data Tabulators, Surveyors will participate in training sessions that will be held at PMU, Kohima. Cost of the training will be borne by the PMU under the baseline survey. Duration of the training will be decided by the consultant, however it is suggested to organise three days training including one day field work to test questionnaire. The training sessions will be conducted by the Team Leader and Other Experts and will cover topics such as:

- Debriefing on the objectives of the survey, quality control mechanisms, and overall conduct of the project.
- Detailed explanation of each question so that enumerators are able to interpret all questions consistently and ask all questions in the prescribed manner with informed explanations to help respondents in case of difficulties.
- Instruction on how to properly fill out the questionnaires (convention for numeric variables, importance of legal values, how to differentiate and write replies such as non-applicable, refusal to answer, do not know, and so on).
- Issues related to data entry and checking of questionnaires.
- Techniques to secure participation, interviewing techniques, how to handle difficult situations, and common occurrences, and probing.

- Mock interviews to test the interviewers.
- A dry run in the field and a recap of experience after the dry run.
- Logistics and schedules

The consultant is responsible for the training. However, the Project Director or a designated person may participate in the training session and may conduct some training sessions for the consultant's senior staff, in particular explaining the content of the questionnaires.

**Development of questionnaire:** The consultant will develop questionnaire for collecting quantitative and qualitative data from the field

**Refinement of questionnaire:** The consultant may add or change a few questions following the pilot survey (testing stage). In this instance, it is the consultant's responsibility to hold a brief follow-up training session to ensure that all enumerators and supervisors understand the additional questions or changes to the questions before the actual survey is launched in the field.

***Note book: During survey interviewers may come across with the information which cannot be captured through questionnaire. Therefore, such information can be noted down in the note book.***

***Interview Guide: The consultant will also develop an interview guide for the use of field workers.***

#### e) CLEANING AND ANALYZING BASELINE DATA

This section of the TOR outlines the responsibilities of the consultant with regard to cleaning and analysing baseline data.

**Representative responsibilities of the consultant include:**

- Use of software that can check for ranges and consistency of data and generate reports indicating missing data, data outside of the accepted ranges, inconsistent answers, and the response rate.
- Data entry, data cleaning, data verification, coding open-ended questions, database management, tabulation of plans, development of the data entry manual, data entry operator training, data quality checks, and development of guidelines for using the data.
- Entry of all survey data concurrent with data collection.
- Conducting exploratory data analysis (for example, frequencies, percentage tabulations, and cross tabulations) of key survey variables and their correlates and produce a statistical abstract of the data.
- Sharing a draft outline for the statistical abstract once half the data entry is completed and the contents of the report agreed upon with the Project Director.
- Providing electronic datasets which need to be complete and labelled with variable names and value labels.

**Note:** Collected data will be the property of NSBB (PEA)

#### f) QUALITY CONTROL, DATA ENTRY AND DATA DELIVERY

**Responsibilities of the consultant are along the following lines:**

Team Leader will randomly check interviewers and accompany them on some interviews. Representatives of PMU (FD/NEPED) etc., may also accompany some survey teams during the pre-test, pilot, or actual survey phase. This is to ensure quality and provide on-site supervision of data entry and database cleaning processes as a means of additional quality control.

The consultant would submit weekly progress reports of the survey in the prescribed format given below to the PMU, Forest and Biodiversity Management in the Himalayas Project, implemented by NSBB (PEA), on Monday of each week.

**Week:** \_\_\_\_\_ **Reporting date:** \_\_\_\_\_

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**Responsibilities of the consultant include:**

- Design/adapt/refine the questionnaires for the household survey as well as for FGDs and KSIs, ensuring each questionnaire is appropriate for the local situation and adequate to collect baseline data on the selected indicators. The final version of the questionnaire will be cleared in prior with the project implementation consultant and Government/PMU.
- Format/lay out the questionnaires, making sure all skip patterns are clear and coding all questions.
- Prepare all support documentation including coding guides, interviewer and supervisor manuals and the data entry manual. Also, submit hard and electronic copies of all documents to the PMU
- The results of the survey shall be presented in tabular form for the entire sample (Project Area), per CCA (several villages) and per individual village. Gender disaggregated data and disaggregation by vulnerability status shall be provided as appropriate.

**Qualitative Data**

Quantitative data may need to be supplemented with data collected through qualitative and participatory methods such as open-end and semi-structured interviews with key informants, direct or participant observation, focus group discussions, community surveys, wealth ranking, transect walks and institutional mapping. This flexibility of methods allows for data triangulation, cross-checking and on-the-spot-analysis. Qualitative data enables an in-depth survey of selected issues, case or events and provides critical insights into beneficiaries' perspectives, the dynamics of a particular reform, or the reasons behind results observed in a quantitative analysis. A special attempt can also be made to monitor the satisfaction of beneficiaries with the project through focus groups or other qualitative methods.

Information is obtained through semi-structured interviews, of a conversational yet controlled nature. This allows for comparison, but at the same time for the necessary flexibility to gain new inputs. The questions are asked according to flexible guidelines and with the aid of a questionnaire. The process aims at learning from and with the people by establishing a dialogue with voluntary contributions from the interview partners, rather than a 'question and answer' session. The focus lies on discussing people's local and subjective perspectives by respecting their knowledge and without adopting a paternalistic lecturing stance.

**Representative responsibilities of the consultant include:**

- Identify the type of qualitative information that needs to be collected.
- Design the appropriate methodology for collecting data.
- Prepare all supporting documentation required to facilitate the work of the interviewer and supervisors.
- Have on board or hire experts with training in sociology, anthropology, and economics; experience in conducting socio-economic analysis and rapid rural appraisals, and applying qualitative methods of data collection, including participatory observation; understanding of the particular thematic issues the project deals with; and excellent communication and facilitation skills.

- Prepare the final report based on the sub-reports. Generally, sub-reports are prepared for each village or other unit of study with the main findings, conclusions, and their explanation, structured field-notes from interviews, observations, personal interpretations and an assessment of the methodological approach. The questionnaires with daily adjustments highlighted, charts, maps, and field notes are annexed.

For each selected village, the following PRA tools shall be used and documented in detail:

- For each village at least 3 FGD are suggested: General meeting VC, Only Women meeting (e.g., women SHG), Youth organisation meeting.
- Village level PRA resource mapping (by men)
- Village level PRA resource mapping (by women)
- Village level PRA land-use mapping
- Village level PRA on people's organizations/ groups in the village
- Village level PRA on other organizations working in the village and in which programs (including Gov. and NGOs)
- Village level institutional mapping related to decision making and resource governance
- Village vulnerability / social mapping (incl. indigenous and caste issues?)

### **GPS and Remote Sensing Data**

It will be necessary to collect GPS/remote sensing data, such as GPS readings on location of specific infrastructure and mapping of natural resources (land use/forest cover, soils, water resources, drainage etc.) using satellite data. Satellite data provides an opportunity to monitor physical changes in the environment over a period of time due to project interventions.

All locations of FGD shall be recorded (GPS positions). (If possible) all interviewed households shall be recorded with their GPS Position.

**“Commencement Date”:** 22.09.2022 . The commencement date can be revised in case of adverse circumstances such as natural calamity, violence, local election, epidemic etc.

*[The date on which execution shall be commenced can be identical with the date on which the contract enters into force or it can lie after the date on which the contract enters into force. The date on which execution shall be commenced can be defined in absolute terms (first option) if the timeline of events is fixed or it can be defined relative to the date on which the contract enters into force (second option) if the date on which the contract enters into force cannot be determined in advance. The option that does not apply shall be erased. Usually, between the date on which the contract enters into force and the date on which execution shall be commenced a mobilization phase is planned for, whose length may be up to four weeks depending on nature and scope of the task. ]*

### **Ad 1.4: Communication and Language**

The language for notices, instructions, reports and other communication shall be **English** .

## Notices

### Address of the Employer

Office of the Project Director  
“Forest And Biodiversity Management in The Himalaya, Nagaland” Project  
Nagaland State Biodiversity Board  
Government of Nagaland  
2nd Floor, Forest Office Complex, New Ministers Hill  
Kohima, Nagaland- 797001

Email: [fbmp.kfw@gmail.com](mailto:fbmp.kfw@gmail.com)

Phone: +91-9732864872

Fax: NA

### Address of the Consultant

Postal address

Email: [●]

Phone: [●]

Fax:

### Address of KfW

Postal address

Palmengartenstrasse 5 – 9  
60325 Frankfurt  
Germany

*[The general address for KfW should be specified or changed according to the project in question]*

Email: [●][@kfw.de](mailto:[●]@kfw.de)

Phone: +49 (69) 7431-[●]

Fax: **+49 (69) 7431-[●]**

## **Ad 1.5: Governing law**

The law governing this Consulting Contract shall be **India**.

**English** language version shall be legally binding.

**Ad 1.9: Copyright and rights of use**

**Copyright and rights of use vest with PEA(Nagaland State Biodiversity Board)**

**Ad 1.14: Reimbursements**

Account details of the Employer's special account for reimbursements in Local Currency: [INR]

**Name of Account: KFW Nagaland**

**Name of Bank: State Bank of India**

**Branch: Kohima**

**Account No.: 39123980548**

**IFS Code: SBIN0000214**

**Ad Article 2: The Employer**

**Ad 2.2: Decisions and cooperation**

*[Distinguish as and where appropriate]* Decisions/discretions/cooperative actions of the Employer pursuant to Paragraph 2.2 [Decisions/cooperation] must be taken/exercised/performed at the latest within **10 days** from receipt by the Employer of the respective written request of the Consultant.

**Ad 2.4: Taxes**

The contractual parties agree on the following provisions regarding taxes and public duties in the country of the Employer: **India**

- *the Consultant and its staff are subject to local taxes and public duties directly attributable to the Contract*
- *and the Employer will reimburse the Consultant for these local taxes and public duties paid by the Consultant to the tax authorities. GST and other applicable taxes to be paid by the employer to the consultant upon raising of invoice and that would be covered from the government's contribution to the project*
- 
- *or the Employer will pay these taxes and duties on behalf of the Consultant to tax authorities.*
- *In such cases the Contract should specify the nature and amounts of taxes and the procedure of invoicing by the Consultant and the mode of payment by the Employer,*
- *the Consultant and staff are subject to local taxes and public duties directly attributable to the Contract which will be borne by the Consultant and its staff. In such cases offered prices are considered inclusive of local taxes and public*

*duties, i.e. local taxes and public duties shall be considered to be included in the overhead cost calculation and will not be subject to any separate payment.*

*The contractual provisions shall reflect the relevant case]*

**Ad 2.6: Contact person of the Employer**

The Employer's contact person shall be [●].

Mr. Supongnukshi, IFS

Project Director

*Office of the Project Director*

*Forest And Biodiversity Management in the Himalaya, Nagaland*

*Nagaland State Biodiversity Board, Government of Nagaland*

*2nd Floor, Forest Office Complex, New Ministers Hill*

*Kohima, Nagaland- 797001*

Mobile: +91-8732864872

Email: supong\_1@yahoo.co.in/fbmp.kfw@gmail.com

The Employer's deputy shall be

Mr. Ango Konyak

Deputy Director (Administration and Finance)

*Office of the Project Director*

*Forest And Biodiversity Management in the Himalaya, Nagaland*

*Nagaland State Biodiversity Board, Government of Nagaland*

*2nd Floor, Forest Office Complex, New Ministers Hill*

*Kohima, Nagaland- 797001*

*Mobile:+91-9612160078*

*Email:angokonyak@yahoo.co.in*

**Ad Article 3: The Consultant**

**Ad 3.3: Due diligence**

**No Special Condition**

**Ad 3.4: Reporting and information**

Consultant must submit soft and hard three copies of each report and data set is to be presented in any of the format agreed i.e. ASCII format, SPSS, or STATA which will be agreed upon

- 1<sup>st</sup> Month- Inception report and questionnaire within 20 days after signing of contract.
- 3<sup>rd</sup> Month Submission of report of completion of data collection and data entry within 3 months of submission of inception report and questionnaire
- 4<sup>th</sup> Month- Submission of Draft Report and presentation of finding within one month of submission of data collection and data entry completion report
- End of the 5<sup>th</sup> Month- Submission of final survey report within one month of submission of draft report after incorporating comments and suggestions.

**Ad 3.6.1: The Consultant's contact person**

The Consultant's contact person shall be [●].

Contact details [●].

The deputy shall be [●].

Contact details [●].

**Ad 3.6.2: The Consultant's contact person for cases of emergency or crisis**

The Consultant's contact person for cases of emergency or crisis shall be [●].  
Contact details [●].  
The deputy shall be [●].  
Contact details [●].

**Ad Article 5: Remuneration**

**Ad 5.1: Forms of Remuneration**

In consideration of the Services, the Employer shall pay to the Consultant an amount of

up to **29,52,000 (INR)**

(the "**Contract Value**").

In accordance with the Terms of Reference, the Services will be rendered as

*[please select:*

- ☒ Lump sum services
- ☐ Time based services (NA)
- ☐ A combination of lump sum and time based services] (NA)

*[in the case of a combination of lump sum and time-based services the above Contract Value should be allocated as follows:]*

This Contract Value is composed of

up to **29,52,000 (INR)**

(the "**Contract Value for Lump Sum Services**").

*[Unless all cost items are included in the lump sum remuneration, please add:]*

- (a) The Contract Value is composed of:
- (i) The amounts referred to in Annex 8 as Packages A and/or B up to an aggregate maximum amount of [●] in [● INR]
  - (ii) *[if applicable]* Other Costs in accordance with Annex 8] up to an aggregate maximum amount of [●] in [● currency]

[The Contract Value is exclusive of the remuneration for the following options:

Option	[●]	Up to [●] in [● INR]
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- (b) The applicable currency for the Consulting Contract is **INR**.

*[One single currency should be used, preferably EURO. If, exceptionally, the remuneration is calculated and invoiced in two currencies, the respective components of the Contract Value should be listed here, and the terms of payment below adjusted accordingly.]*

*[Preferably, the following option should be agreed]*

It is agreed that the Employer may make payments in Euro even if the invoice is issued in a currency other than Euro. In such cases, the payments in Euro

will be based on the exchange rate (reasonably to be determined by KfW) applicable on the day on which the payment is made. For these purposes, the Employer or (in case of an Agency Contract, KfW on its behalf) is entitled to request the Consultant to provide a bank account which is able to receive Euro.

*[If the option set out above is not acceptable to the Consultant, the following option must be included]*

To the extent that the Consultant issues an invoice in a currency which KfW is unable to disburse, the Employer has the right to make payments in Euro. Without prejudice to the foregoing, the Employer is entitled to make the final payment in Euro. In these cases, the respective payments will be based on the exchange rate (reasonably to be determined by KfW) applicable on the day on which the payment is made. For these purposes, the Employer or (in case of an Agency Contract, KfW on its behalf) is entitled to request the Consultant to provide a bank account which is able to receive Euro.

**Ad 5.2 (a): General Payment Terms**

[Total amount of the advance payment: INR 2,95,200]

Advance payment due within 15 days of entry into force of this contract upon presentation of invoice by the consultant

**PAYMENT SCHEDULE**

When	Amount in Percent	When
Signing of Contract	INR..... (10 % of the total cost as advance)	Within 15 days of the signing of contract
Inception Report and Questionnaires	INR.....(10 % of the total cost)	Within 15 days of the approval of Inception Report and Questionnaires and submission of invoice
Completion of Data Collection and Data Entry	INR.....(10 % of the total cost)	Within 15 days after receipt of the completion report and submission of invoice
Submission of Draft Report and Presentation of Finding	INR.....(30 % of the total cost)	Within 15 days after the receipt of draft report and presentation of finding and submission of invoice
Submission of Final Report after Incorporation of Changes Suggested by the Project (with Photographs, Maps and Annexures etc.)	INR.....(40 % of the total cost)	Within 30 days after the receipt of the final report and submission of invoice

*Please select*

*[The provision of an advance payment guarantee is always required if the aggregate advance payment amount exceeds EUR 200,000 (or the equivalent value in another currency. In special cases it may be required below EUR 200,000, depending on the individual circumstances.]*

☐ Prior to any advance payment, the Consultant must present an advance payment guarantee in the entire amount of such advance payment in the form set out in Annex 10. Such guarantee shall be provided as a bank guarantee in favour of the Employer (Nagaland State Biodiversity Board) as beneficiary. It must be acceptable to the Employer and KfW. The original of the guarantee shall be sent to the Employer, with a copy, together with a confirmation of delivery of the original, to be sent to KfW.

☒ An advance payment guarantee will not be required.]

### 5.3: Payment Conditions

*Please delete such alternatives as are inapplicable [choose A, B or C]:*

#### **A) Lump sum services**

**[2,95,200] INR advance payment** relating to the lump sum services.

equalling 10% of the total remuneration for the lump sum services .

This advance payment [relating to the lump sum services] shall be deducted from the further lump-sum instalments.

#### **Instalments**

Payment shall be made in **5 (Five)** instalments as indicated in Ad 5.2

Starting from instalment no. **[1]** (>70% of the Contract Value) invoices must be accompanied by the respective report in accordance with article 3.4 and 5.4 of the General Conditions.

In derogation of Art. 5.2.(b) payment shall be made based on the fulfilment of the respective milestone/deliverable as follows:

<b>Deliverables</b>	<b>Amount in Percent</b>	<b>When</b>
Signing of Contract	10 % of the total cost as advance	Within 15 days of the signing of contract



Inception Report and Questionnaires	10 % of the total cost	Within 15 days of the approval of Inception Report and Questionnaires and submission of invoice
Completion of Data Collection and Data Entry	30 % of the total cost	Within 15 days after receipt of the completion report and submission of invoice
Submission of Draft Report and Presentation of Finding	40 % of the total cost	Within 15 days after the receipt of draft report and presentation of finding and submission of invoice
Submission of Final Report after Incorporation of Changes Suggested by the Project (with Photographs, Maps and Annexures etc.)	10 % of the total cost	Within 30 days after the receipt of the final report and submission of invoice

**[11, 80, 800] INR as the final payment**

*[The instalments should be arranged in a way that the final payment for the lump sum services will amount to approximately 40 %, of the Contract Value.]*

**B) Time based services (NA)**

**[•] EUR advance payment relating to the time based services**

equalling [•] % of the total remuneration for the time based services]]

**Instalments**

Instalments will be invoiced on the basis of the Cost Calculation and Invoicing Table (Annex 8) and the unit prices set out therein and substantially in the form of the model invoicing sheet enclosed in Annex 8.

In accordance with article 5.4, once the threshold of 70% of the Contract Value has been reached, invoices must be accompanied by the respective report.

*[If applicable: In derogation of Art. 5.2(b), instalments will be made every [•] months.*

*Payments shall generally be made quarterly; any more frequent payments need to be approved by KfW transaction management department.]*

The advance payment [relating to the time based services] of [●] INR will be deducted from each instalment on a pro rata basis. A retention of [●]% will be deducted from each instalment and will constitute the final payment.

**[●] EUR as the final payment**

*[The instalments should be arranged in a way that the final payment for time based services will amount to approximately 10 %, of the Contract Value.]*

**C) Combination of lump sum services and time based services (NA)**

*[In the case of a combination of lump sum services and time based services, the payment conditions shall clearly separate the payments for lump sum services from time based services including different final payments subject to the final acceptance of the respective services as per A) and B). The Parties may agree on a single advance payment or dividing the advance payment into two separate advance payments, for the lump sum and time based phases respectively. In the latter case the Payment Conditions shall be defined separately for lump sum services and time based services as per 5.3. A and B.]*

**D) Other Costs**

Other Costs, if any, will be invoiced together with the instalments on the basis of and substantially in the form set out in the Cost Calculation and Invoicing Table (Annex 8) stating the actual costs and exchange rates applied.

**Ad 5.5: Invoicing**

The Consultant's invoice shall indicate the BMZ-No.201667740 (see Definition of "Project" pursuant to Article 1.1).

Payments may be made to the Consultant directly by KfW according to the direct disbursement procedure if agreed between KfW and the Employer (Not Applicable)

Payments shall be made to the following account:

Account holder: [●]

Bank: [●]

Account number: [●]

*[where applicable:*

IFSC: [●]

if the Consultant's account-holding bank is not located in the currency area of the currency of payment:

BIC of correspondent bank: [●]

[If applicable: The Consultant Contract has been entered into on the basis of an Agency Contract. Invoices for advance payments and instalments must therefore be sent to KfW (addressed to the Employer c/o KfW) in accordance with article 5.5.a) of the General Conditions.]

**Ad 5.9: Price adjustment**

*If not used, insert:*

Not applicable.

*[A Price adjustment is generally not applicable to lump sum contracts or lump sum portions of a contract.*

*If used, insert the following separately for (i) unit prices expressed in foreign currency and (ii) unit prices expressed in local currency:*

The following method shall apply to the adjustment of unit prices in [choose "Foreign Currency" or "Local Currency"]. The unit prices shall be fixed "for a period of [please include a period which should not exceed "24 months"]". For Services which are provided beyond this period, the unit prices shall be adjusted as follows:

$$P_n = P_o * (0.15 + 0.85 * I_n / I_o)$$

$P_n$  = Revised unit price.

$P_o$  = Original unit price (i) valid at the date of expiry of the validity (including any extensions) of the Consultant's bid.

$I_n$  = Unit price per Index prevailing one month after expiry of the fixed rate and which shall be valid for 12 (twelve) months. If no official Index is available at this time the latest available Index before this date shall be used.

$I_o$  = Unit price per Index applicable at the date determination of the  $P_o$ . If no official Index is available at this time the latest available Index before this date shall be used.

"Index" is defined as the *[choose and specify an appropriate index for salaries.*

*Generally in the country of the Consultant for foreign currency and in the country of the Employer for local which shall be for:.]*

**foreign currency costs:** *[please include appropriate index]; [●] and for*

**local currency costs:** *[please include appropriate index]; [●]*

**Ad 5.6: Payment deadline: Not Applicable**

Agreed compensation for overdue payments pursuant to Paragraph 5.6

*[Payment Deadline]. [●] per cent per year, in relation to the outstanding amount.*

**Ad Article 6: Liability**

**Ad 6.3: Period of liability**

**The consultant's liability shall terminate at the date of the acceptance of the final project report**

**Ad Article 7: Insurance**

The insurance including but not limited to professional liability, personal liability, equipment and comprehensive and third party motor vehicle and others shall be taken out by the consultant to cover all staff and equipments, vehicle hired/purchased by the consultant

**Ad Article 8: Disputes and Arbitration Procedure**

**Ad 8.2: Mediation**

The mediator shall be appointed by consultation between the PEA and the consultant and appointment shall be binding for the Parties<sup>8</sup>.

The costs of the mediation and of the mediator's services shall be shared equally between the Parties.

**Ad 8.3: Arbitration Procedure**

The place of arbitration shall be **Kohima, Nagaland**  
The language of the arbitration procedure shall be **English**

(Place, date)

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(for the Employer)

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(for the Consultant)

**List of Annexes**

**[Note: If one or several of the Annexes are not necessary in the respective Contract, to preserve the integrity of the references please retain the numbering of the Annexes and insert the words “not applicable” in the relevant Annexes.]**

<b>Annex no.</b>	<b>Title</b>
1	Declaration of Undertaking
2	Minutes of Negotiation (if relevant) (Not Applicable)
3	Terms of Reference plus Tender Documents
4	Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Co-operation with Partner Countries (in the version valid on the date the bid was submitted)
5	Staffing Schedule
6	Equipment and Furnishings to be provided by the Employer and Third-party Services Commissioned by the Employer (Not Applicable)
7	Time Schedule for the Performance of the Services
8	Cost Calculation and Invoicing Table
9	The Consultant's Bid
10	Form of Advance Payment Guarantee (Not applicable)

## Declaration of Undertaking

Reference name of the Application/Offer/Contract: Baseline Survey  
 To: The Project Management Unit, **Forest And Biodiversity Management in the Himalaya, Nagaland Project**, Nagaland State Biodiversity Board, Government of Nagaland  
 2nd Floor, Forest Office Complex, New Ministers Hill  
 Kohima, Nagaland- 797001

("Project Executing Agency")

9. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")<sup>10</sup> subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
10. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
  - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
  - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
  - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests *(in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction)*;
  - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
  - 2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;
  - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank *(in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction)*; or

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<sup>10</sup> The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.

11. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;

3.5) in the case of procurement of Works, Plant or Goods:

iii. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;

iv. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

12. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

13. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.

14. In the context of the Tender Process and performance of the corresponding Contract:

6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation<sup>11</sup> (ILO) and international environmental treaties. Moreover, we

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<sup>11</sup> In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers

shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

15. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
16. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of<sup>12</sup>: \_\_\_\_\_

Signature:

Dated:

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grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

<sup>12</sup> In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.



**Terms of Reference plus Tender Documents**

**Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Co-operation with Partner Countries**  
(in the version valid on the date the bid was submitted)

**Staffing Schedule**

(pursuant to the Consultant's Bid; where applicable in the version subsequently negotiated)

**Equipment and Furnishings to be provided by the Employer and Third-party Services  
Commissioned by the Employer (Not Applicable)**

**Time Schedule for Delivery of the Services**

(pursuant to the Consultant's Bid; where applicable in the version subsequently negotiated)

**Cost Calculation and Invoicing in [INR preferably]  
Package A – Lump Sum Services**

<b>Detailed Cost Calculation – Fees, Transport, Logistics</b> (for information only not basis for payments)				
<b>1. Foreign Staff Cost</b>	<b>Unit</b>	<b>Quantity</b>	<b>Lump sum unit rate</b>	<b>Contract amount</b>
1.1 Team Leader	month	...NA		
1.2 NN	month	...NA		
1.3 ...	month	...NA		
<b>Sub-total Foreign staff</b>				
<b>2. Local Staff Cost</b> (incl. allowances and accommodation, see explanation)				
2.1 NN/TL/Expert	month	...		
2.2 ...Other Staff	month	...		
<b>Sub-total Local staff</b>				
<b>3. Allowance, Accommodation, Complementary Travel Costs for Foreign Staff</b>				
3.1 Allowance, accommodation - Long-term staff	month	...NA		
3.2 Allowance, accommodation - Short-term staff	month	...NA		
<b>Sub-total Allowance and accommodation</b>				
<b>4. International Travel</b>				
4.1 International return flights	flight	...NA		
4.2 Complementary travel costs	flight	...NA		
4.3 .... other international flights	flight	...NA		
<b>Sub-Total International flights</b>				
<b>5. Local Travel &amp; Transport Cost</b>				
5.1 Vehicle lease/rent or use of own vehicles	month	...		
5.2 Vehicle O&M incl. driver, assurance, repairs	month	...NA		
5.3 Other local transport (short-term, peak)	day	...		
5.4 Local flights	flight	...NA		
<b>Sub-total Local transport</b>				
<b>6. Project Office</b>				
6.1 Office rent	month	..NA.		
6.2 Office operation	month	...NA		
<b>Sub-total Project office</b>				
<b>7. Reports and Documents</b>				
7.1 ... (Type of reports/documents to be stated)	/doc	...		
7.2 ...	...	...		
<b>Sub-total Reports and documents</b>				
<i>If 8./9. Equipment / Miscellaneous items are part of lump sum service price add relevant column(s)</i>				
<b>Total Package A – Lump Sum Services</b>				

### Cost Calculation and Invoicing in [INR]

#### Other Costs

Contract Allowance		
	Unit	Provisional Contract Amount INR
10. Uncertain expenses		
10.1. aus 8.		
10.2. aus 9.		
11. Contingencies/other		
11.1. General Contingencies		...
11.2....		...
11.3.		...
Total Other Costs		

Model for invoicing							
Total previous invoices		This invoice (actual quantity and actual amount)				Total to date	Remaining Budget
Cum. Quantity	Cum. Amount INR	Quantity	Amount local currency (if appl.)	Exchange rate (if appl.)	Amount INR	Amount INR	Amount INR
not	applicable						

**The Consultant's Bid**



