

**State Level Nodal Agency (SLNA),  
C-69, Khanij Nagar, VIP Road, Raipur-492006, Chhattisgarh  
(Ph. 0771-4280180)**

**REQUEST FOR PROPOSAL(RFP)**

No. 1714, Raipur,

Dated: 20/02/2014

SLNA invites RFP from Consortium/organization/consultancy firm/NGO of national repute which have at least five years of experience of conducting Participatory rural appraisals, Baseline survey, Net planning with GIS applications in Government funded Watershed Development programme/ projects anywhere in India to provide support services to PIAs for participatory Net Planning and Baseline Survey in Integrated Watershed Management Programme (IWMP) in the state. The minimum eligibility criteria and other details could be seen in RFP document. Last date for submission of the RFP: 21.03.2014 up to 3 PM. For further details visit SLNA website: <http://watershed.cg.gov.in/>

CEO, SLNA

**Request for Proposal for Providing Support Services to PIAs for  
Participatory Net Planning and Baseline Survey in Integrated Watershed  
Management Programmed (IWMP).**

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**State level nodal agency (SLNA), C-69, Khanij Nagar,  
VIP Road, Raipur-492006**

Reference No. 1714, Raipur dated 20.02.2014

SLNA invites RFP from Consortium/organization/consultancy firm/NGO of national repute which have at least five years of experience of conducting participatory rural appraisals, Baseline survey, Net planning with GIS applications in Government funded Watershed Development projects/ programmes anywhere in India to Provide Support Services to PIAs for Participatory Net Planning and Baseline Survey in Integrated Watershed Management Programmed (IWMP) in the state. The minimum eligibility criteria and other details could be seen in RFP document.

RFP includes the following documents:

Section 1 – Specific Instruction Sheet

Section 2 – Terms of Reference

Section 3 – Formats for Technical Proposal

Section 4 – Formats for Financial Proposal

Section 5 – Important Instructions to the Bidders

Section 6 – Contract

Annexure I – Self declaration for the potential bidder

Annexure II – District wise details of IWMP Projects in  
Chhattisgarh (Batch-IV)

Agencies are requested to submit separate minimum eligibility criteria format, technical and financial proposal for support services to PIAs for Participatory Net Planning (PNP) and Baseline Survey in IWMP Projects of Integrated Watershed Management Programmed (IWMP)

Yours sincerely,

CEO, SLNA

## Section1: SPECIFIC INSTRUCTIONS SHEET

Reference No.	Instruction
1.	<b>Issue of Advertisement inviting RFP</b> : For Providing Support Services to PIAs for Participatory Net Planning and Baseline Survey in Integrated Watershed Management Programmed (IWMP).
2.	Name of the Client: State Level Nodal Agency (SLNA)
3.	The Client's representative is: CEO, State Level Nodal Agency, Panchayat & Rural Development Department, C-69,Khanij Nagar,VIP Road, Raipur– 492006, Chhattisgarh
4.	Method of selection: <b>Quality &amp; Cost Based Selection (QCBS)</b>
5.	Bid Opening Date & Time: 21.03.2014 at 5 PM Bid Opening Venue: State Level Nodal Agency, Panchayat & Rural Development Department, C-69,Khanij Nagar,VIP Road, Raipur– 492006,
6.	Financial Proposal to be submitted: YES
7.	TYPE OF CONTRACT Payment Method: <b>Lump Sum</b> Payment Schedule: <b>Milestone Based</b>
8.	Pre-bid Meeting 03.03.2014, 11.00AM, O/o CEO, State Level Nodal Agency, Panchayat & Rural Development Department, C-69,Khanij Nagar, VIP Road, Raipur– 492006, Chhattisgarh
9.	The Client will provide the following inputs and facilities: 1. Infrastructure: 1a. Office space for the state level and district level offices of agency will be provided in SLNA office and CEO ZP/DRDA offices in district head quarters respectively. 1b. Infrastructure required for conducting training, workshops, etc. 2. Facilitation for organizing meetings/workshops and sending invitations 3. Timely approvals, decisions and relevant information for taking the task further 4. Timely release of funds as per payment schedule mentioned in this contract, Section E 5. Deputing a point person for all communication and facilitation related to the assignment 6. Relevant & timely instructions to all concerned stakeholders 7. Existing Guidelines
10.	Proposals must remain valid for 90 days after the submission date

11.	The address for requesting clarifications is: CEO, State Level Nodal Agency, Panchayat & Rural Development Department, C-69,Khanij Nagar,VIP Road, Raipur– 492006, Chhattisgarh (Clarifications may be requested not later than seven days before the submission date.)
12.	Language for Proposals submission and any communication for the assignment: <b>English</b>
13.	Bidder will submit three envelopes 1.Information regarding Minimum qualifying criteria 2.Technical Proposal 3. Financial Proposal. The envelop of Technical Proposal will be opened only when the bidder will qualify the minimum qualifying criteria & EMD deposit criterion. Those who score at least 65 marks out of 100 marks in the evaluation of technical proposal will be eligible for the consideration of financial proposal.
14.	Shortlisted Service Providers may associate with other shortlisted Service Providers: <b>NO</b>
15.	Amounts payable by the Client to the Service Provider under the contract to be subject to local taxation: <b>YES</b> If affirmative, the Client will: (a) Reimburse the Service Provider for any such taxes paid by the Service Provider: <b>NO</b> (b) Client will deduct all applicable taxes
16.	Service Provider must submit <b>original and 3 copies</b> of the Technical Proposal and original copy of the Financial Proposal in two separate and sealed envelopes including a soft copy of only Technical Proposal on separate CD .
17.	The mode of submission of proposal: <b>Hard Copy Submission</b> The Proposal submission address is: CEO, State Level Nodal Agency, Panchayat & Rural Development Department, C-69,Khanij Nagar,VIP Road, Raipur– 492006, Chhattisgarh Proposals must be submitted no later than the following date and time: 21.03.2014 before 3 PM
18.	The technical and financial proposals will be evaluated separately and task may be assigned to agency based on the final score (Technical + Financial). Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are given in TECHFORM-3
19.	The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$ , in which $S_f$ is the financial score, $F_m$ is the lowest price and $F$ the price of the proposal under consideration. The weights given to the Technical and Financial Proposals are: $T = 0.75$ , and $P = 0.25$

20.	<b>Time and date of opening of the Technical Bid:</b> 24.03.2014 at 11.00AM O/o CEO, State Level Nodal Agency, Panchayat & Rural Development Department, C-69,Khanij Nagar,VIP Road, Raipur– 492006, Chhattisgarh
21.	Tentative Time and date of opening of the Financial Bid : 04.04.2014 at 11.00AM onward O/o CEO, State Level Nodal Agency, Panchayat & Rural Development Department, C-69,Khanij Nagar,VIP Road, Raipur– 492006, Chhattisgarh
22.	Place of opening the tenders : O/o CEO, State Level Nodal Agency, Panchayat & Rural Development Department, C-69,Khanij Nagar,VIP Road, Raipur– 492006, Chhattisgarh
23.	Expected date and address for contract negotiations: 05.04.2014 <b>CEO, State Level Nodal Agency, Panchayat &amp; Rural Development Department, C-69,Khanij Nagar, VIP Road, Raipur– 492006, Chhattisgarh</b> Expected month for commencement of consulting services: 04.2014 Expected period for completion of the consulting services: Three years from the date of commencement
24.	<b>Earnest Money Deposit: Rs.2.00 lakhs.</b> To be submitted along with the proposal. Mode of submission: <b>Demand Draft drawn on Nationalised/ Scheduled bank in favour of “CEO, State Level Nodal Agency” payable at Raipur</b>
25.	<b>Performance security deposit : Will be in the form of a bank guaranty of amount 10% of the total service fees payable to the agency</b> To be submitted at the time of signing the mutual agreement.
26.	Address for any clarification: CEO, State Level Nodal Agency, Panchayat & Rural Development Department, C-69,Khanij Nagar,VIP Road, Raipur– 492006, Chhattisgarh, Ph. 0771-4280180

## **Section2: TERMS OF REFERENCE**

### **STATE LEVEL NODAL AGENCY (SLNA)**

#### ***Government of Chhattisgarh***

#### **Terms of Reference for the Bidders**

### **For Providing Support Services to PIAs in Participatory Net Planning and Baseline Survey in IWMP Projects of Integrated Watershed Management Programmed (IWMP)**

#### ***1.0 Background***

Chhattisgarh is one of the States in the country implementing the Integrated Watershed Management Programme (IWMP) of Government of India (GoI) since 2009-10.

Currently four batches of projects are under implementation under IWMP. The implementation is on the lines of the Revised Common Guidelines for Watershed Development Projects- 2011, issued by the Government of India (GoI). NGOs play a major role as facilitators of implementation and are involved in creating awareness about the project and capacity building of community based organizations formed under IWMP.

Presently the implementation of projects under Batch- IV sanctioned during 2012-13 is in the Preparatory Phase and the process for Baseline survey and Net Planning to be started. Besides, Under Batch-V also, projects have to be sanctioned during 2013-14 and the implementation of these projects is likely to start soon.

An external support services to PIAs for Baseline survey and Participatory Net Planning in IWMP Projects is desirable, which will commence from the date of signing of agreements with the selected agency.

The Batch-IV projects covering an area of 1.24 lakh Ha. are distributed in 15 districts of the State. District-wise details of projects are given in Annexure-II.

#### ***2.0 Major objectives of IWMP***

The Integrated Watershed Management Programme (IWMP), a flagship programme of the Government of India has been making significant investments. State Level Nodal Agency (SLNA), Chhattisgarh is managing the Integrated Watershed Management Projects (IWMP) in the state and currently implementing 208 Projects with treatable area 9,18,686 ha and project cost Rs1,112 lakhs in 27 districts with Project Implementing Agencies (PIAs) both from Government and Non- Government Organisations. The programme envisages restoring the ecological balance by harnessing, conserving and developing degraded natural resources such as soil, vegetative cover & water

through watershed management initiatives. The objectives otherwise can be stated as-

- i. Increase the productive potential of degraded lands through various watershed interventions.
- ii. Improve the biomass through Agro-Horticulture, Agro-Forestry and Silvi-Pastoral systems.
- iii. Support to the asset less, small land holders and other vulnerable sections through Income Generating Activities (IGA).
- iv. Support the Livestock sector and demonstrations in agriculture related sectors.
- v. Improve Production systems and Microenterprises.
- vi. Drought proofing of rain-fed agriculture.
- vii. Formation of vibrant and well informed community-based organizations resulting in overall improvement in the social capital.
- viii. Achieving sustainable agriculture production leading to overall improvement in the quality of life of farming community.

### ***3.0 Need for an external Support Services to PIAs in Participatory Net Planning and Baseline survey in IWMP Projects***

State Level Nodal Agency, Chhattisgarh is responsible for executing Integrated Watershed Management Projects (IWMP) in the state. SLNA, Chhattisgarh has nominated Zilla Panchayats as Project Implementing Agencies (PIAs) for the execution of IWMP projects of financial year 2012-13 onwards in the state. Baseline survey and Participatory Net Planning are the key components of the DPR preparation by PIAs during preparatory phase of IWMP. PIAs are expected to adopt participatory processes and sound scientific principles in the above tasks. SLNA, Chhattisgarh is working to empower PIAs to get support from Resource Support Organizations with proven credentials in watershed management, particularly with planning processes.

In line with the proposed project objectives, SLNA place the highest importance to Baseline survey and Participatory Net Planning applying in partnership with a reputed organization.

### **4.0 Minimum qualifying criteria Format:**

**All fields must be filled clearly with supporting document in the format and sealed it in a separate envelop.**

## Format

### **Selection of an Agency for Providing Support Services to PIAs in Participatory Net Planning and Baseline Survey in IWMP Projects in Chhattisgarh**

#### **Format for Compliance with Minimum eligibility Criteria (All fields must be filled by the Agency)**

S. No.	Criteria	Whether minimum eligibility criteria fulfilled (Y/N)	Details of Supporting documents attached (Please mention page numbers)		
			S.No.	Name of the document	Page No. of proposal
1.	The organization should be a registered legal entity for a minimum five (5) years (non-political and secular) as per applicable laws in India evidenced by an appropriate registration certificate.				
2.	The organization which have at least five years of experience of conducting Participatory rural appraisals, Baseline survey, Net planning and GIS applications in Government funded Watershed Development projects/ programmes anywhere in India.				
3.	The organization should have minimum average annual financial turnover of Rs. 1,00,00,000 (One hundred lakh rupees) every year during the last three years. Audited Statement of Accounts have to be submitted				



4.	The organization which have at least three years of experience of preparation of DPRs in context of IWMP Projects in Government funded Watershed Development projects/ programmes anywhere in India, using participatory and scientific principles				
5.	The organization which have at least three years of experience of developing action plans for livelihoods and production systems in the context of IWMP Projects in Government funded Watershed Development projects/ programmes anywhere in India				
6.	The organization shall have necessary human resources, so that agency could deploy required number of resource persons, who could provide necessary support to WDTs/ PIAs in conducting Net Planning and base line surveys				
7.	The organization should have necessary expertise on GIS applications in watershed management				
8.	The organization should submit CVs of three key technical professionals who are going to be involved in the project, if selected.				
9.	The organization should have PAN and TAN numbers with Income tax department, copies of the same should be enclosed.				
10.	It is mandatory for the organization to have service tax/professional tax registration certificates.				
11.	Copies of latest Service Tax paid Certificate and Professional Tax paid Certificate be enclosed.				
12.	The organization should submit the documents of IT returns and audited reports for the last three (3) years.				

13.	The organization should not have been blacklisted by any government agency in India. An affidavit signed by the authorized legal representative of the organization to be submitted.				
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Note: Please note that proposals that do not comply with the Minimum eligibility Criteria and do not provide supporting documents will not be considered for short-listing.

## 5.0 Deliverables from Service Provider :

### 5.1 Baseline survey report:

- Selection of sites and beneficiaries, Collection of gender- disaggregated data to adequately reflect the situation and priorities of women.
- Basic Information on Watershed including rainfall, temperature, location including geographical coordinates, topography, hydrology, hydrogeology, soils, forests, demographic features, ethnographic details of communities, land-use pattern, major crops & their productivity, irrigation, livestock, socio-economic status etc.

### 5.2 GIS based household analysis

Socio-economic database consist of each household details in attribute form. A web enabled tool is required to show each households details on map. Each household from respective village should be marked on cadastral map (using GPS locations or digitized manually). The household is given same ID as of given in socio-economic database. Identical household ID links geometry with attribute details and enables user to access various themes on cadastral map, which will be as:

- Existing gross land holding of the families
- Estimate of existing and post development agriculture production (for the major cropping sequence) of families
- Livestock resources available with the family
- Energy requirements of the family
- Family income from agriculture and allied services
- Family Income from non-agriculture services
- Plot belongs to which family (and vice versa), etc.

### 5.3 Participatory Net Planning (PNP)

Micro to macro level databases of land resources, existing and proposed treatments, and costs involved and also various possible post-treatment options for land use.

## **5.4 Socio-Economic Survey & Analysis**

- Demographic details
- Household category-wise population report
- Education status, Land holding and cropping pattern of the village  
Livestock details of the village
- Income and expenditure of families in the village.

## **5.5 Hydro-geological survey of the watershed :**

To map out zones of potential groundwater recharge & discharge, storage and sustainable ground water utilisation.

**5.6** Details of expected/proposed User Groups & Self Help Groups, master tables for private land / common land activities, contribution to watershed development funds, information on soil and land-use, existing assets related to water harvesting, recharging and storage etc. needs to be provided plot-wise.

**5.7** Problems Typology of the Watershed including an account of the major problems requiring intervention from the perspective of enhancing livelihood potential/carrying capacity as well as conservation and regeneration of resources.

**5.8** Description of Proposed Interventions (physical and financial, including time-table of interventions) along with technical details and drawings certified by the WDT.

**5.9** Detailed Mapping exercises.

**5.10** Institutional mechanisms and agreements for implementing the plan, ensuring emphasis on participatory decision-making, equity and sustainability of benefits, and post-project sustainability.

**5.11** Expected Outcomes and Benefits, especially with respect to livelihoods for different segments, benefits to women and regeneration/conservation of resources, etc.

**5.12** Standard planning tool such as Logical Framework Analysis (LFA) that includes goals, purpose, outputs, activities, inputs, challenges and measurable indicators of progress.

## 6.0 Reporting Schedule:

Sl. No.	Reports to be submitted	Cut-off date for submitting report
1.	1. Inception Report	Not later than 15 days of signing of Agreement
	2. Baseline Survey Report (One time only)	Within 3 months of signing of the Agreement
	3. Participatory Net Planning Report and submission of Completed formats, Questionnaires/ Other Outputs such as PRA maps; base maps, etc	Within 6 months of signing of the Agreement

## 7.0 Methodology of Reporting:

It is imperative that common methodologies for Baseline survey and Participatory Net Planning have to be employed by all the agencies (if more than one agency is deployed in different WCDCs) to enable comparison and decision making. The agencies have to arrive at common reporting formats by holding discussions among themselves and also with SLNA & WCDCs. The language of reporting will be hindi with executive summary of DPR being in English.

## 8.0 Compilation of Reports:

All the reports have to be consolidated as per WCDC requirement, so as to ensure that complete DPR could be submitted within the stipulated time to SLNA.

## 9.0 Proposed Organizational Structure and Manpower of PNP Agency:

The agency has to extend professional and technical support to WCDC at all levels. Dedicated experienced and qualified resource personnel have to be appointed by the Agency exclusively for the project at district levels.

### 9.1 Resource persons requirement:

**A. Resource persons requirement at SLNA level:** The Agency will designate coordinator at the State level, mandatorily having experience in Baseline survey & PNP of watershed projects to act as liaison person with SLNA.

**B. Resource persons requirement at District level:** The PNP personnel appointed by the Agency at the District level have to be graduates preferably with experience in Baseline survey & PNP of watershed projects. They must have proficiency in writing and reporting, in both Hindi and English language. They should also have the ability to communicate in Hindi with local people.

At least one project assistant is to be appointed at the district level.

**C. Resource persons requirement at Village level:** At least four local volunteers from the watershed villages who will be part of the planning and base line survey process should be appointed in each micro watershed.

**9.2 Orientation for of all stakeholders:** The agency will conduct an orientation work shop and also hands on training for all stakeholders like WCDC members, WDT, WC, secretaries of WC, villagers, selected PNP project assistants & Volunteers to optimize their performance.

## **10. Facilities to be provided by Client:**

- Office space in SLNA/WCDCs
- Boarding and lodging arrangement for the training program
- Facilitation for organizing meetings/workshops and sending invitations
- Timely approvals, decisions and relevant information for taking the task further
- Timely release of funds as per payment schedule
- Deputing a point person for all communication and facilitation related to the assignment
- Relevant & timely instructions to all concerned stakeholders
- Existing Guidelines
- SLNA/WCDC will provide available data, information and other documents (Cadastral overlays and thematic layers) relevant to the assigned project area.
- SLNA/WCDC will help the Agency to establish rapport in the project areas and facilitate consultation with all stake holders of the project.
- Any other documents relevant to Service Provider's work

## **11. Project Period and Payment Terms:**

The partnership between SLNA and selected resource organization/ organizations would be for the IWMP projects of Batch IV (2012-13) and Batch V (2013-14) which may be further extended as per requirements.

The total amount of service fees payable to the Agency/ Agencies will be calculated as a product of the Project area allocated to the Agency and the final approved rate (on per Hectare basis).

Payment will be made from the date of commencement of actual work in the project area resulting in the submission of deliverables.

Payment shall be made to the selected Agency/Agencies by SLNA as envisaged below, subject to qualitative deliverables to WCDCs and fulfillment of other terms and conditions of the Agreement. A certificate from WCDC will be compulsory regarding quality and quantity of deliverables submitted to WCDC for each stage of assignment.

### Summarised Payment Schedules

S No	Stage of Assignment	% of Total contract value	Remarks
1	At the time of signing of MoU	10%	Funds will be transferred to Resource Organization through Electronic Transfers/ Cheque
2	Submission and acceptance of Inception Report.	10%	
2	After completion of Base Line Surveys, Net Planning and submission of Completed formats, Questionnaires/ Other Outputs such as PRA maps; base maps, etc, as per deliverables which indicate the completion of field work	20%	
3	After submission of Draft DPR by WDT to WCDC	30%	
4	After formal approval of DPR at WCDC level	30%	

### 12. Conflict Resolution Mechanism:

As far as possible, the conflicts/ disputes would be amicably resolved by mutual consent, through common meetings. In case of any unresolved disputes, the directions from SLNA and Chhattisgarh Govt. would be followed by both the WCDC and Resource Organization.

### Section 3: FORMATS FOR TECHNICAL PROPOSAL

TECHFORM-1	Technical Proposal Submission Covering Letter
TECHFORM-2	Technical Bid
TECHFORM-3	Score card for Evaluation of Technical Bid of Tenderers,

#### TECHFORM-1 TECHNICAL PROPOSAL SUBMISSION COVERING LETTER

To,

CEO, State Level Nodal Agency,  
Panchayat & Rural Development Department,  
C-69, Khanij Nagar, VIP Road,  
Raipur- 492006, Chhattisgarh

Dear Sir,

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, a Financial Proposal and Minimum Eligibility Criteria format sealed under a separate envelopes.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Service Provider]*

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Specific Instruction Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Specific Instruction Sheet.

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

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

## TECHFORM-2

### *Technical Bid*

- Note: 1. Details and Documentary evidence to be furnished for all the claims  
2. Information furnished in the tender document will be subject to Physical verification by SLNA.

1. Name of the Agency:
  - i. Contact No. and E-mail ID:
  - ii. Type of Organization: Government/private/Non-Government Organization/etc.
  - iii. Organisational setup :
  - iv. Date of Registration in case of Private/NGOs(Copy of Registration Certificate to be enclosed)-Mandatory:
  - v. PAN No. (Copy of PAN card to be enclosed)-Mandatory:
  - vi. TAN No. (Copy of TAN card/Certificate to be enclosed)-Mandatory:
  - vii. Service Tax Registration Certificate(Copy to be enclosed)-Mandatory:
  - viii. Up to date Service Tax paid Certificate(Copy to be enclosed)-Mandatory:
  - ix. Professional Tax Registration Certificate (to be enclosed)-Mandatory:
  - x. Up to date Professional Tax paid Certificate(Copy to be enclosed)-Mandatory:
  - xi. HR policy documents to be furnished
  - xii. Geographical information :-
    - a. Address of the Head Office:
    - b. Address at state Headquarter(if located):
2. Purpose/Man date of the Agency (in less than 100 words),including major ongoing activities of the agency:
3. Work Experience of the Agency in relevant fields
  - i. Relevant experience in implementation of Watershed Development Programmes/Natural Resources

Sl. No.	Name of the Watershed Development programme and Implementing organisation	Place of implementation	Period of work experience	Enclose documents in support of the claim



- ii. Relevant Experience in Social Mobilization, Community Building using PRA techniques in Watershed development/ Natural Resources.

Sl. No.	Name of the Watershed Development programme and Implementing organisation	Place of implementation	Period of work experience	Enclose documents in support of the claim

- iii. Work experience in Research in Watershed Development Projects

Sl. No.	Name of the Watershed Development programme	Research funding agency	Place of implementation and Implementing Agency	Period of Research	Whether documents such as research findings, papers published in scientific magazines enclosed

- iv. Relevant Experience of Participatory Net Planning in Watershed Development Programmes/ Natural Resources.

Sl. No.	Name of the Watershed Development programme and Implementing organisation	Place of implementation	Period of work experience	Enclose documents in support of the claim

4. Experience of conducting Participatory Net Planning & DPR Preparation of watershed development/ Natural Resource projects – Mandatory

- i. Watershed Development programme in which conducted Participatory Net Planning in any State of India

Sl. No.	Name of the Watershed Development programme, and Implementing organisation	Place of implementation	Net Planning & DPR Preparation work has been done successfully	Year of work experience	Enclose Documents in support of the claim

ii. Baseline Survey studies in any Watershed Development/Natural Resource project in any State of India

Sl. No	Name of the Watershed Development programme, and Implementing organisation	Place of implementation	Year of work experience	Purpose of base line survey, Detailsof baseline survey conducted, Method of survey	Enclose documents in support of the claim

iii. Social mobilization in watershed development /Natural Resource projects

Sl. No.	Name of the Watershed Development programme, and Implementing organisation	Place of implementation	Period of Social mobilization	Details	Enclose documents in support of the claim

iv. Experience in Participatory Net Planning of Watershed programmes of Ministry of Rural Development (Completed)

Sl. No.	Name of State	Period and Batch of Watershed programme	Period of Participatory Net Planning	Enclose documents in support of the claim

v. Experience in Participatory Net Planning of IWMP in any State of India(Completed or on- going)

Sl. No.	Name of State	Period and Batch of IWMP	Period of Participatory Net Planning	Enclose documents in support of the claim

vi. Experience in DPR preparation in IWMP in any State of India(Completed or on- going)

Sl. No.	Name of State	Period and Batch of IWMP	Period of DPR preparation	Enclose documents in support of the claim

#### 5. Human Resource

Sl. No.	Human Resource	In Head Office of Agency
1	No. of permanent staff in Technical fields	
2	No. of hired/ part time staff in Technical fields	
3	No. of permanent staff in Administration/Management	
4	No. of hired staff/part time in Administration/Management	
5	No. of permanent staff in Finance	
6	No. of hired staff/ part time in Finance	

6. Professional Expertise of Human Resource in Technical Fields (CVs to be enclosed, whether employed on part time or regular basis is to be indicated clearly. It is mandatory to indicate the CVs of at least 3 key Technical professionals who will be involved in Participatory Net Planning, Social mobilization & DPR Preparation in watershed development/ Natural Resource projects).

Sl. No.	Name	Educational qualification	Field of Expertise	No. of years of experience in the field (preferably in the field of PNP)	Date of Joining Agency	Position held in the Agency	Regular or Part time

7. Facilities/Infrastructure available

Sl. No.	Facilities/Infrastructure	Agency Head Office	Raipur Office
1	1.Office space (minimum 3000 square ft.)		
2	Net Planning software available with the agency(licensed versions)-copy of license to be provided		
3	GIS software (ArcGIS10.0version and above)available with the agency(licensed versions)-copy of license to be provided		
4	Computer and Printer/Plotter available for GIS work– Copy of purchase invoice to be provided		
5	In-house Training Facilities to accommodate minimum 25 people		

8. Quality of performance/Recognition (Enclose relevant documents, Evaluation reports and certificates)

- a. International recognition for Participatory Net Planning in Watershed Programmes from Government Organisations

- b. National recognition for Participatory Net Planning in Watershed Programmes from Government Organisations
- c. State-level recognition for Participatory Net Planning in Watershed Programmes from Government Organisations

9. Financial position of Agency(Audited Statement of Accounts for the past 3 (three) Financial years to be enclosed)

Sl. No.	Financial year	Turnover (Rs. In crores)
1	2010-11	
2	2011-12	
3	2012-13	

10. Networking/Linkages with other relevant National/Regional/International agencies(Copies of Agreements/MoUs to be enclosed)

Sl. No.	Agency with whom Network/Linkage is established	Details of the Agency (Copies of Agreements/MoUs to be enclosed)

**DECLARATION BY THE BIDDER**

1. I have read and understood the tender terms and conditions relevant to the tender notification no. \_\_\_\_\_ dated \_\_\_\_\_ and submitted the technical and financial bid in accordance with the terms and conditions of the above referred notification.
  
2. The information furnished in the technical bid are true and factual and I clearly understand that our tender is liable for rejection, if any information furnished is found to be in correct and not factual at any point of time of the department will have right to initiate any action deemed fit.
  
3. The financial bid is separately submitted against this tender.

Place

Date:

Seal of the  
Organization

Signature, Name & Seal  
Of the Bidder

TECHFORM-3 Score card for Evaluation of Technical Bid of Tenderers

Sl. No.	Criteria	Sub-criteria	Max. Marks	Total Maxium marks	
1	General Information and Geographical information	i) Date of Establishment (Minimum 5 years mandatory)	5 years	1	4
			>5 years	2	
		ii) Office in state Headquarter	If yes	2	
			If No	0	
2	Purpose/Mandate of the Agency	i) Related to Rural Development / Watershed Development/ Natural Resources/ Sustainable development/ Remote sensing/ Community building in above fields	3	3	
		ii) Not related to above fields	0		
3	Experience of the Agency in relevant field	i) Experience in implementation of Watershed Development programmes/ Natural Resources (One mark for each batch of projects)	3	13	
		ii) Relevant Experience in Social Mobilization, Community Building using PRA techniques in Watershed development/ Natural Resources (One mark for each batch of projects)	3		
		iii) Relevant experience in research in watershed development projects (One mark for each batch of projects).	3		
		iv) Relevant Experience of Participatory Net Planning in Watershed Development Programmes/ Natural Resources (One mark for each batch of projects)	4		

4	Experience of conducting Participatory Net Planning, Social mobilization & DPR Preparation in watershed development/ Natural Resource projects	i) No. of watersheds programmes (not individual projects) in which conducted Participatory Net Planning in any State of India (Using Net Planning software ) -Mandatory	up to 3	4	31	
			>3	8		
		ii) Baseline Survey studies in any Watershed Development/ Natural Resource project in any State of India	up to 3	2		
			>3	4		
		iii) Social mobilization in watershed development/ Natural Resource projects	up to 5	3		
			>5	5		
		iv) Participatory Net Planning in Watershed Programmes of Ministry of Rural Development (other than IWMP)	up to 2	3		
			>2	4		
		v) Participatory Net Planning in IWMP in any State of India(1 mark for one batch of projects)	Up to 3	4		
			>3	6		
		vi) DPR Preparation in watershed development/ Natural Resource projects	Upto 3	2		
			>3	4		
5	Human Resource (Details to be provided)	i) Permanent staff (in Management/ Administration/ Finance/Technical)- If 10 persons and above are permanent	6		6	
			ii) If 5 to 9 persons are permanent (in Management/Administration/Finance/Technical)	3		
				iii) If below 5 persons are permanent (in Management/ Administration/ Finance/ Technical)		0



6	Professional Expertise (CVs to be closed, whether employed on part time or regular basis is to be indicated clearly) (0.5 mark for part time, 1 mark for regular, per person)	i) Natural Resource Management/ Environmental sciences (minimum PG or equivalent qualification with field experience)	4	23
		ii) Agricultural and allied sectors (minimum PG or equivalent qualification with field experience)	4	
		iii) Social Science/ Social Economics (minimum PG in relevant field or equivalent qualification with field experience preferably in livelihood)	4	
		iv) Water Management (minimum PG with specialization in Water Management)	4	
		v) RS/GIS/IT (Relevant qualification)	3	
		vi) Statistics (minimum PG in Statistics/ Economics/ Mathematics or equivalent qualification)	2	
		vii) Documentation (minimum PG in Social Sciences with experience in Communication and Documentation)	2	
7	Facilities/Infrastructure available	1. Office space (minimum 3000 square ft.)	1	7
		2. Net Planning software available with the agency (licensed versions)	2	
		3. GIS software available with the agency (licensed versions)	2	
		4. Computer and Printer/Plotter available for GIS work	1	
		5. In-house Training Facilities to accommodate minimum 25 people	1	

8	Quality of performance/Recognition	a)International recognition for Net Planning in Watershed Programmes from Government Organisations (0.5marksfor each project)	2	5
		b) National recognition for Net Planning in Watershed Programmes from Government Organisations (0.5marksfor each project) Organisations (0.5 marks for each project)	2	
		c)State-level recognition for Net Planning in Watershed Programmes from Government Organisations (0.5marks for each project)	1	
9	Financial position of Agency (Minimum Annual turnover of one crore rupees every year for the past three years mandatory Audited Statement of Accounts for all the three years is also mandatory)	a) Average turnover of >3 crores/year	5	5
		b) Average turnover of >2 crores to 3crore/year	3	
		c)Average turnover of 1crores up to2crores/year	1	
		d)Average turnover of less than 1 crores / year	0	
10	Networking/Linkages with other relevant national/regional/international agencies	i)Regional institutions/agencies	1	3
		ii)National institutions/agencies	1	
		iii)International institutions/agencies	1	
TOTAL				100

PS:1. Details and Documentary evidence to be furnished.

2. Information furnished in the tender document will be subject to Physical verification by WCDC.
3. Agencies securing less than 65 marks will not be considered.

## **Section 4 – Formats for Financial Proposal**

FINFORM-1	Financial Proposal Submission Covering Letter
FINFORM-2	Financial Bid Format
FINFORM-3	Component-wise Details of Financial bid for combined treatable areas of IWMP projects (in lakh Rs.)

## FINFORM-1 FINANCIAL PROPOSAL SUBMISSION COVERING LETTER

To:

CEO, State Level Nodal Agency,  
Panchayat & Rural Development Department,  
C-69, Khanij Nagar, VIP Road,  
Raipur, Chhattisgarh – 492001

Dear Sir:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal. The attached Financial Proposals are for the amount given below.

Cost Component : Baseline survey & Net planning	Financial Bid (Cost as % of the project cost of Treatment Area) in INR
Cost of conducting Baseline survey & Net planning in each project as percentage of the cost of treatment area of the project (inclusive of all taxes)	

The above mentioned amounts are inclusive of all applicable taxes. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Specific Instruction Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

## FINFORM-2

### Financial Bid Format

Name and Address of the organization:

**Table 1: Financial Bid**

Cost Component : Baseline survey & Net planning	Financial Bid (Cost as % of the project cost of Treatment Area)
Cost of conducting Baseline survey & Net planning in each project as percentage of the cost of treatment area of the project (inclusive of all taxes)	

\*details of district wise projects are given in Annexure-II

Date :

Place :

Signature :

Name of the Signatory :

Designation :

(Organization/Company Seal)

### FINFORM-3

Component-wise Details of Financial bid for combined treatable areas  
of IWMP Batch-IV projects (Cost as %)

**Table 2:**

No	Components	Cost as %
1	Manpower	
2	Support Services to PIAs for Net Planning and Base Line Surveys including hardware & software	
3	Documentation	
4	Travel	
5	Miscellaneous/Contingencies/others	
	<b>SubTotal</b>	
6	Taxes as applicable	
	<b>Grand Total*</b>	

Note:\*Grand Total should match with the Total Financial Bid in Table1

Date :

Place :

Signature :

Name of the Signatory :

Designation :

(Organization/Company Seal)

- As per the Common Guidelines for Watershed Development Projects Revised Addition-2011, Cost of treatment area: Rs. 12000/ ha & Rs. 15000/ ha as shown in AnnexureII.
- As per the common guideline (revised addition-2011), a maximum of one percent amount of the project cost can be used for DPR preparation including costs incurred by WCDC & WDT members. Baseline survey & net planning are the two important components of DPR.

## **Section5: Important Instructions to the Bidders**

1. CEO, SLNA, is the Tender Inviting & Accepting Authority.
2. All the tenders shall be prepared and submitted in accordance with the instructions provided.
3. The tenderer shall be deemed to have carefully examined the terms and conditions before tendering.
4. The minimum qualifying criteria should be sent in a separate sealed envelope. Technical bid of only those bidders will be opened who, qualify the minimum eligibility criteria .
5. The tenderer shall clearly state component-wise break-up for the financial bid.
6. All mandatory fields have to be filled with relevant information. If the information provided is not in conformity with the mandatory requirements, then the agency is automatically deemed ineligible.
7. If EMDs are not submitted, then the tender will be summarily rejected.
8. The EMDs of unsuccessful bidders will be returned after the award of contract.
9. Selected agencies have to enter into an Agreement for a period of 3 years with the CEO, SLNA which may be extended by further 2 years as per the need of SLNA and performance of the agency.
10. The Terms of Reference may be revised with mutual consent at the time of signing.
11. It is mandatory for the selected Agency to provide Bank Guarantee for 5 years (from Nationalized Banks) within 20 days of awarding of contract, as Performance security deposit.
12. Bank Guarantee will be for an amount equivalent to 10% of the total service fees payable to the agency (or contract value) for the period of agreement.
18. The EMDs of successful bidders will be returned after submission of the Performance Security and signing of mutual agreement.
19. Provisions of RTI shall be applicable to all the agencies.
20. CEO SLNA reserves the right to accept/reject any application or cancel the tender process without assigning any reason what so ever.
21. Any changes in the schedule will be updated only on SLNA Website, no paper advertisement will be given.

22. The agency, which is awarded the task, should not sub-contract assigned task to another party and be able to complete the task on its own as required by the SLNA.
23. In case only a single agency has applied, it does not mean that it gets automatically selected.
24. If minimum required number of bids are not received, then SLNA hold the right to recall the tender.
25. Tenderers are advised to go through the tender document carefully before submitting the tender. In case any of the supporting documents are not submitted, such proposals are liable for rejection. No documents will be entertained outside the e-portal.
26. In case the tender is cancelled, the EMDs will be refunded to the tenderers.
27. Service Providers shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Service Providers.
28. Shortlisted Service Providers may only submit one proposal. If a Service Provider submits or participates in more than one proposal, such proposals shall be disqualified.
29. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non responsive.
30. The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Service Providers themselves. The person who signed the proposal must initial such corrections.
31. Submission letters for both Technical and Financial Proposals should be only in the format prescribed in earlier sections.
32. An authorized representative of the Service Providers shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
33. The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the proposal may be considered non responsive and stand chances of disqualification.



## **PROPOSAL SEALING – QCBS**

34. The original and 3 copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL”.
35. Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL”. A warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL” should be written on envelope containing the financial proposal.
36. The name of the assignment as printed on the cover page of the RFP should be clearly written on the envelope for both technical proposal and financial proposal.
37. The name of the firm submitting the proposal should be clearly written over all envelopes.
38. The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, title of the project, and be clearly marked “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE [*insert the time and date of the submission deadline indicated in the Specific Instruction Sheet*]”.
39. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
40. The Proposals must be sent to the address/addresses indicated in the Specific Instruction Sheet and received by the Client no later than the time and the date indicated in the Specific Instruction Sheet.
41. Any proposal received by the Client after the deadline for submission shall be returned unopened.

## **DOCUMENTS TO BE SUBMITTED ALONG WITH THE PROPOSAL**

<b>NO</b>	<b>DOCUMENT</b>	<b>TICK IF DOCUMENT REQUIRED TO BE SUBMITTED*</b>
1.	Self Declaration (Sample provided as Annexure -I)	
2.	EMD	
3.	Authority Letter & Power of Attorney empowering the signatory	

## **Section 6: CONTRACT FOR CONSULTING SERVICES**

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between SLNA (“the Client”) having its principal place of business at Raipur, Chhattisgarh, and *[insert Service Provider’s name]* (“Service Provider”) having its principal office located at *[insert Service Provider’s address]*.

WHEREAS, the Client has requested the Service Provider to provide certain services as defined in this Contract (hereinafter called the ‘Services’); and

WHEREAS, the Service Provider, having represented to the Client that it has the required professional skills, personnel and technical & other resources for performing the Services, has agreed to provide the Services on the terms and conditions set forth in this Contract.

Both the parties hereto agree to abide by this Contract, which comprises of following:

- SECTION A: General Conditions of Contract
- SECTION B: Specific Conditions of Contract
- SECTION C: Terms of Reference for the Services
- SECTION D: Budget & Cost Norms (if any)
- SECTION E: Payment Schedule
- SECTION F: Team
- SECTION G: Deliverables
- SECTION H: Facilities to be provided by client
- SECTION I: Reporting Requirements

## **SECTION A: GENERAL CONDITIONS OF CONTRACT**

### **1. PERFORMANCE STANDARD**

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Service Providers or Third Parties.

### **2. CONFIDENTIALITY**

The Service Providers shall not, during the term of this Contract and even after completion of the contract term, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

### **3. OWNERSHIP OF MATERIAL & INTELLECTUAL PROPERTY RIGHTS**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Service Provider for the Client under the Contract shall belong to and remain the property of the Client. The intellectual property rights of all such material developed/produced as part of this assignment shall be property of the Client. The Service Provider may retain a copy of such documents and software.

### **4. RECORDS AND ACCOUNTS**

The Service Provider (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, and up to two years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client.

## **5. CONFLICT OF INTEREST**

The Service Provider agrees that, during the term of this Contract and after its termination, the Service Providers and any entity affiliated with the Service Provider, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

## **6. INDEMNITY**

- 6.1 The Service Provider will indemnify, defend and hold the Client harmless against any and all proceedings, actions and claims for any loss, damage, cost and expense of whatever kind and nature arising out of this Agreement or arising out of any breach by the Service Provider of any of its obligations under this Agreement or on account of failure of the Service Provider to comply with, and observe Applicable Laws and Applicable Permits.
- 6.2 The Client will, indemnify, defend and hold harmless the Service Provider against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Client to fulfill any of its obligations under this Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Client, its officers, servants and agents.
- 6.3 Without limiting the generality of Clause 6.2, the Service Provider will have to pay any taxes levied by the Client or any municipal, panchayat or other local authorities lawfully entitled to levy, impose or collect taxes. The Service Provider shall not be entitled to and the Client shall be under no obligation to reimburse taxes to the Service Provider or any person claiming through or under the Service Provider; except in case where Specific Conditions of Contract mentions reimbursement of any applicable taxes; or unless if there exists a waiver by any competent authority.
- 6.4 In the event that either party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under this Clause 6 or in respect of which it is entitled to reimbursement (the "Indemnified Party") within 14 (fourteen) days of receipt of the claim or payment, as the case may be, shall not settle or pay the claim without the prior approval of the Indemnifying Party. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings, and documents as the Indemnifying Party may reasonably require

## 7. FORCE MAJEURE

- 7.1 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- 7.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 7.3 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- 7.4 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 7.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 7.6 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 7.7 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the Client, shall either:

- demobilize, in which case the Service Provider shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

7.8 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 14.

## **8. INSURANCE**

8.1 The Service Provider (i) shall take out and maintain, and shall cause any Sub-Service Providers to take out and maintain, at their (or the Sub-Service Providers', as the case may be) own cost, insurance against all risks, foreseen and un-foreseen, for all assets, human resources and any other aspects and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

## **9. SUB CONTRACTING**

The Service Provider shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.

## **10. MODIFICATIONS & ALTERATIONS**

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

## **11. BREACH AND COMPENSATION**

11.1 In case the Client is in breach of any of its obligations under this Agreement, and the breach is not cured within 30 days of receipt of a notice in writing from the Service Provider to the Client and which has not occurred as a result of Service Provider's breach of its obligations under this Agreement, the Client shall pay to the Service Provider, all direct additional costs suffered or incurred by the Service Provider arising out of such material default by the Client.

- 11.2 In case of any dispute by the Client on admissibility of the claim or extent of compensation determined, the claim shall be settled as per provisions of the Dispute Settlement mechanism provided in Clause 14 of this Agreement.
- 11.3 Any such compensation payable shall be paid to the Service Provider, in one lump sum within 90 (ninety) days.

## 12. TERMINATION

- 12.1 If this Contract has not become effective within one month after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 12.2 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs 12.2.1 through 12.2.7 of this Clause 12.2. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Service Providers, and sixty (60) days' in case of the event referred to in 12.2.7.
  - 12.2.1 If the Service Provider fails to remedy a failure in the performance of its obligations hereunder, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.
  - 12.2.2 If the Service Provider becomes (or, if the Service Provider consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
  - 12.2.3 If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 14 hereof.
  - 12.2.4 If the Service Provider, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
  - 12.2.5 If the Service Provider submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client.
  - 12.2.6 If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
  - 12.2.7 If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract

- 12.3 The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs 12.3.1 through 12.3.4 of this Clause 12.3, and not less than sixty (60) days' written notice to the Client, in case of event specified in the paragraph 12.3.5 of this Clause 12.3
- 12.3.1 If the Client fails to pay any money due to the Service Provider pursuant to this Contract and not subject to any dispute hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.
- 12.3.2 If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- 12.3.3 If the Client fails to comply with any final decision reached as a result of arbitration.
- 12.3.4 If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Client of the Service Provider's notice specifying such breach.
- 12.3.5 If the Service Provider, in its sole discretion and for any reason whatsoever, decided to terminate this Contract
- 12.4 Upon termination of this Contract by notice of either Party to the other, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
- 12.5 Upon termination of this Contract pursuant to Clauses 12.2 or 12.3 hereof, the Client shall make the following payments to the Service Provider:
- 12.5.1 Remuneration pursuant to Section D hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Section D hereof for expenditures actually incurred prior to the effective date of termination; and
- 12.5.2 except in the case of termination pursuant to paragraphs 12.2.1 through 12.2.5 of Clause 12.2 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.



### **13. LAW GOVERNING CONTRACT:**

The Contract shall be governed by the Indian laws. The jurisdiction for this Contract shall be Raipur.

### **14. DISPUTE RESOLUTION**

Any dispute, difference or claim arising out of or in connection with or in relation to this Agreement which is not resolved amicably shall be decided finally by reference to arbitration to a Arbitral tribunal comprising of one nominee of each party to this agreement. Such arbitration shall be held in accordance with the Rules of Arbitration of the Indian Counsel of Arbitration and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The Arbitrators shall issue a reasoned award. The Award shall be final and binding on the Parties.

### **15. FRAUD & CORRUPTION**

- 15.1 It is required that Service Providers under contracts with the Client, observe the highest standard of ethics during the execution of the Contract. The Client will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Service Provider or any Sub Contractor or individual hired by the Service Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract.
- 15.2 The Client will sanction a Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded any other contract from Client or its subsidiaries and from any Client funded project, if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the Contract

### **16. FAIR IMPLEMENTATION OF CONTRACT**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 14 hereof.

SECTION B: SPECIFIC CONDITIONS OF CONTRACT

<b>CLIENT REPRESENTATIVE</b>	NAME: DESIGNATION: ADDRESS: TELEPHONE: FAX: E-MAIL: <i>(Please specify the relevant details)</i>
<b>SERVICE PROVIDER REPRESENTATIVE</b>	NAME: DESIGNATIO N: ADDRESS: TELEPHONE: FAX: E-MAIL: <i>(Please specify the relevant details)</i>
<b>DATE OF SIGNING THE CONTRACT</b>	<i>(Please Specify)</i>
<b>CONTRACT VALIDITY</b>	From: <span style="float: right;">Till:</span> <i>(Please Specify)</i>
<b>TOTAL VALUE OF THE CONTRACT</b>	(in figures) (in words) <i>(Please Specify)</i>
<b>TAXES PAYABLE BY THE SERVICE PROVIDER</b>	All applicable taxes
<b>PAYMENT METHOD</b>	Lump Sum / Reimbursable <i>(Tick appropriate option)</i>
<b>PAYMENT BASIS</b>	Time Based / Milestone Based <i>(Tick appropriate option)</i>
<b>PAYMENT RELEASE METHOD</b>	Cheque / Demand Draft / ECS / RTGS <i>(Tick appropriate option)</i>

<b>SERVICE PROVIDER BANK DETAILS FOR PAYMENT RELEASE</b>	Name of Account: Account Type: Account Number: Bank Name: Branch: Address: IFSC Code: RTGS Code: <i>(Please specify the relevant details)</i>
<b>PERFORMANCE SECURITY *</b>	YES / NO  If Yes – specify details Amount Paid: Demand Draft / Pay Order No.: Bank:  <i>(Please specify the relevant details)</i>

**SECTION D: PAYMENT SCHEDULE**

TYPE OF CONTRACT: Time Based / Milestone Based (*Please specify appropriate option*)

NO	BASIS OF PAYMENT (Point of time in case of time based and Milestone in case of milestone based)	% PAYMENT TO BE RELEASED	PAYMENT TO BE RELEASED IN TERMS OF AMOUNT	CONDITIONS FOR RELEASE* (If applicable)

*(Please fill required details)*

\* *These are evidences suggesting completion of the task successfully by the Service Provider. This can be anything like submission of expense statements (in case of reimbursable), submission of reports, submission of Utilization Certificates, submission of audited reports, submission of attendance sheet of trainees attending training etc.*

## **SECTION F: TEAM**

*The team structure with names of team members, designations (for the proposed assignment) and their scope of work for the assignment to be reproduced here as part of the contract.*

## SECTION G: DELIVERABLES

### 1. Baseline survey report:

- Selection of sites and beneficiaries, Collection of gender-disaggregated data to adequately reflect the situation and priorities of women.
- Basic Information on Watershed including rainfall, temperature, location including geographical coordinates, topography, hydrology, hydrogeology, soils, forests, demographic features, ethnographic details of communities, land-use pattern, major crops & their productivity, irrigation, livestock, socio-economic status etc.

### 2. GIS based household analysis

Socio-economic database consist of each household details in attribute form. A web enabled tool is required to show each households details on map. Each household from respective village should be marked on cadastral map (using GPS locations or digitized manually). The household is given same ID as of given in socio-economic database. Identical household ID links geometry with attribute details and enables user to access various themes on cadastral map, which will be as:

- Existing gross land holding of the families
- Estimate of existing and post development agriculture production (for the major cropping sequence) of families
- Livestock resources available with the family
- Energy requirements of the family
- Family income from agriculture and allied services
- Family Income from non-agriculture services
- Plot belongs to which family (and vice versa), etc.

### 3. Participatory Net Planning (PNP)

Micro to macro level databases of land resources, existing and proposed treatments, and costs involved and also various possible post-treatment options for land use.

### 4. Socio-Economic Survey & Analysis

- Demographic details
- Household category-wise population report
- Education status, Land holding and cropping pattern of the village  
Livestock details of the village
- Income and expenditure of families in the village.

**5. Hydro-geological survey of the watershed :**

To map out zones of potential groundwater recharge & discharge, storage and sustainable ground water utilisation.

6. Details of expected/proposed User Groups & Self Help Groups, master tables for private land / common land activities, contribution to watershed development funds, information on soil and land-use, existing assets related to water harvesting, recharging and storage etc. needs to be provided plot-wise.
7. Problems Typology of the Watershed including an account of the major problems requiring intervention from the perspective of enhancing livelihood potential/carrying capacity as well as conservation and regeneration of resources.
8. Description of Proposed Interventions (physical and financial, including time-table of interventions) along with technical details and drawings certified by the WDT.
9. Detailed Mapping exercises.
10. Institutional mechanisms and agreements for implementing the plan, ensuring emphasis on participatory decision-making, equity and sustainability of benefits, and post-project sustainability.
11. Expected Outcomes and Benefits, especially with respect to livelihoods for different segments, benefits to women and regeneration/conservation of resources, etc.
12. Standard planning tool such as Logical Framework Analysis (LFA) that includes goals, purpose, outputs, activities, inputs, challenges and measurable indicators of progress.

**SECTION H: FACILITIES TO BE PROVIDED BY CLIENT**

1. Office space for the state level and district level offices at SLNA/WCDC
2. Facilitation for organizing meetings/workshops and sending invitations
3. Timely approvals, decisions and relevant information for taking the task further
4. Timely release of funds as per payment schedule mentioned in this contract, Section E
5. Deputing a point person for all communication and facilitation related to the assignment
6. Relevant & timely instructions to all concerned stakeholders
7. Existing Guidelines
8. Any other documents relevant to Service Provider’s work

**SECTION I: REPORTING REQUIREMENTS**

Please specify reporting requirements from Service Provider with specific timelines. This can include weekly/ monthly/quarterly reports, training reports, baseline survey report, Net planning reports, meeting minutes, workshop reports, etc. This can be derived based on the Terms of Reference.

**Timesheets**

During the course of their work under this Contract, including field work, the Service Provider’s employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.

We agree to this Contract in total with all its terms and conditions and sign herewith as token of our agreement.

FOR THE CLIENT

FOR THE SERVICE PROVIDER

Signed by (name)

Signed by (name)

Designation:

Designation:

(Initials of both parties to be put on each page of the contract and on any overwriting, if any)



## Annexure I

### SELF DECLARATION FOR THE POTENTIAL BIDDER

(In case of Sub Consultants involvement in the assignment or in case of consortium, this declaration to be provided by all sub consultants and consortium members)

I, \_\_\_\_\_(Name of authorized Signatory), \_\_\_\_\_  
(Designation) of \_\_\_\_\_(Name of the Applying agency),  
hereby declare the following on behalf of the \_\_\_\_\_(Name of Applying agency)

1. That \_\_\_\_\_(Name of Applying agency) has not ever filed for bankruptcy in any country.
2. That \_\_\_\_\_(Name of Applying agency) has not ever been black listed by any government agency in India or other countries.
3. That \_\_\_\_\_(Name of Applying agency) has not ever been black listed by any donor agencies in India or other countries.
4. That \_\_\_\_\_(Name of Applying agency) has not ever been terminated for non performance / under performance / poor performance by any government agency or donor agency in India or other countries.
5. That \_\_\_\_\_(Name of Applying agency) has not ever been involved in any Corrupt, Collusive, Fraudulent, Coercive or Obstructive practices in competing for this or any other contract or in implementing any other contract ever.
6. That no official from the Client has received or will be offered any direct or indirect benefit arising from this solicitation or any resulting contracts or in implementation of this contract.
7. That no official from any of our past Clients has received any direct or indirect benefit arising from solicitation or implementation of contracts with that Client during his tenure with the Client.
8. That \_\_\_\_\_(Name of Applying agency) is not/have not been engaged in any activity that can be at conflict of interest with the Client or the proposed assignment.

9. That no government staff member or their immediate family member are having any financial interest in operations of \_\_\_\_\_ (Name of Applying agency).

I understand that if any of the above stated declaration is found to be incorrect, \_\_\_\_\_ (Name of Applying agency) will be disqualified with immediate effect and may be black listed by the Client.

(Sign of authorized signatory) Name of authorized signatory: Designation:  
Name of Applying agency:

**Annexure: II**

**District wise details of IWMP Projects in Chhattisgarh(Batch-IV)**

**(Rs. In Lakh)**

S.No.	Distt.	No.of Projects	Total Area Sanctioned	Unit Cost Per Hact.	Total Cost
	1	2	3	4	5
1	Bastar	1	3843.42	15000	576.51
2	Kondagaon	1	7677.00	15000	1151.55
3	Kanker	3	13907.48	15000	2086.12
4	Bijapur	1	2797.00	15000	419.55
5	Mahasamund	1	5017.00	12000	602.00
6	Gariyaband	2	9346.00	12000	1121.52
7	Balodabazar	2	7630.00	12000	921.00
8	Jashpur	2	11755.06	12000	1410.61
9	Korba	2	9238.00	12000	1108.56
10	Mungeli	1	3533.00	12000	423.96
11	Surguja	2	9460.56	12000	1135.27
12	Surajpur	1	5284.00	15000	792.60
13	Durg	2	12089.00	12000	1450.68
14	Balod	3	12501.00	12000	1500.12
15	Rajnandgaon	3	10071.00	12000	1208.52
	<b>Total</b>	<b>27</b>	<b>124149.52</b>		<b>15908.57</b>