

REQUEST FOR PROPOSALS

Procurement of Consulting Services for 'Development of Road Map for Institutional and Policy Mainstreaming of Sustainable Land and Ecosystem Management in India'

RFP No: IN-ICFRE-68368-CS-QCBS

Client: Indian Council of Forestry Research and Education

Issued on: 23 September 2019



Indian Council of Forestry Research and Education

(An Autonomous Body of Ministry of Environment, Forest and Climate Change, Government of India)

P.O. New Forest, Dehradun – 248006 (INDIA)



Indian Council of Forestry Research and Education

(An Autonomous body of the Ministry of Environment, Forest and Climate Change, Government of India)

P.O. New Forest, Dehradun – 248 006 (Uttarakhand), INDIA

REQUEST FOR EXPRESSIONS OF INTEREST

for

Development of Road Map for Institutional and Policy Mainstreaming of Sustainable Land and Ecosystem Management in India

COUNTRY: INDIA

NAME OF PROJECT: Ecosystem Services Improvement Project

Grant No.: TF0A3990

Reference No.: IN-ICFRE-68368-CS-QCBS

The Government of India has received financing from the World Bank toward the cost of the Ecosystem Services Improvement Project (ESIP), and intends to apply part of the proceeds for consulting services.

The consulting services (“the Services”) include development of a roadmap for institutional and policy mainstreaming of sustainable land and ecosystem management in India with a detailed action plan for implementing the findings/recommendations made by Indian Council of Forestry Research and Education under SLEM Project (SLEM Baseline Study and Monitoring and Evaluation Framework). The consultant would look into the current state of institutional and policy arrangements in India identify key gaps and challenges (institutional mechanism, data and capacity gaps etc.) and how these may be required to be realigned and /or what policy reforms and changes are required to mainstream SLEM practices in making investments choices etc. The road map would provide specific guideline to various line Ministries/ Departments/ Research Organizations/ Civil Society Originations etc. involved in restoration of degraded lands and to combat land degradation/desertification. The road map also provide the guidelines/plans for achieving the targets of land degradation neutrality (LDN), sustainable development goals (SDGs) and NDC targets etc. of India.

The Indian Council of Forestry Research and Education (ICFRE), now invites eligible consultants/s to indicate their interest for **Development of Road Map for Institutional and Policy Mainstreaming of Sustainable Land and Ecosystem Management in India**. Interested consultants/s should provide information demonstrating that they have the required qualifications and relevant experiences to perform the task.

The attention of interested Consultants is drawn to paragraph 1.9 of the World Bank’s *Guidelines: Selection and Employment of Consultants [under IBRD Loans and IDA Credits & Grants] by World Bank Borrowers [Government of India, 16 August 2017]* (“Consultant Guidelines”), setting forth the World Bank’s policy on conflict of interest.

Expression of interest proposal must be submitted online on or before 04November 2019 (1500 hrs).

Further information can also be obtained at the contact details given below during office hours [0900 to 1730 hours].

Project Director

Ecosystem Services Improvement Project

Indian Council for Forestry Research and Education

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Section I

Request for Proposal Letter for Consulting Services

Name of Assignment: Development of Road Map for Institutional and Policy Mainstreaming of Sustainable Land and Ecosystem Management in India

RFP Reference No.: IN-ICFRE-68368-CS-QCBS

Grant No.: TF0A3990

Country: India

Date: 23 September 2019

Dear Consultants/s

1. The Government of India has been allocated grant funds (the "Grant") from the GEF which are administered by the International Bank for Reconstruction and Development (IBRD) (the "Bank") and executed by the Indian Council of Forestry Research and Education ("the Client"). The Client intends to apply the funds to eligible payments under the contract for which this Request for Proposals is issued.] Payments by the Bank will be made only at the request of the Government of India and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the grant agreement. The grant agreement prohibits a withdrawal from the grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Client/Recipient shall derive any rights from the grant agreement or have any claims to the proceeds of the grant. "For this contract, the Client shall process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing."
2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): Development of Road Map for Institutional and Policy Mainstreaming of Sustainable Land and Ecosystem Management in India. More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to all the eligible and interested Consultants/ s.
4. It is not permissible to transfer this RFP to any other firm.

A firm will be selected under Quality and Cost Based Selection procedure and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the Bank's "Procurement Regulations for IPF Borrowers" Guidelines Selection and Employment of Consultants Under IBRD Loans and IDA Credits & Grants by World Bank Borrowers January 2011 Revised July 2014 ("Procurement Regulations"), which can be found at the following website: www.worldbank.org

This RFP includes the following documents:

- Section 1 – Request for Proposals Letter
- Section 2 –Instruction to Consultants and Data Sheet
- Section 3 - Technical Proposal
- Section 4 - Financial Proposal
- Section 5 – Eligible Countries
- Section 6 – Fraud and Corruption
- Section 7 - Terms of Reference

5. “Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful Consultant’s beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the Request for Proposals.”
6. Details on the proposal’s submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours sincerely,

Project Director
Ecosystem Services Improvement Project
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Section 2. Instructions to Consultants and Data Sheet

Instructions to Consultants

A. General Provisions

1. Definitions

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in the Client'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) "Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) "Borrower" means the Government, Government agency or other entity that signs the [loan/financing/grant¹] agreement with the Bank.
- (e) "Client" means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) "Consultant" means a legally-established professional or an entity that may provide or provides the Services to the Client under the Contract.
- (g) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (h) "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, but not to over-write, the provisions of the ITC.
- (i) "Day" means a calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.
- (j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (k) "Government" means the government of the Client's country.
- (l) "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the

¹["loan agreement" term is used for IBRD loans; "financing agreement" is used for IDA credits; and "grant agreement" is used for Recipient-Executed Trust Funds administered by IBRD or IDA]

Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;

- (m) "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 Client for the performance of the Contract.
- (n) "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.
- (o) "ITC" (this Section 2 of the RFP) mean the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (p) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (q) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (r) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (s) "SPD - RFP" means the Standard Procurement Document -Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (t) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (u) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (v) "Terms of Reference (TORs)" (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
- (w) "ESHS" means environmental, social (including sexual exploitation and abuse (SEA) and gender-based



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2. Introduction

violence (GBV)), health and safety.

- 2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, 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.
- 2.3 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 optional and is at the Consultants' expense.
- 2.4 The Client 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.

3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting Activities

- (i) **Conflict between consulting activities and procurement of goods, works or non-consulting services:** a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting Assignments

c. Conflicting Relationships

(ii) **Conflict among consulting assignments:** A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

(iii) **Relationship with the Client's staff:** a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 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. To that end, the Client 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 Consultant any unfair competitive advantage over competing Consultants.

5. Fraud and Corruption

5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

6. Eligibility

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

6.2 Furthermore, 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



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eligibility requirements as established by the Bank in the applicable Procurement Regulations.

6.3 As an exception to the foregoing 6.1 and ITC 6.2 above:

a. Sanctions

6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the PDS.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for State-Owned Enterprises

6.3.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.

d. Restrictions for Public Employees

6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:

- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
- (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

**e. Borrower
Debarment**

6.3.5 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

B. Preparation of Proposals

**7. General
Considerations**

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

**8. Cost of
Preparation of
Proposal**

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the Data Sheet.

**10. Documents
Comprising the
Proposal**

10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

10.3 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 4).

**11. Only One
Proposal**

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.

12. Proposal Validity

12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the

Proposal submission deadline.

12.2 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.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.

a. Extension of Validity Period

12.4 The Client will make its best effort to complete the negotiations and award the contract within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity 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, except as provided in ITC 12.7.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but



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without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

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

13.2 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.

14. Preparation of Proposals Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.



14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

**15. Technical
Proposal Format
and Content**

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.

**16. Financial
Proposal**

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.

**a. Price
Adjustment**

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Client's country is provided in the Data Sheet.

**c. Currency of
Proposal**

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.

**d. Currency of
Payment**

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

**17. Submission,
Sealing, and
Marking of
Proposals**

17.1 The Consultant shall submit online a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL"

information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission of Proposals shall be done electronically through e-portal of Ministry of Environment, Forest and Climate Change (MoEFCC).

- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.5 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.

18. Confidentiality

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.
- 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures.
- 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it shall do so only in writing.

19. Opening of Technical

- 19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the

Proposals

shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

20. Proposals Evaluation

20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection", if applicable.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

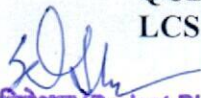
22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the



following:

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
- (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.

23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.

23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the Data Sheet. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total



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24. Correction of Errors

prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. 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 Client'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.

b. Lump-Sum Contracts

24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.

25. Taxes

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the Data Sheet.

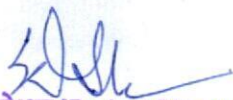
26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

27. Combined Quality and Cost Evaluation

a. Quality and Cost-Based Selection (QCBS)

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest



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b. Fixed-Budget Selection (FBS)

combined technical and financial scores, will be invited for negotiations.

27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected.

27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.

28. Negotiations

D. Negotiations and Award

28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

28.3 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 ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 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 of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical Negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.



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c. Financial Negotiations

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Standstill Period

30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

31. Notification of Intention to Award

31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
- (b) the contract price of the successful Proposal;



- (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
- (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
- (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
- (f) the final combined scores and the final ranking of the Consultants;
- (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- (h) the expiry date of the Standstill Period; and
- (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

32. Notification of Award

32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the Data Sheet, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefore;
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.
- (f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.

32.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's



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33. Debriefing by the Client

- Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online
- 33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.
- 33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period
- 33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting

34. Signing of Contract

- 34.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.
- 34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

35. Procurement Related Complaint

- 35.1 The procedures for making a Procurement-related Complaint are as specified in the Data Sheet.



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Section 2. Instruction to Consultants

E. Data Sheet

ITC Reference	A. General
1 (I)	<p>Electronic –Procurement System The electronic-procurement system shall be used to manage this Request for Proposal (RFP) process: http://icfre.gov.in/tenders & https://eprocure.gov.in/epublish/app (for issuing and downloading of RFP for reference only) https://moefcc.euniwizard.com (for issuing RFP, Submissions of technical and financial Proposals, and Opening of Proposals)</p>
2.1	<p>Name of the Client: Indian Council of Forestry Research and Education Method of selection: Quality and Cost Based Selection as per the Procurement Regulations (available on www.worldbank.org)</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: Development of Road Map for Institutional and Policy Mainstreaming of Sustainable Land and Ecosystem Management in India</p>
2.3	<p>A pre-proposal conference will be held: Yes Date of pre-proposal conference: 11 October 2019 Time: 15:00 hrs. (3:00 PM) Address: Indian Council of Forestry Research and Education, P.O. New Forest, Dehradun – 248006 (India) Telephone: +91-135-2224803 Facsimile: +91-135-2750296 E-mail: projectdirectoresip@gmail.com Contact person/conference coordinator: Dr. R.S. Rawat, Project Manager, ESIP</p>
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: N/A (None)</p>
B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language. Proposals shall be submitted in English All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following: Technical Proposal: (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3</p>

	<p>(5) TECH-4 (6) TECH-5 (7) TECH-6 AND Financial Proposal: (1) FIN-1 (2) FIN-2</p>
10.2	<p>Statement of Undertaking is required Yes We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council;</p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible No</p>
12.1	<p>Proposals must remain valid for 90 Days</p>
13.1	<p>Clarifications may be requested no later than 10 days prior to the submission deadline. The contact information for requesting clarifications is: Project Director Ecosystem Services Improvement Project Indian Council for Forestry Research and Education P.O. New Forest, Dehradun, Uttarakhand-248006 (INDIA) Tel: +91-135-2224836, 2224803, 2224823, Tele Fax: +91-135-2750296 Email: projectdirectoresip@gmail.com</p>
14.1.1	<p>Shortlisted Consultants may associate with non-shortlisted consultant(s): Yes</p>
14.1.2	<p><i>Not applicable</i></p>
14.1.3	<p>The Consultant's Proposal must include <u>the minimum</u> Key Experts' time-input of 35 person-months. For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows: The missing time-input is multiplied by the highest remuneration rate for a</p>

	Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.
14.1.4 and 27.2 use for Fixed Budget method	The total available budget for this Fixed-Budget assignment is: Not Applicable. Proposals exceeding the total available budget will be rejected.
15.2	The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP) Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	<i>A sample list is provided below for guidance:</i> (1) <i>cost towards expert charges per person-month</i> (2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i> (3) <i>cost of overheads and office support;</i> (4) <i>communications costs;</i> (5) <i>cost towards organization of national level consultation workshop</i> (6) <i>cost of reports production (including printing) and delivering to the Client;</i>
16.3	“Information on the Consultant’s tax obligations in the Client’s country can be found: As per Government of India norms
16.4	The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies. The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes
C. Submission, Opening and Evaluation	
17.1	The Consultants shall have the option of submitting their Proposals electronically. The electronic submission procedures shall be: For electronic submission use the following portal of MoEFCC: https://moefcc.euniwizard.com Tender Bidding Methodology: The offer should be submitted through e-tendering mode in the website https://moefcc.euniwizard.com containing two e-proposal viz. Technical and Financial Proposals. The Proposals will be uploaded along with all signed and scanned documents those are required for particular submitting the proposals. Broad outline of activities for Bidders prospective:

	<ol style="list-style-type: none"> 1. Procure a Digital Signing Certificate (DSC). 2. Register on e-wizard portal (https://moefcc.euniwizard.com). 3. View Notice Inviting Tender (NIT) on e-wizard portal. 4. Download official copy of Request for Proposal Documents from e-wizard portal. 5. Proposal submission on e-wizard portal. 6. Attend Public Online Tender Opening Event (TOE) on e-wizard portal Opening of Financial-part (Only for Technical Responsive Consultants). <p>For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the e-wizard portal.</p> <p>Digital Certificates: It is mandatory for all the Consultants/ s to have Digital Signature Certificate – Signing + Encryption (in the name of person who will sign the Bid) from any of the licensed Certifying Agency (Consultants/s can see the list of licensed CA's from the link www.cca.gov.in) to participate in e- tendering.</p> <p>Registration: To participate in the e-procurement, it is mandatory for consultants to get registered in e-tendering portal (https://moefcc.euniwizard.com).</p>						
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original copy</p> <p>(b) Financial Proposal: one (1) original.</p>						
17.7 and 17.9	<p>The Proposals must be submitted online no later than:</p> <p>Date: 04 November 2019</p> <p>Time: 15:00 hrs local time (03:00 PM)</p>						
19.1	<p>An online option of the opening of the Technical Proposals is offered:</p> <p>Yes</p> <p>The opening shall take place at:</p> <p>ICFRE, Dehradun</p> <p>Date: 04 November 2019</p> <p>Time: 15:00 hrs local time (03:00 PM)</p>						
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals: N/A</p>						
21.1	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:</td> <td style="text-align: right;">[0-10]</td> </tr> <tr> <td>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</td> <td style="text-align: right;">[0-40]</td> </tr> </tbody> </table> <p><i>[Notes to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and</i></p>		<u>Points</u>	(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:	[0-10]	(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):	[0-40]
	<u>Points</u>						
(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:	[0-10]						
(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):	[0-40]						

	<p><i>implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts]</i></p> <p>(iii) Key Experts' qualifications and competence for the Assignment: <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <p>a) Position K-1: Team Leader [0-20] b) Position K-2: Institutional Expert [0-10] c) Position K-4: Legal Expert [0-10] d) Position K-5: Agriculture, Forestry, Biodiversity, Land Management, Environment Management and Climate Change Experts [0-10] e) Position K-6: Social Expert [0-10]</p> <p style="text-align: right;">Total points for criterion (iii): [0-60]</p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education, training, and experience): 20% 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 70% 3) Relevant experience in the region (administrative system, government organization, etc.): 10 %</p> <p style="text-align: right;">Total weight: 100%</p> <p>(iv) Transfer of knowledge (training) program (relevance of approach and methodology):</p> <p style="text-align: right;">Total points for criterion (iv): [0-10]</p> <p>(v) Participation by nationals among proposed Key Experts [0-10] [not to exceed 10 points] [Sub-criteria shall not be provided. Calculated as a ratio of the national Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Consultant's Technical Proposal]</p> <p>Total points for the five criteria: 100</p> <p>The minimum technical score (St) required to pass is: 80</p>
Public Opening of Financial Proposals	
23.4	<p>An online option of the opening of the Financial Proposals is offered: Yes Opening of Financial Proposals shall be done using the e-portal of MoEFCC https://moefcc.euniwizard.com</p>
23.5	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals. Any interested party who wishes to attend this public opening should contact: Project Director, Ecosystem Services Improvement Project, Indian Council for Forestry Research and Education</p>



	<p>Tel: +91-135-2224836, 2224803, 2224823, Tele Fax: +91-135-2750296 Email: projectdirectoresip@gmail.com and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p>
25.1	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as GST or sales tax, excise tax, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: Indian National Rupee (INR) The official source of the selling (exchange) rate is: Reserve Bank of India The date of the exchange rate is: 10 October 2019</p>
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: $Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = 0.7 and P = 0.3 Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
D. Negotiations and Award	
28.1	<p>Expected date and address for contract negotiations: Date: 11 November 2019 Address: Project Director Ecosystem Services Improvement Project Indian Council for Forestry Research and Education P.O. New Forest, Dehradun, Uttarakhand-248006 (INDIA)</p>
32.1	<p>The successful Consultant shall submit the Beneficial Ownership Disclosure Form.</p>
34.2	<p>Expected date for the commencement of the Services:</p>

	Date: 01 December 2019
35.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “<u>Procurement Regulations for IPF Borrowers (Annex III).</u>” If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p>Sh. S.D. Sharma Project Director Ecosystem Services Improvement Project Indian Council for Forestry Research and Education P.O. New Forest, Dehradun, Utrakhand-248006 (INDIA) Tel: +91-135-2224836, Tele Fax: +91-135-2757775 Email: projectdirectoresip@gmail.com</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of this Request for Proposal; 2. the Client’s decision to exclude a Consultant from the procurement process prior to the award of contract; and 3. the Client’s decision to award the contract.



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Other General Instructions to Consultants

1. Request for Proposal documents may be downloaded from ICFRE website <http://icfre.gov.in> and CPP site <https://eprocure.gov.in/epublish/app> (for reference only) and Request for Proposal documents may be submitted through MoEFCC online portal <https://moefcc.euniwizard.com>.
2. Manual Request for proposal shall not be accepted.
3. Request for proposal (RFP) shall be submitted online only at MoEFCC procurement portal <https://moefcc.euniwizard.com>. Consultants are advised to follow the instructions provided in the Instructions to the Bidder for the e-submission of the bids through the Ministry of Environment, Forest and Climate Change (MoEFCC) portal at <https://moefcc.euniwizard.com>.
4. Hard copies of EMD and RFP Fee or its exemption certificate must reach to the Project Director, Ecosystem Services Improvement Project, Indian Council of Forestry Research and Education, Dehradun, India in the prescribed form on or before the last date/time of online submission of the RFP.
5. Consultant who has downloaded the request for proposal from ICFRE website and MoEFCC portal shall not temper/ modify the technical and financial proposal documents in any manner. In case same is found to be tampered/ modified in any manner, RFP shall be completely rejected and EMD shall be forfeited and consultant is liable to be banned for consultancy services with ICFRE in future.
6. Request for Proposal Document Fee: Rs.590/-(including GST @18%) in the form of crossed Demand Draft in favour of Account Officer, ICFRE payable at Dehradun, India as a Request for Proposal fee along with the request for proposal documents. Scanned copy of the same should be uploaded in the portal
7. Amount of EMD to be deposited: EMD in the form of FDR of INR 4,50,000/- in favour of Account Officer, ICFRE payable at Dehradun, India with minimum Twelve months validity
8. Following documents shall be submitted/ uploaded online on <https://moefcc.euniwizard.com>:
 - a. Signed and scanned copy of PAN card
 - b. Signed and scanned copy of GST certificate, if applicable
 - c. Signed and scanned copy of Audited Balance Sheet
 - d. Signed and scanned copy of affidavit of Partnership Deed, if applicable
 - e. Signed and scanned copy of affidavit on non-judicial stamp paper of INR 10/- by the consultant that it has been never been blacklisted/ debarred/ banned by any Government Departments/ Public Sector, failing which RFP shall be rejected
9. No RFP should be withdrawn after the deadline for submission of RFP and before the expiry of the validity period. If consultant withdraws the RFP during this period, it will result in forfeiture of the earnest money furnished by the consultant.



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10. The RFP should accompany a Demand Draft/FDR of value as indicated in tender as Earnest Money Deposit, payable in favor of the Account Officer, ICFRE which will be refunded without any interest, if the offer is not accepted. In case of offer is accepted but not honored by the consultant, the Earnest Money Deposit shall be forfeited. The Earnest Money Deposit will also be forfeited, if wrong information is given in the proposal to influence the procurement process.
11. Any or all the RFPs can be rejected by Director General, ICFRE without any reason. It cannot be challenged in any court. Disputes if any will be under the jurisdiction of Dehradun Court, Uttarakhand, India.
12. In case of any dispute, the Director General, ICFRE shall decide the issue and his decision shall be final and shall be binding to the parties
13. No legal proceedings to enforce any claim and no sit arising out of this work contract shall be instituted except under the jurisdiction Dehradun Court, Uttarakhand, India.
14. False declarations will be in breach of the code of integrity under rule 175 of General Financial Rules 2017 of the Government of India for which a consultant or its successors can be debarred for up to 2 years as per rule 151 of GFR alongwith such other actions as may be permissible under law
15. **EMD and RFP document fee should be submitted physically before end date and time of bid submission to the Project Director, ESIP, ICFRE, Dehradun, India otherwise RFP shall be rejected. Hardcopies of technical and financial proposals need not be submitted physically. They need only be submitted online on MoEFCC portal.**



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Section 3. Technical Proposal – Standard Forms

Checklist of Required Forms

FORM	DESCRIPTION	Page Limit
TECH-1	Technical Proposal Submission Form	04
TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement	04
Power of Attorney	No pre-set format/form. In the case of a Joint Venture (JV), several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	As required
TECH-2	Consultant's Organization and Experience	12
TECH-2A	A. Consultant's Organization	06
TECH-2B	B. Consultant's Experience	06
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client	02
TECH-3A	A. On the Terms of Reference	01
TECH-3B	B. On the Counterpart Staff and Facilities	01
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	15
TECH-5	Work Schedule and Planning for Deliverables	04
TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	30

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.


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Form TECH-1

Technical Proposal Submission Form

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for 'Development of Road Map for Institutional and Policy Mainstreaming of Sustainable Land and Ecosystem Management in India' in accordance with your Request for Proposals (RFP) dated 23 September 2019 and our Proposal. "We are hereby submitting our Proposal-online, which includes this Technical Proposal and a Financial Proposal".

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to Fraud and Corruption as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary

suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council;

- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}
Title: {insert title/position of authorized representative}
Name of Consultant (company's name or JV's name):
Capacity: {insert the person's capacity to sign for the Consultant}
Address: {insert the authorized representative's address}
Phone/fax: {insert the authorized representative's phone and fax number, if applicable}
Email: {insert the authorized representative's email address} _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}


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Form TECH-2(for Full Technical Proposal Only)

Consultant's Organization and Experience

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

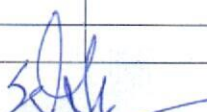
A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership. *[If required under Data Sheet ITC32.1, the successful Consultant shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 05 years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through others cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$/ INR equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2019– Apr.2019}	{e.g., "Improvement quality of.....": designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., US\$1 /INR 1mill/ US\$0.5 mil/ INR 0.5 mil}	{e.g., Lead partner in a JV A&B&C}



Form TECH-3 (for Full Technical Proposal)

**Comments and Suggestions on the Terms of Reference, Counterpart Staff, and
Facilities to be Provided by the Client**

Form TECH-3: 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 Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}


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Form TECH-4

Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference

Form TECH-4: 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.

Suggested structure of your Technical Proposal:

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization and Staffing}
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks.
 - 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 Client), 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, Non-Key Experts and relevant technical and administrative support staff.}



Form TECH-5

Work Schedule and planning for deliverables

No	Deliverables ¹ (D-..)	Months										TOTAL	
		1	2	3	4	5	6	7	8				

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client'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.


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Form TECH-6

Team Composition, Assignment, and Key Experts' inputs

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		D-1	D-2	D-3	D-...				Home	Field	Total
KEY EXPERTS														
			[Home]											
			[Field]											
											Subtotal			
NON-KEY														
			[Home]											
			[Field]											
											Subtotal			
											Total			

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

Full time input

Part time input


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Form TECH-6
(Continued)

CURRICULUM VITAE (CV)

Position Title and No.	
Name of Expert:	
Date of Birth:	
Country of Citizenship/Residence	

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

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

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment

Membership in Professional Associations and Publications:

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


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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
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert's contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert
Date

Signature

{day/month/year}

Name of authorized
Date

Signature

Representative of the Consultant
(the same who signs the Proposal)



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Section 4. Financial Proposal - Standard Forms

{Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs



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Form FIN-1
Financial Proposal Submission Form

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Development of Road Map for Institutional and Policy Mainstreaming of Sustainable Land and Ecosystem Management in India in accordance with your Request for Proposal dated 23 September 2019 and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, [Insert "including" or "excluding"] of all indirect local taxes in accordance with ITC 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

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

We remain,

Yours sincerely,

_____ Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}_____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}



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Form FIN-2 Summary of Costs

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data)}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
{insert type of tax e.g., GST or VAT or sales tax}				
{e.g., income tax on non-resident experts}				
{insert type of tax}				
Total Estimate for Indirect Local Tax:				

Footnote: Payments will be made in the INR.


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 ई.एस.आई.पी./ESIP
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 Indian Council of Forestry Research & Education
 हाफर-न्यू फॉरेस्ट, देहरादून-248006
 P.O.-New Forest, Dehradun-248006

Section 5. Eligible Countries

In reference to ITC6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None


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Section 6. Fraud and Corruption

(This Section 6, Fraud and Corruption shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly

- or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Section 7. Terms of Reference

1. BACKGROUND

In India almost 47% of land is under cultivation, about 70% of population dependent on agriculture, 69% of the country is dry land, *i.e.*, arid, semi-arid and dry sub-humid, 24.8% area is undergoing desertification, and more than 32% of India's total land area is affected by land degradation. While 72% of India's population is rural and depends mainly on land and water resources, almost 80% of all Indian farmers are under the poverty line. The major causes for land degradation are unsustainable water management, poor agricultural practices, human and livestock pressure on land, deforestation, climate change and industrialization.

In India, there is a major focus on reducing poverty through enhanced productivity from irrigated as well as dry land ecosystems, which requires an approach with adequate emphasis on conservation of natural resources. There are significant opportunities for improving land management practices in order to improve productivity and reduce land degradation. Profitable and sustainable land use and ecosystem practices can be the principal means for protecting India's significant environmental assets and alleviating poverty in the largest and poorest segments of Indian society.

Despite considerable financial investments, studies indicate that the rate of degradation of land in rainfed areas in the 1990s is likely to have proceeded at more than twice the rate observed in the earlier years. Further, our agricultural land is also shrinking at a faster rate due to urbanization and developmental activities. The over exploitation of ground water has become serious problem not only in dry states but also in food producing states like Punjab and Haryana. Appropriate land use and sustainable management of the country's natural resources and agro-ecosystem are the avenues to meet the challenges and to sustain environmental services. Given this background, the 11th Five Year Plan of the Government has placed high priority on raising agricultural productivity to achieve an annual agricultural growth of more than 4.1 percent. The 11th Five Year Plan acknowledges that this goal cannot be achieved with the ongoing shrinking and degradation of the country's natural resources, and therefore, stresses upon conservation, harnessing and developing of natural resources. This will require that we move away from existing inefficient use of land and water resources, including ground water mining, recognize the additional challenges resulting from current climate variability, and expected extreme climate conditions.

Indian Council of Forestry Research and Education (ICFRE) has implemented the World Bank/GEF supported Sustainable Land and Ecosystem Management Project as Technical Facilitation Organisation under Sustainable Land and Ecosystem Management - Country Partnership Programme (SLEM-CPP) of the Government of India and Global Environmental Facility (GEF).

The Government of India has received financing from the World Bank toward the cost of the Ecosystem Services Improvement Project. ICFRE is one of the implementing partners of 'Ecosystem Services Improvement Project (ESIP)' and implementing one of the components of ESIP, i.e., Scaling up Sustainable Land and Ecosystem Management (SLEM) in Selected Landscapes. The main objectives of this component are to prevent land degradation and desertification and increase above-ground forest carbon stock through a combination of investments to implement and scale-up tried-and-tested SLEM best practices, to increase national capacity for monitoring land degradation and track associated indicators, and to generate knowledge exchange on SLEM approaches. The goal is to benefit small and marginal farmers and other rural poor and to develop a national knowledge platform for supporting a community of practice on SLEM. These activities are designed to overcome the twin challenges of arresting land degradation and meeting food security targets. This component will finance on-the-ground sustainable land management investments in private land holdings and common property lands and enhance knowledge and capacity for further scaling up of SLEM approaches at the national level. It will draw heavily from the best practices and approaches that were tried and successfully developed under SLEM project. This component can help increase national capacity for monitoring the status of land degradation and desertification and SLEM outcomes, as well as the results of UNCCD action programmes at the country level.

The SLEM Approach:

The Sustainable Land and Ecosystem Management (SLEM) approach was a joint initiative under the Country Partnership Programme (CPP) of the Government of India and Global Environmental Facility (GEF). The Programme was led by the Ministry of Environment, Forest and Climate Change at the national level, and collaborates closely with State government authorities and other stakeholder groups at the local level. The SLEM-CPP conceived as a multi-stakeholder project supports adoption and implementation of sustainable land and ecosystem management, the essence of which is to apply a multi-sectoral approach to land management, biodiversity conservation and climate change adaptation issues in several states of India. In order to do so, a number of organizations representing different capacities related to the issues at hand were participated in the program. These include government organizations at union and state levels, non-governmental and civil society organizations. The complexity of the program requires significant efforts at multiple institutional levels in order to achieve the planned results, and secure scaling-up of successful results.

Six SLEM projects were implemented in India with assistance from the World Bank, UNDP and FAO. The project sites under SLEM-CPP cover diverse ecological zones including arid, coastal and mountainous ecosystems and address diverse aspects of land and ecosystem management including coastal agriculture, shifting cultivation, watershed management, and groundwater management.

The SLEM project on “Policy and Institutional Reform for Mainstreaming and Up-scaling Sustainable Land and Ecosystem Management in India” was anchored at the Indian Council for Forestry Research and Education, Dehradun. The project envisages identifying gaps and barriers to sustainable land management, and documenting best practices across the country, which could be up-scaled and mainstreamed. The project outcome contributing towards harmonization of the institutional and policy framework, coordination and monitoring of interventions in agricultural and natural resource management strategies that promotes sustainable land management and enhances agricultural productivity while minimizing environmental impacts.

The Baseline study:

SLEM-CPP being a multi-sectoral approach to land management, biodiversity conservation and climate change adaptation requires a long gestation period for its impacts to become visible and apparent. In this context technical and institutional baselines have been prepared to monitor the changing status of land degradation and land management over time and to identify gaps/needs for sustained interventions in future. The baseline study has been designed to develop a preliminary understanding of the status of land degradation issues and its impacts on biodiversity and impacts of climate change/variability on land use practices and policy and institutional framework for land and ecosystem management across the country.

The baseline study has been conducted through a choice of indicators for all SLEM components viz., land degradation, biodiversity and impacts of climate change/variability on land use practices and policy and institutional framework across the country. Given the fact that land in India is expected to be in various stages of degradation, the findings of the study shall serve as a benchmark for assessments of the status in future. This may help in drawing inferences on impacts of interventions that aim at reversing the process of land degradation through SLEM. The study is based on secondary sources of information available, information gathered through field visits, focused group discussions and stakeholder consultations. Apart from the comprehensive National level baselines, Baseline has also been prepared for eight selected States.

Outcome of SLEM-CPP

In the SLEM program, the multi-sectoral approach to combating land degradation also takes account the need to conserve biodiversity and consider the implications of climate variability and change, as additional factors that need to be considered to arrive at sustainable solutions. While the focus is on maintaining the integrity of watersheds and landscapes, increasing vegetative cover through agro-forestry, reforestation and afforestation and through ensuring sustainable extraction practices of natural resources are the other thrust areas. An overall decreasing trend in land degradation is expected as well as an improved protection of ecosystem functions and processes resulting in an increase in carbon stocks in the soil as well as in the vegetative cover.

The expected global benefits with regard to biodiversity will be obtained both in terms of ecosystem components and services. Global benefits will in particular be related to agro-

biodiversity and be obtained through agro-ecosystems managed as habitats for indigenous species and through sustainable management of vulnerable habitats such as wetlands, dry lands and mountains. Through the integration of climate variability and change as a factor in the planning and implementation of SLEM, the global benefits (as well as local benefits) will be better safeguarded against climate factors.

2. OBJECTIVE OF THE ASSIGNMENT:

To develop a road map for sustainable land and ecosystem management in India.

3. SCOPE OF SERVICES, TASKS (COMPONENTS) AND EXPECTED DELIVERABLES:

The main objective of the assignment is to develop a roadmap with a detailed action plan for implementing the findings/recommendations made by ICFRE under SLEM Project (SLEM Baseline Study and Monitoring and Evaluation Framework). The consultants would look into the current state of institutional and policy arrangements in India, identify key gaps (institutional mechanism, data and capacity gaps etc.) and how these may be required to be realigned and /or what policy reforms and changes are required to mainstream SLEM practices in making investments choices etc. The road map would provide specific guideline to different Ministries/ Departments/ Research Organizations/ Civil Society Originations/involved in restoration of degraded lands and to combat land degradation/desertification. The road map also provides the guidelines and plans for achieving the targets of land degradation neutrality (LDN), sustainable development goals (SDGs) and NDC targets of India.

Tasks to be undertaken:

1. Identify the key institutional actors at the central and state level responsible for policies regulation and public investments on land management in India.
2. Develop a time sensitive action plan for implementing the key recommendation made by ICFRE under SLEM project for policy reform or realignment and harmonization of the institutional and policy framework to mainstream SLEM.
3. The action plan should detail the specific actions, who will implement that action, what would be the roles and responsibilities of key institutional stakeholders etc. This should specifically suggest any changes in the roles and responsibilities that may be required for implementing the recommendations made by ICFRE.
4. The roadmap would prepare an institutional matrix for implementing the key recommendations made by ICFRE under SLEM Project.
5. The roadmap should provide capacity building needs for the identified institutions in order to enable them to implement the recommendations made by ICFRE.
6. The roadmap should include institutional arrangements for monitoring selected indicators that are already developed by the ICFRE under SLEM Project.
7. The roadmap and the action plan should be cost estimated and provide a timeline for implementing the recommendations.

4. TEAM COMPOSITION AND QUALIFICATION OF THE KEY EXPERTS:

S. No.	Key Experts	Qualifications and Experience
1	Team Leader (Full Time)	<ul style="list-style-type: none">• Post graduation in natural resource management/ environment management/ land management etc.• Minimum 10 years of experience in policy and institutional reforms area• Experience in issues related to land management, preferably on natural resource management and environment management
2	Institutional Expert (Full Time)	<ul style="list-style-type: none">• Post graduation in the relevant field• Minimum 8 years of experience in evaluating the performance of national/state level institutions• Experience of dealing with institutional reforms
3	Legal Expert (Full Time)	<ul style="list-style-type: none">• Graduation in the relevant field• Minimum 8 years of experience in policy/ legal environment on issues related to land governance, protected areas management, environment management etc.
4	Agriculture, forestry biodiversity, land management, environment management and climate change experts (Part Time)	<ul style="list-style-type: none">• Post graduation in the relevant field• Minimum 8 years of experience in the field of forestry, biodiversity, climate change, land management and agriculture, environment management
5	Social Expert (Part Time)	<ul style="list-style-type: none">• Post graduation in the relevant field• Minimum 8 years of experience in the field of social development

The time requirement for part time experts shall be determined by the successful Consultants (), as these would be required to provide specific advice on sectors/sub-sectors related to their expertise. The may engage more experts if required to fulfill the assignment in a time bound manner on his own without any additional financial burden implicated on Client (ICFRE). Sub-contracting shall not be permitted.

5. REPORTING REQUIREMENTS AND TIME SCHEDULE FOR DELIVERABLES

Deliverables:

1. Inception report within three weeks from the date of contract signing
2. Interim progress report within two months from the date of contract signing
3. Draft final report within four months from the date of contract signing
4. An executive summary of the final report translated in Hindi within five months from the date of contract signing
5. A powerpoint presentation on the final report translated in Hindi within five months from the date of contract signing
6. The consultants will organize one national level consultation workshop of the final report with presentation within six months from the date of contract signing
7. Final report incorporating the suggestions/ comments raised by the experts during the national level dissemination workshop, ICFRE and MoEFCC within three weeks from the date of the consultation workshop.

Time Schedule:

The implementation period of the assignment shall be 7 months from the date of award of the contract.

Payment Schedule:

Deliverables	Payment Schedule
Inception report	25%
Interim progress report	25%
Draft final report	30%
Final report incorporating all the suggestions/ comments raised by the experts during the dissemination workshop, and ICFRE	20%

6. CLIENT'S INPUT AND COUNTERPART PERSONNEL

- a) **Services, facilities and property to be made available to the Consultant by the Client:** Relevant documents (SLEM base line report & monitoring and evaluation report) required for preparation of a road map.
- b) **Professional and support counterpart personnel to be assigned by the Client to the Consultant's team:** NIL

7. Intellectual Property Rights: Final Report(s) submitted by the consultant shall be the sole property of ICFRE and ICFRE shall have copyright to the same.