

## **Section 1: Letter of Invitation**

Dear Sir/Madam,

Uttarakhand Watershed Development Unit (UWDU) implementing the Integrated Livelihoods Support Project (ILSP), supported by the Government of Uttarakhand and the International Fund for Agricultural Development (IFAD) will engage 07 Technical Agency (TAs) for 7 Assigned Areas (24-30Gps) equivalent to 7 development blocks (Pauri, Champawat & Nainital districts) and intends to hire the services of qualified and experienced Technical agencies (Societies, Trusts, Companies and Cooperatives) for a period of two years for facilitating the activities of Component– 2 “Participatory Watershed Development”.

The budget line is fixed and given in the RFP document, so the scope of this RFP is limited to Technical Proposals only.

This RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Technical Agencies (including Data Sheet)
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Terms of Reference
- Section 5 - Standard Forms of Contract

Interested agencies who fulfill the following minimum qualifications, (Basic eligibility criteria) may submit their proposals as per the given format on or before 21 November, 2016 to The Project Director, Integrated Livelihood Support Project (ILSP), Watershed Management Directorate, Indira Nagar Forest Colony, Dehradun, Uttarakhand- 248001. A brief summary of the project and the proposed assignment is available in the ToR.

An eligible agency for submitting the proposal is one which has -

- i) Facilitated the implementation of at least 2 projects on Watershed Management and livelihood improvement & upscaling in the last five years.
- ii) Have done professional work in the field of Watershed Management and livelihood improvement & upscaling with an annual average of INR 25 lakh in last three years.
- iii) Experience in formation and promotion of at least 100 JLGs/SHGs/Producer Groups/FIGs (Primary level community institutions).
- iv) Experience in promotion of at least 2 Registered Federations/Cooperatives (Secondary level community institution) with an annual turnover of at least INR 5 Lakh each.
- v) Having regular staff of at least 10 Persons.
- vi) Experience of facilitating implementation of at least two projects in the mountain areas on Watershed Management and livelihood improvement, preferably in Uttarakhand.
- vii) The agency should be registered under the relevant Acts.

The interested agencies are required to submit the proof of evidence of fulfilling the prequalification (Basic eligibility criteria) along with the proposal.

- Only shortlisted agencies that fulfill the above mentioned pre-qualifications will be eligible for technical evaluation. **UWDU is not bound to select any of the agencies submitting the proposals and reserves the right of rejection of any/all proposals without assigning any reason thereof.**
- Details regarding the services to be provided by the Technical Agency are given in the Terms of Reference.
- This is a Fixed Budget Selection (FBS) assignment hence no financial proposals are invited. The Technical Agencies will be selected based on screening of the applications taking into account minimum selection criteria and technical evaluation by adopting the procedures described in the RFP and as per the policies of IFAD.
- The agency who confirms/concurs to execute the assignment within the budget specified in the RFP, may apply for the assignment.

**The detailed documents are available on the WMD website: ([www.wmduk.gov.in](http://www.wmduk.gov.in).)**

**For any further enquiry you can contact:**

Project Director,  
Integrated Livelihood Support Project (ILSP),  
Watershed Management Directorate,  
Indira Nagar Forest Colony,  
Dehradun, Uttarakhand- 248001

Yours sincerely,

Project Director  
Integrated Livelihood Support Project (ILSP)

## **Section 2: Instructions to Technical Agencies**

### **Definitions**

- (a) “Fund” means the International Fund for Agricultural Development, Rome, Italy.
- (b) “Client” means the agency with which the selected Technical Agency sign the Contract for the Services, and in this case, the Uttarakhand Watershed Development Unit (UWDU), Dehradun.
- (c) “Technical Agency” means any Agency, Society, Trust, Company, Cooperative Society etc. that may provide the services to the Client under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, i.e., the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Data Sheet” means such part of the Instructions to Technical Agency used to reflect specific country and assignment conditions.
- (f) “Day” means calendar day.
- (g) “Government” means the Government of Uttarakhand.
- (h) “Instructions to Technical Agency” (Section 2 of the RFP) means the document which provides Technical Agencies with all information needed to prepare their Proposals.
- (i) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client for getting proposals from the eligible Technical Agencies.
- (j) “Personnel” means professionals and support staff provided by the Technical Agency or by any Sub-agency assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- (k) “Proposal” means the Technical Proposal to be received from the Agencies applying for working as technical Agencies.
- (l) “RFP” means the ‘Request For Proposal’ to be prepared by the Client for the selection of Technical Agencies, based on the SRFP.
- (m) “SRFP” means the Standard Request for Proposals, which must

be used by the Client as a guide for the preparation of the RFP.

- (n) "Services" means the work to be performed by the Technical Agencies pursuant to the Contract.
- (o) "Sub-agency" means any person or entity with whom the Technical Agency subcontracts any part of the Services.
- (p) "Terms of Reference" (TOR) means the document included in the RFP as Section 4 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Technical Agencies, and expected results and deliverables of the assignment.
- (q) "WMD" Means Watershed Management Directorate
- (r) "PD" means Project Director
- (s) "DPD" means Deputy Project Director
- (t) "WWMC" means Water and Watershed Management Committee
- (u) "RVC" means Revenue Village Committee
- (v) "PG" means Producer Groups
- (w) "LC" means Livelihood Collectives
- (x) "FIG" means Farmer Interest Groups
- (y) "VPG" means Vulnerable Producer Groups

## **1. Introduction**

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization based on the technical evaluation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The Technical Agencies are invited to submit a Technical Proposal in accordance with the Fixed Cost basis, as specified in the Data Sheet, for facilitating services required for the Project named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Technical Agencies.
- 1.3 Technical Agencies should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions.

Technical Agencies are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending

the pre-proposal conference is optional. Technical Agencies should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Technical Agencies should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.4 The relevant information related to the project is available at UWDU website ([www.wmduk.gov.in](http://www.wmduk.gov.in)) All the additional information felt needed by the technical agencies could be gathered by them through their own resources and learnings to be made as a part of their proposed methodology as a part of RFP document.

1.5 Technical Agencies shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Technical Agencies.

**Conflict of Interest**

1.6 IFAD policy requires that Technical Agencies provide professional, objective, and impartial advice/service and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.1 Without limitation on the generality of the foregoing, Technical Agency, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

**Conflicting activities**

(i) A firm/organization that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as

those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

**Conflicting assignments**

(ii) A Technical Agency (including its Personnel and Sub-agencies) 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 Technical Agency to be executed for the same or for another Client. For example, a Technical Agency hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Technical Agency assisting the Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Technical Agency hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

**Conflicting relationships**

(iii) A Technical Agency (including its Personnel and Sub-agencies) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) 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 IFAD throughout the selection process and the execution of the Contract.

(iv) The procurement process of engaging the Technical Agencies will be done in a fair and transparent process and any attempt to influence the process will be considered as violation of the procurement principles and the bidder will be disqualified, even if the bidder is otherwise eligible for competition.'

1.6.2 Technical Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Technical Agency or the termination of its Contract.

1.6.3 No agency or current employees of the Client shall work as Technical Agency under their own ministries, departments or agencies. Recruiting former government employees of the Client to

work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Technical Agency nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Technical Agency as part of his technical proposal.

**Unfair Advantage** 1.6.4 If shortlisted Technical Agencies could derive a competitive advantage from having provided facilitating services related to the assignment in question, the Client shall make available to all shortlisted Technical Agencies together with this RFP all information that would in that respect give such Technical Agency any competitive advantage over competing Technical Agencies.

**Fraud and Corruption** 1.7 IFAD requires that all Borrowers (including beneficiaries of IFAD loans), as well as Technical Agencies participating in IFAD-financed projects adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, IFAD:

(a) defines, for the purpose of this paragraph, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) "collusive practices" means a scheme or arrangement between two or more Technical Agencies with or without the knowledge of the Borrower, designed to establish prices at artificial, non-competitive levels;

(iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

(b) will reject a proposal for award if it determines that the Technical Agency recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

(c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract, without the Borrower having taken timely and appropriate action satisfactory to the Fund to remedy the situation.

(d) will sanction a Technical Agency, including declaring the Technical Agency ineligible, either indefinitely or for a stated period of time, to be awarded a IFAD-financed contract if at any time determines that the Technical Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Fund-financed contract; and

(e) will have the right to require that, in contracts financed by the IFAD, a provision be included requiring Technical Agencies to permit the IFAD to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by the Fund.

1.8 Technical Agencies, their Sub-agencies, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the IFAD in accordance with the above para. 1.7. Furthermore, the Technical Agencies shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

1.9 Technical Agencies shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Technical Agency is awarded the Contract.

**Origin of Goods  
and Consulting  
Services**

1.10 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:  
(i) as a matter of law or official regulation, the Borrower's



country prohibits commercial relations with that country; or

(ii) 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 imports of goods from that country or any payments to persons or entities in that country.

(iii) The Country is not an IFAD Member Country. List of IFAD Member Countries is available on [www.ifad.org](http://www.ifad.org).

**Only one Proposal**

1.11 Technical Agencies may only submit one proposal. If a Technical Agency submits or participates in more than one proposal, such proposals shall be disqualified.

**Proposal Validity**

1.12 The Data Sheet indicates how long Technical Agency's proposals must remain valid after the submission date. During this period, Technical Agencies shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Technical Agencies to extend the validity period of their proposals. Technical Agencies who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Technical Agencies could submit new staff in replacement, who would be considered in the final evaluation for contract award. Technical Agencies who do not agree have the right to refuse to extend the validity of their Proposals.

**2. Clarification and Amendment of RFP Documents**

2.1 Technical Agencies may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. 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 without identifying the source of inquiry) to all Technical Agencies. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Technical Agencies and will be binding on them. Technical Agencies shall acknowledge receipt of all amendments. To give Technical

Agencies reasonable time to take an amendment into account in their Proposals, the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

### 3. Preparation of Proposals

3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Technical Agencies and the Client, shall be written in the language (s) specified in the Data Sheet.

3.2 In preparing their Proposal, Technical Agencies are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Technical Agencies must give particular attention to the following:

(a) If the Technical Agency considers that it may enhance its expertise for the assignment by associating with other Technical Agencies in a joint venture or sub-consultancy, it may associate with either (i) non-shortlisted Technical Agency(s), or (ii) shortlisted Technical Agency if so indicated in the Data Sheet. The Technical Agency must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Technical Agency(s). In case of association with non-shortlisted Technical Agency(s), the shortlisted Technical Agency shall act as association leader. In case of a joint venture between the shortlisted agencies, all partners shall indicate who will act as the leader of the joint venture and communicate to the Client. ***(Not applicable in present case as agency has to submit proposal alone without association).***

(b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Technical Agencies.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

### Language

(d) Documents to be issued by the Technical Agencies as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Technical Agency will be submitted shall govern for the purpose of interpretation. It is

desirable that the firm's Personnel have a working knowledge of the Client's national language.

**Technical  
Proposal Format  
and Content**

- 3.4 Depending on the nature of the assignment, Technical Agencies are required to submit a Technical Proposal (TP). The Data Sheet indicates the format of the Technical Proposal to be submitted. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.** The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (f) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the TP. A page is considered to be one printed side of A4 or letter size paper.
- (a) A brief description of the Technical Agency's organization and an outline of recent experience of the Technical Agencies and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-1 of Section 3. For each assignment, the outline should indicate the names of Sub-agency/ Professional staff who participated, duration of the assignment, contract amount, and Technical Agency's involvement. Information should be provided only for those assignments for which the Technical Agency was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Technical Agency, or that of the Technical Agency's associates, but can be claimed by the Professional staff themselves in their CVs. Technical Agencies should be prepared to substantiate the claimed experience if so requested by the Client.
  - (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-2 of Section 3).
  - (c) A description of the approach, methodology for performing the assignment covering the following subjects: technical approach and methodology. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-3 of Section 3.

- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-4 of Section 3).
  - (e) CVs of the Professional staff **signed by the staff themselves** or by the authorized representative of the Professional Staff (Form TECH-5 of Section 3).
  - (f) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.
- 3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information will be declared non-responsive.

**4. Submission, Receipt, and Opening of Proposals**

- 4.1 The original proposal (Technical Proposal, see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Technical Agencies themselves. The person who signed the proposal must initial such corrections. Submission letters for Technical Proposal should respectively be in the format of TECH-1 of Section 3)
- 4.2 An authorized representative of the **Technical Agencies shall initial all pages of the original Technical Proposal**. The authorization shall be in the form of **a written power of attorney** accompanying the Proposal or in any other form demonstrating that the representative has been fully authorized to sign. The signed Technical Proposal shall be marked "ORIGINAL".
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" The envelopes containing the Technical Proposal shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the assignment, and be clearly marked **"DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE 16<sup>TH</sup> NOVEMBER, 2016** The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection.

- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission.
- 5. Proposal Evaluation**
- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Technical Agencies should not contact the Client on any matter related to its Technical Proposal. Any effort by Technical Agencies to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Technical Agency's Proposal.
- Evaluation of Technical Proposals**
- 5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- Negotiations for the allocation of blocks**
- 5.3 Following the ranking of technical Proposals, the first ranked Technical Agency is invited to negotiate in context of the allocation of the blocks to be taken by them. Since the financial part is already fixed and as per the ongoing system of engaging Technical Agencies, therefore there will be no negotiations in context of the financial aspects.
- Results of Technical Evaluation**
- 5.4 After the technical evaluation is completed and the Fund has issued its no objection (if applicable), the Client shall inform the Technical Agencies who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Technical Agencies whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR.
- 5.8 In this case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. **There will be no negotiations on the budget part as it is already fixed.**
- 6. Negotiations**
- 6.1 While there will be no negotiations in terms of financial budget, however the selected agencies will be called for discussion related to taking up the new and the old blocks.

The invited Technical Agency will, as a pre-requisite for attendance at the discussion, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to discuss about allocation of the blocks with the next-ranked Technical Agency. **Representatives conducting discussions on behalf of the Technical Agency must have written authority to negotiate and conclude a Contract.**

**Technical negotiations/  
Discussions**

6.2 There can be negotiations in terms of allocation of blocks, if required. Since the work plan, staffing, and functions of TA is already defined and applicable for the existing seven Technical Agencies associated with the project, therefore same norms and conditions will be applicable to the selected TAs. Regarding allocation of the blocks, the Client shall prepare minutes of discussion and specific allocations which will be signed by the Client and the Technical Agency.

**Financial Negotiations/  
Discussions**

6.3 In the cases of Fixed-Budget Selection method, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

**Availability of Professional  
staff/experts**

6.4 Having selected the Technical Agency on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Technical Agency may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Technical Agency within the period of time specified in the letter of invitation to negotiate.

**Conclusion of the  
negotiations**

6.5 **Negotiations will conclude with a review of the draft Contract.** To complete negotiations, the Client and the Technical Agency will initial the agreed Contract. If negotiations fail, the Client will invite the Technical Agency whose Proposal received the second highest score to negotiate a Contract.

- 7. Award of Contract**
- 7.1 After completing negotiations/discussions, the Client shall award the contract to the selected Technical Agency, publish in WMD website the award of the Contract, and promptly notify all Technical Agencies who have submitted proposals.
- 7.2 The Technical Agency is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 8. Confidentiality**
- 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Technical Agencies who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Technical Agency of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the IFAD's antifraud and corruption policy.

*Note: - Above instructions are the standard RFP documents. The modifications and clarifications are mentioned in the datasheets for submitting the proposals. The agencies need to refer to the datasheets for submitting the proposals.*

## **Section 2: Instructions to Technical Agencies - Data Sheet**

- Minimum number of assigned area to be allocated per Technical Agency in a region: **one** (This is the minimum number of Assigned Areas for a TA and could be increased as per project requirement)

Paragra ph Referen ce	Description
<b>1.1</b>	<p><b>Name of the Client:</b> Uttarakhand Watershed Development Unit (UWDU) Watershed Management Directorate, Indira Nagar Forest Colony, Dehradun, Uttarakhand- 248001</p> <p><b>Method of selection: Fixed Budget Selection Method (FBS)</b></p>
1.2	<p>Submit Technical Proposal : Yes Financial Proposal to Submitted together with the Technical Proposal: <b>NO</b></p> <p>Name of the assignment is: <b>Engagement of Technical Agencies for facilitating implementation of activities for Watershed Development, livelihood improvement and up-scaling – ILSP (Participatory Watershed Development )</b></p>
<b>1.3</b>	<p><b>A pre-proposal conference will be held: Yes,</b></p> <p>The pre proposal conference will be held on 4<sup>th</sup> November, 2016. In the pre proposal conference the project will explain about the project activities and how to prepare and submit the proposal for the assignment.</p> <p>The Client’s representative is: The Project Director, Integrated Livelihood Support Project (ILSP), Watershed Management Directorate, Indira Nagar Forest Colony, Dehradun, Uttarakhand- 248001</p>
1.4	<p>The Client will provide the following inputs and facilities:</p> <p><b>Details about the Project Concept and Roles and Responsibilities of Technical Agencies.</b></p> <p><b>Any other specific and reasonable requirements from participants.</b></p> <p><b>Technical Agency shall submit only one proposal. Each selected Technical Agency will be allocated at least one assigned area in a district. Additional areas may also be allocated as per project needs.</b></p> <p><b>Proposals must remain valid for 90 days after the submission date</b></p>



1.6.1	Association with other Organizations/ Agencies or using other Organizations/ Agencies as sub-agencies to participate in this RFP is <b>NOT Allowed</b>
2.1	Clarifications may be requested not later than <b>10 days</b> before the submission date. The letter seeking clarifications will have to reach the address given below not later than 14 days before the submission date: -  The address for requesting clarifications is:  Project Director, Integrated Livelihood Support Project (ILSP), Watershed Management Directorate, Indira Nagar Forest Colony, Dehradun, Uttarakhand- 248001, email- <a href="mailto:pdilsp-wmd.uk@gov.in">pdilsp-wmd.uk@gov.in</a>
3.1	<b>Proposals shall be submitted in the following language:</b> English
3.3(a)	<b>Technical Agencies to submit the proposal alone without any association(s).</b>
3.3(b)	The budget fixed for establishing a required office infrastructure including human resource team for one assigned areas is provided in the Terms of reference. The budget has three components. (i) Capital costs for Equipments for establishing office to be provided by the Client; (ii) Recurrent Costs to be reimbursed by the client to the Technical Agency; and (iii) Overheads payable by the Client to the Technical Agency.
3.4	The format of the Technical Proposal to be submitted is in STP to be submitted Separately for each assigned area
	TECH 2A required
3.4 (a-f)	Amounts payable by the Client to the Technical Agencies under the contract to be subject to local taxation: <b>Yes</b> .  (a) Reimburse the Technical Agency for any such taxes paid by the Technical Agency: <b>NO</b> <b><u>(In case the Technical Agency is a registered service tax payer, the service tax can be added to the invoice of the Technical Agency and will be paid by the client)</u></b> (b) Pay such taxes on behalf of the Technical Agency by deducting from their service bills: <b>Yes except where the Technical Agency provides tax exemption certificate.</b>
4.3	Technical Agencies must submit the Original and 2 copies of the Technical Proposal in a sealed envelope. The original proposal should have signature in original. Scanned signature will be not accepted. The envelope to be superscribed with "TECHNICAL PROPOSAL FOR ----- (ASSIGNED AREA)"

	No Financial Proposal is needed as it is a Fixed Budget Selection (FBS) (The interested agency confirms/concurs to execute the assignment within the budget specified in the RFP, if selected for the award.)
4.5	The Proposal submission address is:  Project Director, Integrated Livelihood Support Project (ILSP), Watershed Management Directorate, Indira Nagar Forest Colony, Dehradun, Uttarakhand- 248001  Proposals must be submitted no later than the following date and time: on or before <b>21<sup>st</sup> November, 2016 by 2.00 PM. The Technical proposals will be opened at above address on 21<sup>st</sup> November, 2016 at 3.00 PM.</b>
5.2 (a)	<b>Process of Technical Agencies Selection</b>  <u>Step 1:</u>  a) Invitation request to agencies for submitting their proposals for working as Technical Agencies. b) Scrutiny of all proposals received to verify whether the applications are completed. c) Shortlisting for the evaluation of Technical proposals based on the assessment of the Pre-Technical Proposal (Basic eligibility criteria).  <u>Step 2:</u> <b>The short listed Technical Proposals (from step 1) will be evaluated by an Evaluation Committee nominated by the project as per below criteria.</b>

S.No	Technical Evaluation Criteria <sup>#</sup>	Max points	Points awarded
1	<b>Specific Experience of the Technical Agency</b>  Poverty reduction through livelihood improvement and up scaling experience of assignments undertaken in last 5 years involving following tasks benefiting rural poor:  i) Institutionalized marketing of rural produce (farm and non-farm) with or without processing. Volume marketed, turnover, profits, coverage etc.	10	

	<p>to be covered <b>(Assessment Points: upto 3 points)</b></p> <p>ii) Creation of infrastructure for market linkage e.g. Collection Centers, market outlets, rural haats, cool chambers, etc. <b>(Assessment Points: upto 4 point)</b></p> <p>iii) Creation of infrastructure for community based soil and water conservation and Watershed Management e.g. water tanks, check dams, rain water harvesting tanks etc. <b>(Assessment Points: 1 point)</b></p> <p>iv) Number of CBOs sustaining independently <b>(Assessment Points: upto2 points)</b></p>		
<b>2</b>	<p><b><u>Key Personnel</u></b> Detailed CV of key staff available with the agency to work as:</p> <p>i) TA Coordinator: <b>(Assessment Points: upto 8 points)</b></p> <p>ii) Agribusiness/Marketing Specialists: <b>(Assessment Points: upto 6 points)</b></p> <p>iii) Agri/ Horti Specialist: <b>(Assessment points: upto 6 points)</b></p> <p>iv) Livestock Specialist: <b>(Assessment points: upto 4 points)</b></p> <p>v) Livelihood Coordinators (Two): <b>(Assessment points: upto 12 points (6 each)</b></p> <p>vi) M&amp;E Assistant: <b>(Assessment points: upto 4 points</b> <b>(Depending on length and quality of experience as per the detailed CV)</b></p>	40	
<b>3</b>	<p><b><u>Methodology</u></b> Technical Approach and Methodology in sync with the project objectives and scope of work described in the TOR.</p> <p>i) Formation of producer/farmer groups <b>(Assessment Points: up to 3 points)</b></p> <p>ii) Formation of cooperative and cluster organisations–<b>(Assessment Points: up to 3 points)</b></p> <p>iii) Agribusiness planning – <b>(Assessment Points: upto 4 points)</b></p> <p>iv) Assistance to rural entrepreneurs in getting access</p>	40	

	<p>to finance – <b>(Assessment Points: upto 4 points)</b></p> <p>v) Rural enterprise development and promotion <b>(Assessment Points: upto 4 points)</b></p> <p>vi) Types of BDS provided to rural enterprises <b>(Assessment Points: upto 4 points)</b></p> <p>vii) Market linkages provided to rural entrepreneurs for specific commodities – <b>(Assessment Points: upto 4 points)</b></p> <p>viii) Innovations proposed for improving mountain rural livelihoods– <b>(Assessment Points: upto 4 points)</b></p> <p>ix) Implementation delivery achieved in the proposed value chains <b>(Assessment Points: upto 6 points)</b></p> <p>x) PME for Water and Watershed Management Committees <b>(Assessment Points: upto 4 points)</b></p>		
<b>4</b>	<p><b>Transfer of Knowledge</b></p> <p>Has developed a system of:</p> <p>(i) Continuously monitoring performance of CBOs*, market and enterprises through MIS; <b>(Assessment Points: upto 2 points)</b></p> <p>(ii) Developed a rating system for CBOs and enterprises <b>(Assessment Points: upto 2 points)</b></p> <p>(iii) Documenting the experience of CBOs emerging and enterprise growth for wider dissemination <b>(Assessment Points: upto 2 points)</b></p> <p>(iv) Dissemination of learning knowledge to the community <b>(Assessment Points: upto 4 points)</b></p>	<b>10</b>	
	<b>Total</b>	<b>100</b>	

\*CBOs- SHGs/ JLG/ Producer Groups (PGs)/FIGs/Federations/ Livelihood Collectives, Coopertives etc.

(Minimum Qualifying Score<sup>#</sup>: 75% of Technical Evaluation and above)

# UWDU reserves the right to increase or decrease the minimum qualifying score limits.

<p>Step 3: The scores obtained by Technical Agencies (shortlisted against prequalification (Basic eligibility criteria) will be tabulated.</p> <p>Step 4: Based on the Technical evaluation rankings the selected agencies will be invited for negotiations to discuss about the allocation of blocks.</p>	
<b>6.2</b>	<p>Expected date and address for contract negotiations: <b>16<sup>th</sup> Jan. 2017</b></p> <p>Project Director, Integrated Livelihood Support Project (ILSP),</p>

	<p>Watershed Management Directorate, Indira Nagar Forest Colony, Dehradun, Uttarakhand- 248001</p>
	<p>The UWDU (WMD) shall publish in its web-site the final results of the selection of TAs.</p>
<p><b>7.2</b></p>	<p>Expected date for commencement of consulting at <i>allotted/preferred assigned area 1<sup>st</sup> Feb, 2017</i></p>
<p><b>7.3</b></p>	<p>The Evaluation Committee may also institute a Committee for Pre-approval Inspection of facts and figures/ statements provided by the TA which may be carried out prior to entering into the contract as felt necessary by the client. Pre-approval Inspection will ascertain the capacity, systems and processes for</p> <ul style="list-style-type: none"> <li>(i) Community Institutions formation and PME</li> <li>(ii) Agribusiness planning</li> <li>(iii) Assistance to rural entrepreneurs in getting access to finance</li> <li>(iv) Rural enterprise development and promotion</li> <li>(v) Types of BDS provided to rural enterprises</li> <li>(vi) Market linkages provided to rural entrepreneurs for specific commodities</li> <li>(vii) MIS being used to monitor and evaluate the performance of above activities</li> </ul> <p>Based on the recommendations of the Pre-approval Inspection Committee assignment to the TAs will be awarded.</p>

**FORMAT**

**FOR**

**3- PRE-TECHNICAL AND TECHNICAL PROPOSAL**

**LETTER FOR SUBMITTING THE PROPOSAL**

[Location, Date]

Project Director,  
Integrated Livelihood Support Project (ILSP),  
Watershed Management Directorate,  
Indira Nagar Forest Colony,  
Dehradun, Uttarakhand- 248001

Dear Sir/Madam:

We, the undersigned, offer to provide services for **ILSP** in accordance with your Request for Proposal dated [Insert Date]. We are hereby expressing our interest to work with UWDU for ILSP and submitting our Proposal in a sealed envelope, which includes Pre-Technical Proposal for basic eligibility and Technical Proposal for technical assessment.

We hereby confirm to execute the assignment within the budget specified in the RFP.

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and is subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

We are interested in implementing the ILSP in the project blocks in order of our preferences as given in our detailed proposal. However, we are open to work in any project assigned areas assigned to us by the project management.

We understand any disagreement to take up the allotted assigned area will lead to non consideration of our application for award of the assignment.

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

We remain,

Yours sincerely,

Signature [In full]: \_\_\_\_\_

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

Name of TECHNICAL AGENCY: \_\_\_\_\_

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

### Section 3: Standard Forms

#### A: Pre-Technical Proposal (Basic Proposal for minimum eligibility)

##### **1. General Particulars of Agency**

Name of the Agency	
Registered Address	
Phone No:	
Email id:	
Name of the Contact Person for this RFP	
Phone no. of the Contact Person for this RFP	
Email id of the Contact person for this RFP	
Office/ Branch offices, if any, in Uttarakhand (give complete address)	
Office/ Branch in Other States if any ( give complete address)	

##### **2. Particulars of Agency**

Date of establishment of the Agency	
Registration No. (attach copy)	
Registration Authority/Act	
Validity of Registration	
Service Tax Registration No. & Validity(attach copy)	
Provident Fund Registration No.	
Empanelment with other Govt./ Govt. under takings	
Type of the Agency (Please tick the appropriate)	
- Society	
- Trust	
- Company	
- Cooperative Society	
- Others (mention detail)	
List of Directors / Members in the Governing Body ( provide name and contact numbers)	
Number of full time qualified staff	
Number of other staff who are semi qualified/unqualified	
PAN No.	
TIN No.	



ITR ( please attach last three assessment years Income Tax Return receipt)	

### 3. Financial Particulars of the Agency\*

Financial Year	Turnover from Professional Services	Turnover from other Activities	Total Turnover	Income tax return filed ( yes/ no)*
2013-14				
2014-15				
2015-16				

### Audited Balance Sheet\*

Financial Year	Audit of Balance sheet(yes/ no)	Remarks
2013-14		
2014-15		
<b>2015-16</b>		

\*Attach self-attested copies of Balance Sheets for the last three years.

Also mention separately the average of last three years fixed assets and average annual receipts of last three years.

Enclose proof / self-certificates mentioning the regular submission of Audited balance sheet to the regulatory authorities and regular submission of income tax returns indicating the acknowledgment number and dates for last three FYs.

### 4. Details of regular staff

Name	Position	Engaged since (year)	Qualification

5. Experience of the technical agency in implementing project funded by Multilateral/ Bilateral agency, Government or reputed agencies: for facilitating rural livelihoods improvement and up-scaling in past five years:

**A. In Mountain Area**

SNo	Name of Project#	Donor Agency	Duration of the assignment (MM/YY)		Amount of Agreement entered	Geographical area of implementation (district, state)	No of HH covered
			From	To			

**B. Other Than Mountain Area**

S. No	Name of Project	Donor Agency	Duration of the assignment (MM/YY)		Amount of Agreement entered	Geographical area of implementation (district, state)	No of HH covered
			From	To			

**6. Experience in CBO Mobilization/Promotion**

**(A) SHG/PG/JLG (Primary level community institutions)**

S.NO	Name of Programme	CBOs mobilized (no.)	Credit linkages (no.)

**(B) Cooperatives/Federations<sup>@</sup>(Secondary level community institutions)**

Name of the Cooperative/ Federation	Location( Assigned Areas/Di strict)	Year of establishment& contact person and contact no.	Activities being taken	Number of community members involved	Business turn over (FY 2012- 13, 13-14,14- 15)*
1	2	3	4	5	6

@ Please add case studies, success stories or any other qualitative information related to federations separately.

\* Submit federation's balance sheets showing business turnover of atleast Rs.5 Lakh as documentary proof

Turnover: "Turnover of Sales" means the aggregate amount for which goods & services are sold or supplied or distributed or provided by a federation for cash or deferred payment or other valuable consideration;

8. Has the agency been blacklisted by any government or any other donor/ partner organisation in the past? (YES/ NO)

## **B: Technical Proposal**

*[Comments in brackets [ ] provide guidance to the shortlisted Technical Agencies for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]*

- TECH-1    Technical Agency's Organization and Experience
  - A    Technical Agency's Organization
  - B    Technical Agency's Experience
  
- TECH-2    Comments or Suggestions on the Terms of Reference
  
- TECH-3    Description of the Approach and Methodology for Performing the Assignment
  
- TECH-4    Team Composition and Task Assignments
  
- TECH-5    Curriculum Vitae (CV) for Proposed Technical Agency Coordinator

## FORM TECH-1

### TECHNICAL AGENCY'S ORGANIZATION AND EXPERIENCE

#### 1A - Technical Agency's Organizational details

*[Provide here a brief (five pages) description of the background and organization of your Technical Agency and each associate if any for this assignment covering the points indicated below. Please provide documentary evidence wherever possible to substantiate your statements. The applicant agency should carefully study the Evaluation parameters and provide information and documents to substantiate those parameters.]*

1. **Background of the organization**
2. **Management structure**
3. **Details of staff:**[Provide a list containing names, gender, age, designation, qualification, total number of years of experience and number of years of experience in the organization of all key professional staff.]
4. **Infrastructure Availability:**[Provide details of main office. Branches/sub-offices, training centres, computers, etc.]
5. **Experience:**[Provide concise details of coverage of the organization in terms of Districts, Blocks and Gram Panchayats with types of activities being implemented and the target group.]
6. **Watershed Management through Water and Watershed Management Committees.**
7. **Income generating Activities:**[Provide details of income generating activities promoted by the organization with methodology used for mobilising and financing beneficiaries, sub-sectors supported and number of households supported.]
8. **Integrated production and marketing support:**[Provide details of integrated production and marketing / value chain related activities implemented by the organization including value chains promoted, methodology used, support provided, area coverage and number of households promoted, volumes, turnover, profits etc.]
9. **Creation of infrastructure for market linkage** e.g. Collection Centers, market outlets, rural haats, cool chambers, etc.
10. **Transfer of knowledge:** Give information about the MIS and related knowledge management being practiced within the agency covering the following points.
  - a) Continuously monitoring performance of CBOs\*, market and enterprises through MIS;
  - b) Developed a rating system for CBOs and enterprises;

- c) Documenting the experience of CBOs emerging and enterprise growth for wider dissemination
- d) Dissemination of learning knowledge to the community

11. **Published Documents:** [Provide copies of the key documents published that disseminate knowledge regarding Livelihood Promotion/ Market generation in rural context]

### 1B - Technical Agency's Experience

[Using the format below, provide information on each assignment for which your agency was legally contracted for implementing projects related to SHG mobilization, Integrated Production and Marketing Support/Value Chain Development and Enterprise development similar to the ones requested under this assignment during the last five years. Use not more than 5 pages. The bidders are required to carefully study the Evaluation parameters and provide information and documents to substantiate those parameters.]

Project name:	Approx. value of the contract (in INR):
Country:  Location:	Name of Client:
Address:	Start date (month/year):  Completion date (month/year):
Duration of Project (months):	Total No. of staff-months of the assignment:
Approx. value of the services provided by your firm under the contract (in INR):	No. of professional staff-months provided by associated agencies:
Name of associated agencies, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader)
<p>Narrative description of two projects elaborating upon poverty reduction through Watershed Management livelihood improvement and up scaling involving following tasks benefiting rural poor</p> <ul style="list-style-type: none"> <li>i) Institutionalized marketing of rural produce (farm and non-farm) with or without processing. Volume marketed turnover, profits, coverage etc. to be specified.</li> <li>ii) Creation of infrastructure for market linkage e.g. Collection Centers, market outlets, rural haats, cool chambers, etc.</li> <li>iii) Creation of infrastructure for community based soil and water conservation and Watershed Management e.g. water tanks, check dams, rain water harvesting tanks etc.</li> </ul> <p><i>Copies of grant agreements and its annexures should be enclosed. Copies of project reviews by external agencies (if any) may kindly be provided</i></p>	
Description of actual services provided by your staff within the assignment:	
Achievements:	
<b>M&amp;E and Knowledge Management</b>	

Describe if the agency has developed the systems of :

- (i) Continuously monitoring performance of CBOs, market and enterprises through MIS
- (ii) Developed a rating system for CBOs and enterprises
- (iii) Documented the experience of CBOs emerging and enterprise growth for wider dissemination
- (iv) Dessimination of learning knowledge to the community
- (v) Number of CBOs sustaining after the withdrawal of support (*enclose list with contact details. Only the registered CBOs to be listed*)

Technical Agency/Institution/Agency's Name: \_\_\_\_\_

### **FORM TECH-2 (OPTIONAL)**

#### **COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE**

The applicant agency may submit their comments and suggestions on the Terms of Reference (enclosed with this RFP document) in bullet points (not more than one page).



### FORM TECH-3

#### DESCRIPTION OF APPROACH AND METHODOLOGY FOR PERFORMING THE ASSIGNMENT

*[Technical approach and methodology are key components of the Technical Proposal. You are suggested to present your Technical Proposal (10 pages, inclusive of charts and diagrams) divided into the following two chapters:*

**Technical Approach and Methodology:** In this part please specify the approach and methodology you may like to apply for materialising the activities of the project.

**Preferred Assigned Area:** In this part, please give your preference for the assignment area given in the Matrix below. The Technical Agency is required to specify the district/assigned area in order of its preference to work. One agency can give proposal/ preference for one or more than one district.

Choice of ILSP assigned area in order of preference\*.(All the assigned Area listed below need to be filled in order of preference. Please give your preference from 1)

S.No.	District	Preference ( 1-4 )
1		
2		
3		

**Note:** The client will allocate the assigned area based on the evaluation of technical proposals and the agency not willing to take up the assigned area allotted by the client, will not be considered for award of assignment.

**Additional assigned areas may be assigned to the TAs based on project need and the mutual consent.**

**Proposed Technical Approach and Methodology** [In this section you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected results. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. The methodology should be developed for the first preferred block based on the identified prominent value chains around the project objectives and role of TA as detailed in the TOR and should cover the following headings. A minimum of three proposed methodology documents (one for each value chain) in a assigned areas is to be prepared and submitted for the preferred blocks (3 pages per value chain).]

- i) Formation and strengthening of producer groups, livelihood collectives/ cooperatives.
- ii) Agribusiness planning

- iii) Assistance to entrepreneurs in getting access to finance
- iv) Watershed Management
- v) Participatory Monitoring Evaluation (PME)
- vi) Enterprise development and promotion
- vii) Types of BDS proposed for enterprises
- viii) Market linkages proposed for entrepreneurs for specific commodities
- ix) Innovations proposed for improving livelihoods
- x) Community Stake Mobilisation (community contribution)
- xi) Sustainability and exit strategy

Please also draw the gantt chart to implement your proposed methodology indicating the timelines.

The agency should also describe separately the past outcomes delivered in the proposed value chain (*if any*).

**FORM TECH-4**

<b>Proposed Team Composition and Task Assignment</b>		
<b>SNo.</b>	<b>Name</b>	<b>Position/ Task Assignment</b>
1		Technical Agency Coordinator
2		Agriculture/Horticulture Officer
3		Livestock Officer
4		Agribusiness Officer
5		Accountant
6		Assistant Accountant
7		Livelihood Coordinator
8		Livelihood facilitator
9		M&E Assistant

**FORM TECH-5**

**CURRICULUM VITAE (CV) FOR PROFESSIONAL STAFF  
(Coordinator, Agribusiness/Marketing/Technical Specialists, Livelihood Coordinator,  
Junior Engineer) (MAXIMUM 2 PAGES EACH)**

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: \_\_\_\_\_
2. **Name of Technical Agency** [*Insert name of Technical Agency proposing the staff*]: \_\_\_\_\_  
\_\_\_\_\_
3. **Name of Staff** [*Insert full name*]: \_\_\_\_\_
4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment along with the self attested copies of the documents*]: \_\_\_\_\_  
\_\_\_\_\_
6. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: \_\_\_\_\_
7. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: [English/ Hindi/ Local language of Uttarakhand] \_\_\_\_\_
8. **Employment Record** [*Starting with present position, list in reverse order every employment held by the staff member since completion of academic training, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:  
From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_  
Positions held: \_\_\_\_\_  
Tasks performed: \_\_\_\_\_

**9. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_  
[Signature of staff member or authorized representative of the staff]      Date: \_\_\_\_\_  
Full name of authorized representative: \_\_\_\_\_

**Checklist for submitting the technical proposal and supporting documents**  
Please complete the below checklist before submitting the bid proposal. The checklist is prepared for the aid of the bidder so that the technical proposal and the documentation are included as per the requirement and to avoid inadvertent omissions/commissions which may render the proposal not responsive and possible rejection by the client.

Sl. No.	Description	Documents required	Check whether attached as per requirement
1.	Letter for submitting technical proposal	To be signed in original. No scanned signature accepted	
2.	If the technical proposal is signed by other than Head of the NGO	Letter of authorisation from the Head of the organisation to the person signing the letter for technical proposal	
3	Basic Proposal for minimum eligibility( <i>Section 3 – standard format</i> )	Duly filled pre-technical proposal ( <i>Basic Proposal for minimum eligibility</i> )	
4	Legal status of the organisation ( <i>Section 3 – standard format para 2</i> )	Valid registration certificate of the applicant agency	
5	Particulars of Agency ( <i>Section 3 – standard format para 2</i> )	List of Directors / Members in the Governing Body with name and contact numbers	
6	Financial Particulars( <i>Section 3 – standard format para 3.</i> )	Copy of last three years' ITR and Balance Sheets of the applicant agency	
7	Experience on implementing livelihood project ( <i>Section 3 – standard format para 5 A &amp; B</i> ).	Copies of agreements/ work orders of assignments and its annexures taken up by the agency indicated in the experience for facilitating rural livelihoods improvement and up-scaling in last five years	
8	Experience in CBO Mobilization/Promotion ( <i>Section 3 – standard format para 6 A, B.</i> )	A list of Primary Level Institutions (SHGs/ PGs) to be enclosed along with the name, date of establishment and project under which these are formed	
9		Copies of registration certificate of the concerned federation/ cooperative.	
10		Balance sheets, income and expenditure, receipt and	

		payment statements of federations showing business turnover of atleast Rs.5 Lakh	
11	Self-Certification	A self-certification on the agency been not blacklisted by any government or any other donor/ partner organisation in the past.	
12	Applicant's organizational details (Form Tech 1 A).	Details about key staff, experience, income generating activities, market infrastructure etc. as per form tech 1.	
13	Applicant's organizational details (Form Tech 1 B).	Copies of project documents related to experience indicated on livelihood and project completion reports as per form Tech 1B - Technical Agency's Experience	
14	Description of approach and methodology (Form Tech-3)	Document on three proposed methodology ( <i>one for each value chain</i> ) for the preferred blocks ( <i>3 pages per value chain</i> ) as per parameters/ headings mentioned in the Form Tech-3.	
15	Proposed Team (Form Tech-4)	Proposed Team Composition and Task Assignment as per Form Tech 4.	
16	Details about proposed professional staff(Form Tech-5)	Copies of curriculum vitae (CV) of proposed professional staff as per the template indicated in the Form Tech-5 duly signed by the proposed professional staff.	
17	<i>All proposal documents and its annexures should be suitably labeled, numbered and duly signed by the authorized signatory of the applicant agency.</i>		
<i>Copy of any other relevant document required in support of the information/ data provided by the applicant agency in the proposal.</i>			

## **Section 4: Terms of Reference(ToR)**

### **A. ABOUT THE PROJECT**

#### **I. Introduction**

##### **1 Background**

The Uttarakhand Watershed Development Unit (UWDU) through Govt. of Uttarakhand has received a credit from IFAD (International Fund for Agriculture Development) for implementation of Integrated Livelihoods Support Project, (ILSP). The UWDU is PIA for Project Component -2: Participatory Watershed Development. The project development objective (PDO) is: The overall objective (goal) of ILSP will be to reduce poverty in hill districts of Uttarakhand. This would be achieved via the more immediate development objective of “enable rural households to take up sustainable livelihood opportunities integrated with the wider economy”.

Under Component-2 of the Project a total of 22 Micro-watersheds (MWS) covering an area of about 70,200 ha in three clusters in the districts of Pauri, Champawat and Nainital will be developed. These MWS include about 362 Revenue Villages spread over 7 Development Blocks (partially covered), with a population of about 20,000 households. These watersheds have been shortlisted as they have been identified as priority MWS in the State Perspective and Strategic Plan for Watershed Development.

**Location:** Uttarakhand is a hill state in the north-west of India, covering 54,483 sq km with a population of about 8.5 million (2001 census). Nine of its 13 districts are classed as hill districts, covering 77% of the area of the state, but with only 44% of the population. Livelihoods are still predominantly rural, but most economic and population growth has also been in the plains, which are becoming industrialised.

**Rationale:** The justification for ILSP is the need to stop the deterioration of the productive infrastructure, make farm labour more productive and farming more remunerative, and hence provide incentives for people to invest their time and resources in agriculture. Despite the disadvantages that agriculture faces in the hill areas, Uttarakhand does have

the advantage of cooler temperatures at higher altitudes, allowing production of off-season vegetables and temperate fruits. The horticultural sector is less developed than in the other hill states, so there is considerable potential for growth, as there is in other niche products such as spices, medicinal and aromatic plants, and nuts.

Another area with growth potential is tourism. However more needs to be done to ensure that local people fully participate in, and benefit from, this sector.

**The strategy behind ILSP** will be to adopt a two pronged approach to building livelihoods in hill districts. The first of these is to support and develop the food production systems which remain the main means of support for most households. This involves improving technologies for production of traditional food crops and livestock, and developing supporting services for input supply and marketing of any surpluses. To make food production more secure the project will also contribute to watershed development to conserve water and soil resources. ILSP will also support the production of fodder and other non-timber forest products in community forest areas (Van Panchayats).

The second main thrust of the project is to generate cash incomes via the introduction and expansion of cash crops. These would be grown on a significant scale for markets outside of the state. There is already significant production of off-season vegetables, such as potatoes, tomatoes and peas, and some fruit. This can be expanded through improved technologies and the development of new production areas, with returns to farmers improved via better marketing and by value addition. ILSP will also support non-farm livelihoods, especially community involvement in rural tourism. Many people migrate to jobs outside of the hill areas, and ILSP will support vocational training to help people obtain more remunerative employment.

**An eligible agency for submitting the proposal is one which has -**

- i) Facilitated the implementation of atleast 2 projects on Watershed Management and livelihood improvement & upscaling in the last five years.
- ii) Have done professional work in the field of Watershed Management and livelihood improvement & upscaling with an annual average of INR 25 lakh in last three years.



- iii) Experience in formation and promotion of atleast 100 JLGs/SHGs/Producer Groups/FIGs (Primary level community institutions).
- iv) Experience in promotion of atleast 2 Registered Federations/Cooperatives (Secondary level community institution) with an annual turnover of atleast INR 5 Lakh each.
- v) Having regular staff of at least 10 Persons.
- vi) Experience of facilitating implementation of atleast two projects in the mountain areas on Watershed Management and livelihood improvement, preferably in Uttarakhand.
- vii) The agency should be registered under the relevant Acts.

#### **VARIOUS COMPONENTS OF ILSP**

**Component 1: Food security and livelihood enhancement**

**Component 2: Participatory Watershed Development**

**Component 3: Livelihood financing**

**Component 4: Project coordination and monitoring:**

#### **COMPONENT -2 PARTICIPATORY WATERSHED DEVELOPMENTS:**

To implement component-2 Watershed Management Directorate (WMD) will use processes that have been established through a series of watershed development projects in the state, but with an increased focus on food security, livelihoods and market linkages. It will protect and improve the productive potential of the natural resources in selected watersheds, alongside the promotion of sustainable agriculture with formation of PGs and LCs, and with improved access to markets. The component would cover a total of 22 micro-watershed (MWS) covering an area of about 70194 ha in 3 clusters in 3 districts (Pauri, Champawat and Nainital), with a population of 103321.

Sub-components and activities to be implemented under Component-2 are as follows:

**(a) Participatory Watershed Management:** The involvement of stakeholders at grass root level is a vital element of watershed management. NGOs/TAs will be hired for social awareness and participatory planning for smooth running of project. Watershed Development activities will be implemented on the basis of a budget allocation provided at the GP level calculated based on watershed area and total population. Within this allocation the communities will have to prioritize, implement, operate and maintain watershed and other priority investments of the village. The various activities will be Soil

and Moisture Conservation Measures, water harvesting structures, plantations, pasture development, livestock support and encourage use of alternate energy sources.

**(b) Food Security & Scaling Up:** Producer Groups (PG) would be formed to introduce, promote and disseminate improved technologies and farming practices. Technical agency will be hired to support the project subcomponent by forming PGs, VPGs & LC and providing them technical support of agribusiness development, financial support, new agriculture technologies, value chain development.

**(C) Access to Market:** Under this sub-component, the project will: (i) identify the market potential for the agricultural produce; (ii) develop collection centres and good storage facilities; (iii) create centres for value addition of the raw produce; and (iv) identify market linkages, develop market information and logistic services. The private sector (NGOs and private firms) will be encouraged to play a major role in supporting agribusiness development.

To up-scale production, develop markets for high value crops, and to leverage producers' access to production and marketing services, the project would support farmers to organise their PG and VPG into Livelihood Collectives (LCs). The project would provide input support to LCs. For financial support, PG/LC would be linked with banks and other financial institutions.

**(d) Monitoring & Evaluation and Knowledge Management:**

- I. Capacity Building of Watershed Committees, CBOs and all level of stakeholders.
- II. Information, Education and Communication: targeted messages to increase general awareness about the project, terms of participation and transparency.
- III. Project Management, Coordination, Monitoring and Evaluation.

**IMPLEMENTATION APPROACH**

The Watershed Management Department will be responsible for implementation of this component. WMD would establish a society to implement the project. WMD has an established track record in implementing participatory watershed management projects. The implementation would be based on joint relationship among three entities: (i) village communities and GPs; (ii) WMD; and (iii) NGOs and other service providers. All these three stakeholders will fulfil their respective roles and responsibilities for the project to be successful. Specifically the roles of each entity are:

**Village Community and GP:** Will plan and implement the project

**WMD:** Provide overall coordination and assist the village communities and GPs

**NGOs:** Carry out social mobilization, may provide technical assistance and undertake project implementation and other activities as agreed to with GPs and WMD

## **COORDINATION**

The Rural Development Department (RDD) will be the nodal agency at the state level. A Central Project Coordination Unit (CPCU) will be within the RDD. A state level Project Steering Committee (PSC) would be chaired by the Chief Secretary, GOUK. The PSC will establish a Project Management Committee (PMC) chaired by the Secretary of RDD and co-chaired by the Secretary of Watershed Management.

## **MONITORING ARRANGEMENTS IN THE PROJECT**

The monitoring systems will generate management information systems (MIS) and provide the government and IFAD with evidence of results and impact against log frame indicators (and also for IFAD's RIMS system). This will involve activity/output, process, outcome and impact monitoring.

- ❖ **Internal Monitoring:** By the WMD staff, through MIS/GIS and Annual outcome surveys.
- ❖ **External Monitoring:** Baseline Survey, mid-term review and final impact evaluation.
- ❖ **Social Audit:** Participatory Monitoring and Evaluation (PM&E) at GP level by the Stakeholders.
- ❖ **Environmental and Social Safeguard Monitoring:** Integrated with the development and implementation of the GP/MWS plans.
- ❖ **Evidence based monitoring:** Short studies and consultancies on various aspects of the project by engaging external consultants and organizations.

## **FINANCIAL MANAGEMENT**

It will be on the lines of current IFAD funded projects in India.

## **TOTAL PROJECT COST FOR THE COMPONENT- 2**

The total project cost of Participatory Watershed Management Sub- Project is estimated to be INR 286.94 crores. The Project will be financed by an IFAD loan of INR 211.81 crores (73.82%), a contribution of State Govt. of INR 55.97crores (19.51%), and INR 19.16 crores

(6.67%) from beneficiaries. Significant additional funds will flow to members of project groups though convergence with other government programmes.

**PROJECT PERIOD:** The overall project duration is now 7 years (ending 31<sup>st</sup> March 2019) and the project cycle in each GP will be of 5 years in following three phases.

- The preparatory phase
- The Implementation Phase
- The Withdrawal Phase

#### **Convergence:**

The National Rural Livelihoods Mission (NRLM) is being implemented in project areas and will undertake formation and support to SHGs. ILSP will provide complementary support for enhancing livelihoods of SHG members, many of whom will also join PGs. Producers supported by ILSP will be expected to receive support from other government programmes and from formal financial institutions.

#### **Targeting strategy**

Targeting will have a saturation approach, with all interested households within project areas participating. Better off families have more resources available and have a greater capacity to take risks. Poorer households may take up a new activity once they have seen it working on the land of the richer farmer. It is also important to include as many households as possible in order to scale up production to generate a sufficient volume for marketing purposes. One of the barriers to market entry faced by hill producers is that the small volumes of produce that they offer are too small to be of interest to the major buyers in large city markets. However efforts will be made to ensure that women and also poor and disadvantaged households participate in project activities. Different or additional assistance being provided to the poorest and most disadvantaged via Vulnerable Producer Groups. **At least 20% of project resources should go to SC and ST households, with VPGs giving maximum coverage to SC and ST households.** Care to be take while implementation to avoid duplication of similar support by different agencies to one beneficiary.

**Gender:** The flow of benefits directly to women would be ensured by having at least 50% of female membership in producer groups. The TA would also ensure that women

participate actively in management of Livelihood Collectives. The project would promote livelihood activities that specifically address the needs of women – such as by improving access to fodder and fuel, and easing the manual work involved in crop production.

## **B. ROLE OF THE TA**

### **Project period**

**The services of TA shall be on annual basis about for a period of about two years with annual extension on the satisfactory performance as per project norms during the period.**

### **Participatory Watershed Management**

- TA would provide social Intermediation Services between the community and project team
- As part of MDT , the TA would give inputs in planning process (viz. Formation of various village level/GP level committees and Groups, preparation of RVC proposals, GPWDP), implementation phase (implementation of works by different user groups) and consolidation phase (sustainability of project interventions through appropriate O&M arrangements)
- Process Documentation and Reports Generation.

### **Food Security Enhancement Support and Livelihood Up-scaling Support**

- The TA will be responsible for undertaking all activities related to livelihood support and implementation of project activities through the mobilized Producer Groups (PGs), Vulnerable Producer Groups (VPGs) and Livelihood Collectives (LCs) under the overall direction of the Divisional Project Offices of WMD

### **Household coverage and area of operation**

The UWDU, ILSP is engaging Technical Agencies one in each of the seven blocks of the project districts of Component -2 to implement activities at the field level. The TAs will initiate project activities in the following project areas.

**Table-1**

Sl. No.	Name of the District	Name. of Development Blocks	No. of MWS	Micro watershed area (ha.)	No. of GPs	No. of Villages	No. of HH#	Livelihood Collectives coverage #
1	Pauri	Pabau, Ekeshwar	5	16470	48	101	4867	21643
2	Champawat	Pati, Champawat, Barakot	4	21011	55	126	5833	30277
3	Nainital	Betalghat, Ramgarh	13	32713	84	151	10401	51401
	<b>Total</b>	<b>7</b>	<b>22</b>	<b>70194</b>	<b>187</b>	<b>378</b>	<b>21101</b>	<b>103321</b>

# the numbers are indicative and may be amended as per project requirement

The TA will work in close coordination with the Deputy Project Director, and community institutions in the assigned area.

Given the reduced period available for project implementation, and possible lack of interest of farmers in subsistence food production for food security, it has been decided to focus efforts from the start on marketable crops/products with supportive investments in food security. This is in place of the earlier two-stage strategy of food security improvement followed by marketable crop development.

Table -2 gives the details of No. of Gram Panchayats as per the proposed assignment areas equivalent to Blocks which are 7 in number.

**Table-2**

<b>Project Area Distribution According to GPs</b>					
Division	Block	Unit	MWS	Gram Panchayat	Assigned Area *
Pauri	Pabo	Kuttigad	Kuttigad	24	Area-1
		Kaligad	Kaligad		
		Bidoligad		24	Area-2
	Ekeswar	Pingad	Talgad		
	Pingad				
<b>Total</b>	<b>2</b>	<b>3</b>	<b>5</b>	<b>48</b>	
Champawat	Champawat	Champawat	Dhamisaun	28	Area-3
			Quiralariver		
	Pati	Pati	Runigad	27	Area-4
	Barakot	Barakot	Kotkigad		
<b>Total</b>	<b>3</b>	<b>3</b>	<b>4</b>	<b>55</b>	

Nainital	Betalghat	simalkhan	Basgaoan	25	Area-5	
			Simrar			
			Dhona			
			Ghatgad			
	Halsokorar			Dabarwari	30	Area-6
				Kaluagad		
				Katmi/korar		
				Korar		
				Kota		
				Ropa		
Talla Ramgarh	Talla Ramgarh		Manarsa	29	Area-7	
			Ramgarh			
<b>Total</b>	<b>2</b>	<b>3</b>	<b>13</b>	<b>84</b>		
	<b>7</b>	<b>9</b>	<b>22</b>	<b>187</b>		

\* Assignment Area are given in the table above.

### C. TASKS TO BE CARRIED OUT BY TECHNICAL AGENCY

The TA would undertake the following tasks

#### (a) Participatory Watershed Management

##### Social Intermediation Services

1. Help in social mobilization, rapport building, awareness generation and gender analysis.
2. Ensure participation of women in programmes and management of project activities.
3. Facilitate the local level institutions in developing and adoption of byelaws, initiating programmes and interventions.
4. Act as resource persons in their respective area of specialization.
5. Awareness generation regarding ESMF and facilitate the communities in the integration of ESMF in all project interventions.
6. Prepare and implement a capacity building action plan to enable the UGs,RVCs,WWMCs and other CBOs to function effectively.
7. The TA will take up for discussions with the community and local institutions, formed in the project villages, important social and environmental issues relevant in the area e.g. sustainability of NRM, soil and water conservation, stall feeding of animals, health,

- education, harmful effects of pesticides, alcoholism, sanitation, IGAs, equity, social cohesion, gender issues, social auditing, social fencing, forest fires etc.
8. To supervise record keeping, book-keeping, management of group fund, collection of contributions, compliance to the byelaws and GPWDP.
  9. Assist in organizing field visits, field tours, on the job training for village level functionaries e.g. accounts and exposure visits as and when required. Ensure sharing of training/ learning/ exposure visit outcomes with the community.
  10. The TA will play an important role in the conduction of Participatory M&E (PME). As part of PME the TA will be responsible for following deliverables
    - Development of Hand Book and action plan on the PME process which will include details on stakeholders, indicators, methods, tools and training plan.
    - An annual report summarizing the findings from PME, subsequent decisions and actions taken and general lessons learned. The report should also track the progress with respect to achievement of indicators over the given years.
  11. Ensure conduction of periodic self assessment by local institutions.
  12. Assessment of the WWMC and GPs functioning as regards transparency viz. in work, fund allocation, selection of beneficiaries.

**(b) Food Security Enhancement Support and Livelihood Up-scaling**

**(i) Support PG/VPG formation and strengthening:**

- Carry out awareness raising campaigns to explain project modalities and livelihood options to project communities as emerged from livelihood study conducted by the project.
- Identify poor (BPL) households with focus on SC, ST, OBC and disadvantaged households for inclusion under the project.
- Organise formation of Producer Groups (PGs) and Vulnerable Producer Groups (VPGs) for specific livelihoods as emerged from the livelihood study. Aggregate the PG/VPG as Livelihood Collectives (LCs)



- Ensure participation of women and disadvantaged households in PGs, VPGs and Livelihood Collectives (LCs) as per project norm. At least 50% of the PGs will be women only groups
- Assist PG/VPG in drawing up of Food Security Investment Plans (FSIP) and other related plans for submission for project funding. FSIP should be based on situational analysis and proposed livelihood activities to be undertaken by PGs/VPGs.
- Assist PGs and VPGs in implementation of FSIP including procurement of inputs, fund/accounts management and technical advice from line departments/technical agencies and bankers/financial institutions for financial linkages.
- Provide PG/VPGs with technical advice and extension services for agriculture, horticulture and livestock, and link them to government line agencies and other sources of technical information and support.
- Provide training to members of PGs/VPGs according to a training plan agreed with project and provide feedback on the outcomes of this training.
- Assist PG/VPGs in getting access to natural resources, including agreements with Van Panchayats for land to grow fodder crops.

**(II) LC formation and strengthening:**

- Organise formation of LCs into self reliant cooperatives/producer companies etc as per requirement of identified enterprises.
- Assist LCs in drawing up of Agribusiness Upscaling Plans (AUP) and submission for project funding
- Assist LCs in implementation of AUP including procurement, technical advice, and marketing, maintenance of accounts, business planning and institutional management. Promote enterprise and entrepreneurship
- Act as resources persons to assist LCs and their members to make applications to other agencies and to banks for grants and loans.
- Provide training to members of LCs according to a training plan agreed with UWDU and provide feedback on the outcomes of this training.

- Provide groups with technical advice and extension services for agriculture, horticulture and livestock, and link them to government line agencies and other sources of technical information and support.

### **(III) Cluster Approach**

- (a) Establish a cluster level office which will eventually become the office of the Livelihood Collective owned by the PGs and VPGs.
- (b) Engage 4-5 Livelihood Facilitators to support about 125 PGs and VPGs of the cluster.
- (c) Know your clients (KYC) format would be captured at individual/ HH and LC level.
- (d) Resource mapping of the assigned assigned areas which includes natural resources, government assets/ buildings, processing facilities (individual/ group/ federation/ Government/ institution), skills, CRPs etc.
- (e) Need appraisal and benchmarking of the assigned assigned areas which includes conducting village level assessment of prominent value chains, possible interventions on production, value addition etc. based on the available skills, resources, need and willingness of the target community.
- (f) For each cluster the TA would draw up a Cluster Livelihood Action Plan (CLAP) would include the following:
  - Identification of two or three priority marketable crops or other products for development with support from ILSP via a value chain identification study. However the TA should review these finding and hold discussions with farmers and other local stakeholders to confirm that the selected crops/products are acceptable to local people and have potential for significant improvement and development.
  - Draw up Livelihood Improvement Plans (LIP) for Producer Groups (PG) and VPG). The LIP would set out the objectives and actions that the members of the PG / VPG will carry out in order to adopt, upgrade, and scale up production of the selected marketable crops/products and the expected results in terms of increased production, improved quality and better prices. Groups may also, if they wish, make other investments in the production of traditional crops to

improve their food security. The LIP would also identify the support and resources that the group requires to implement these plans.

- Draw up Agribusiness Up-scaling Plans (AUP) involving the formation of Livelihood Collectives (LC) with the objective of implementing agri-business activities (that would support LIPs in terms of providing inputs, production services and market linkages) along with irrigation and water conservation activities. Each LC would be composed of a number of PG and VPG.
  - Convergence with government schemes to provide support for LIP and AUP.
  - Financial linkages with banks and financial institutions to provide funds for LIP and AUP
  - Self monitoring and governance plans of VPG/PG/LC
- (g) To implement the CLAP, the TA will mobilize the PGs and VPGs each with average membership of 8-10 HHs. These new groups will require handholding support in formulating LIP. The TA will assist groups in implementing these plans, including channelling of project support and capacity building.
- (h) Once PGs and VPGs have been formed and activities have started, the TA will then plan how to bring them together as members of a Livelihood Collective as part of the Livelihood Up-scaling Plan. The LC will provide common services for input supply, aggregation of production, marketing and value addition. The LC will gradually take over from the TA cluster office as the first line of support for PG and VPGs.
- (i) To form and strengthen LCs, the TA will assist LC leaders in drawing up a business plan and provide capacity building and other project-funded support for implementation of this plan. There will also be a plan for infrastructure development (water, market linkage) for each LC.
- (j) Based on the CLAPs, a assigned areas or District Livelihood Action Plan (DLAP) would be drawn up. This would identify priority sectors and set out strategies for development, along with opportunities for convergence and financial support. The finalization of cluster wise value chains to be worked upon would be done in close coordination with DPD office and other stake holders.

- (k) The plan would also include preparation of exit strategy and capacity building of the community institutions to manage the same, so as to ensure that the development achieved with the ILSP project activities is sustainable. This would cover the methodology for handing over of responsibilities towards the completion of the assignment to the existing and new community institutions.
- (l) An Annual Work Plan and Budget would be prepared based on this DLAP, project scope and learning.
- (m) Value chain-wise proposals corresponding to AWPB and DLAP would be prepared and will be approved by UWDU. These would be the aggregation of cluster wise VC proposals and would have details on expected community contribution, convergence requirements, credit demand with time line and identified responsibilities.
- (n) To implement value chain development as part of AUP and CLAP, linkages will be made with private sector companies and other specialised service providers. Monitor and report on project activities and outputs, and participate in assessment of results and other project knowledge sharing and lesson learning activities.

**(IV) Support innovation linkages and vocational training:**

- Facilitate coordination and linkages between project groups and project research partners.
- Facilitate in identification of youth of the project area for enrolling them under Vocational training programs of the project.

**(V) Monitoring**

- The TA will play an important role in the conduction of Participatory M&E (PME). As part of PME the TA will be responsible for following deliverables
- Development of Hand Book and action plan on the PME process which will include details on stakeholders, indicators, methods, tools and training plan.
- An annual report summarizing the findings from PME, subsequent decisions and actions taken and general lessons learned. The report should also track the progress with respect to achievement of indicators over the given years.
- Ensure conduction of periodic self assessment by local institutions.

- Assessment of the WWMC and GPs functioning as regards transparency viz. in work, fund allocation, selection of beneficiaries.
- Monitor performance of PG, VPG and LCs including carrying out regular participatory M&E at either the household or group level following project guidelines for such monitoring. In conjunction with WMD implement a grading system for the institutional health of the PG/VPG/LC.
- Assist the project M&E unit in carrying out sample surveys by providing lists of households and data on poverty and assisting in locating the household in the village.
- Monitor implementation and outcomes of activities carried by the PG/VPG/LC through the process of participatory monitoring & report to the DPD.

#### **D. Detailed description of specific tasks**

##### **1. Support to Producer Groups (PGs) and Livelihood Collectives (LCs)**

Farmers in the hills of Uttarakhand have limited access to the larger market network for their products. To address the existing constraints and to leverage their access to production and marketing services, the contracted TA will support farmers and other producers to organize into PGs at the village level, according to interest of producer and needs of the sub-sector and to organize the PGs into LC for facilitating AUP, marketing and other services. The contracted TA will also help such groups and group members to properly plan their production and marketing of crops. The TA will also provide technical assistance and necessary management guidance to the LC formed and existing federations. Generally, these LCs/ federations would be registered under Self Reliant Cooperative Act, 2003. They would get support of the partner agencies for building their institutional capacity, record keeping and business planning. In technical matters they would have to be supported by the contracted TA in all respects.

##### **2. Dissemination of improved practices in identified sub-sectors**

The TA will identify and extend to the farmers and other PG and VPG members, new and commercially viable technologies; through a planned extension system and an integrated package of services for the specific sector of intervention. This will include introduction and dissemination of improved technology and practices for Agriculture, Horticulture and

Animal Husbandry. Introduction of OSV (off- season vegetables) and high value crops would be emphasized. New varieties of OSV, fruit crops, spices, medicinal and aromatic plants etc. will be introduced based on agro-climatic factors, demand and assured market. Related training in application of new technologies and improving productivity of crops by compact area demonstration of new economically viable crops will also form part of the tasks to be performed by the TA. Methodology and approach of livelihood opportunities in the non-farm sectors would also be a part of dissemination. Specific resource consultants and sub partnerships with technical institutions will be within them and concern of the TA.

The TA would identify and develop the holistic business plans with defined package of practices for the selected value chains keeping in view an inclusive approach. These plans will be explained to the community so that the most appropriate business plans could be adopted by the community.

The TA will also facilitate technical training and innovative practices to the vulnerable groups and individuals for livelihood enhancement and for improving post-harvest handling, providing supply chain management, logistical support and establishing market linkages.

The TA will work closely with farmers/ producers groups and their associations in developing the product specific value chains to enhance incomes. The agency will be providing technical post-harvest handling support, help arrange logistical support for farm produce marketing and identify the needs and type of collection and marketing infrastructure.

It will help establish partnerships with input suppliers, market operators and agro-processing companies. It will help establish norms and systems for quality control, market information systems, statutory fulfilments and opportunities for new products, packaging, and market related requirements. Identification of potential niche market opportunities for products developed as a result of project interventions and exploration and establishment of linkages with private sector entrepreneurs who could help in exploiting the market potential will also form an integral part of the tasks to be performed.

The objective of the project is also to transfer to farmers the capacities of linking to markets to sustainably increase incomes. Thus the agency will not only undertake the above activities, but also focus on developing individual and group capacities to undertake them independently after the project. TA would clearly specify its exit policy and the methodology in its district level Livelihood Action Plan.

Inter TA knowledge exchange: TA will ensure to exchange learning made with other stakeholders for up-scaling of value chains.

Project interventions may be with farmers or further up the value-chain, as necessary. Partnerships or collaboration with public or private agencies can be developed as necessary.

The cash contributions towards costs from individual producers or groups that get collected at PG/ VPG/ LC level would be monitored and reported by the respective..Where contributions are in-kind (such as labour and/or inputs), the TA will monitor these and report on the amount contributed by producers.

### **3. Overall technical, business development/ marketing support, training and capacity building**

The TA will provide overall technical support to the producers/ farmers and their institutions in the project villages and the project as a whole on agribusiness related issues. It will work in close cooperation with the project management unit and the state level organizations, line departments, universities etc.

Identification of regulatory issues related to specific enterprises, products and ensuring compliance of the statutory requirement at all levels.

The project will also encourage and may partly support the innovative ideas and proposals by the TA based on local needs catering to rural livelihood improvement of the targeted communities.

The project may consider additional assignments for the TA as per the project requirement.

To demonstrate immediate outcomes with the community, existing businesses at cluster level would be identified and promoted. A collaborative business model would be facilitated and gradually handed over to community. It is expected that the community

institutions would generate income by taking up certain trading activities. However such trading enterprises need to have a good chance of becoming profitable and sustainable, and not merely crowd out.

#### **4. Guidance and Support to LCs for infrastructure development**

Assist LCs in the new blocks of ILSP in the assigned areas to draw up proposals for irrigation, soil and water conservation, and other infrastructure like collection centres, rope ways, access paths etc. with funding from the Project.

Monitor implementation of this infrastructure development, and assist the LCs and federations in establishing systems of user charges and plans for operation and maintenance.

#### **5. Pro-poor market development**

Use the findings of the livelihood survey to be conducted by project to focus on the viable economic opportunities for enterprise development among project communities.

Facilitate initiatives to improve market access for project groups, including support for market studies and value chain development, and development of infrastructure for market access.

More specifically, it would involve following tasks:

- i) Undertake value chain analysis of products/commodities identified during the livelihood assessment to identify gaps for production/marketing interventions which would result in higher incomes and livelihood opportunities for the project community. The finalization of cluster wise value chains would be done in close coordination with the district team.
- ii) Study successful marketing initiatives, such as collective marketing of agriculture produce under ULIPH, and prepare strategies for replication.
- iii) Develop marketing infrastructure such as collection centres, river crossing trolleys, etc.
- iv) Facilitate value addition facilities and technologies as for the identified value chains.
- v) Register LCs and federations as commission agents if required to facilitate better marketing of hill products.



- vi) Facilitate linkages with markets within and outside the state to reduce number of intermediaries.
- vii) Develop backward linkages to enhance with technical service providers for capacity building, appropriate technologies, finance, input sourcing etc.
- viii) Advance planning and facilitation of the participation of PGs/ VPGs/ SHGs/ LCs/ Federations in local, state and national level fairs
- ix) Collaborative participation in the DLCMC and BLCMC with district management units.
- x) Harmonisation with the project initiatives on e-marketing, direct marketing, information dissemination and other innovations.

## **6. Management of Watershed Activities**

- i. Ensure participation of women in programmes and management of project activities.
- ii. Awareness generation regarding ESMF and facilitate the communities in the integration of ESMF in all project interventions.
- iii. Prepare and implement a capacity building action plan to enable the UGs,RVCs,WWMCs and other CBOs to function effectively.
- iv. The TA will take up for discussions with the community and local institutions, formed in the project villages, important social and environmental issues relevant in the area e.g. sustainability of NRM, soil and water conservation, stall feeding of animals, health, education, harmful effects of pesticides, alcoholism, sanitation, IGAs, equity, social cohesion, gender issues, social auditing, social fencing, forest fires etc.
- v. Assist in organizing field visits, field tours, on the job training for village level.

## **7. Participatory Monitoring and Evaluation (PME)**

The TA will play an important role in the conduction of Participatory M&E (PME). As part of PME the FNGO will be responsible for following deliverables.

- Development of Hand Book and action plan on the PME process which will include details on stakeholders, indicators, methods, tools and training plan.
- An annual report summarizing the findings from PME, subsequent decisions and actions taken and general lessons learned. The report should also track the progress with respect to achievement of indicators over the given years.

## **E. Project management**

- Agree annual work programme with Project Director ILSP, and provide monthly, half yearly and annual reports as per project requirements
- Facilitate compliance with project guidelines, including financial management, human resources and reporting
- Participate in implementation of a project communications strategy, including notice boards, posters, leaflets, press briefings, and displays at local fairs and other events.
- Attend project management and coordination meetings as required by project management.
- Comply with the provisions made by government under the Right to Information for activities implemented under ILSP.
- Build sustainability of project groups and enterprises taken up by them, and implement an agreed project exit strategy.

### **Results:**

As per the project requirements, following results are to be achieved at the end of the assignment:

- a) New high value crop, horticulture and livestock technologies are adopted by more than 70 % of the Producer Groups (PGs).
- b) Appropriate practices for grading, storage & processing and market linkages have been adopted by about 70% of the farmers of the PGs, to increase (by at least 20%) the value realized of their produce .
- c) Value-chains in selected sub-sectors have been developed in a sustainable manner to sustainably increase incomes (by at least 15%) through value chains interventions in project areas.
- d) Linkage of over 70% livelihood collectives (LCs) to the market.
- e) 70% enterprises are operational within three years after they receive support.

### **Project period**

The services of the TA shall be on annual basis approximately for a period of maximum two years with yearly extension on the satisfactory performance as per project norms.

## Consolidation and Sustainability

1. The TA will assist in the consolidation of the village level institutions-WWMC,RVC, VPGs, PGs, UGs and other CBOs into cluster federations (LCs) within their program areas.
2. Explore and implement (where feasible) VPGs and PGs to cover the uncovered groups.
3. Develop and implement mechanisms to strengthen the local institutions formed under the project. This will include the following:
  - Facilitate the Preparation/strengthening of by-laws by CBOs detailing aspects related to membership, power and functions
  - Assist the VPGs and PGs in conducting self-assessment and drawing- up of forward action plans.
  - Assist in establishing linkages with UPASAC for Livelihood Financing under Component-3 of the Project.
  - Assist in establishing linkages with external agencies, banks, departments and private sector entities.
  - Ensure linkages to enable input supplies and output marketing for IGA products.

### D. Indicative staff to be deployed by TA

The contracted TA is expected to deploy the following staff for the ILSP Project activities in their designated assigned area. The number of staff shown in the table below is only indicative, and would vary from district to district, and depend on the expected number of village clusters households to be covered, expected focal value chains and proposed areas of intervention (such as production or marketing). The cluster-level staff (Livelihood Coordinator, Accounts Assistant and Livelihood Facilitators) would be involved in the assigned areas.

	<b>Position</b>	<b>Role</b>
1	TA Coordinator	Leader of the TA team
2	Agribusiness Officer	Flexible: specialisations will depend on priority sub-sectors and areas of intervention.
3	Agriculture/ Horticulture Officer	
4	Livestock Officer	
5	M&E Assistant	

6	Accountant	One per TA
7	Livelihood Coordinator*	Two per TA
8	Accounts Assistant*	Two per TA
9	Livelihood Facilitator*	One per 25 to 30 PG/VPG

## Job Description and Experience and Performance Indicators for Key Personnel

	Position Qualification and Experience	Core Job Functions	Performance Measurement Indicators
1	<p><b>TA Coordinator</b></p> <p>Masters in agriculture/ sociology/ rural development and minimum five years' experience in working of externally aided projects as team leader at cluster/block/ district level.</p>	<ul style="list-style-type: none"> <li>• Overall management and accountable for project implementation</li> <li>• Planning of FSIP/AUP/CB/Other as required by project</li> <li>• Liaise with govt. departments at Block/Dist., DMU/other stakeholders</li> <li>• Hold progress meeting with TA staff and ILSP</li> <li>• Preparation of Monthly, Quarterly, Half-yearly and Annually project reports as per the defined dates</li> <li>• Contribute to Knowledge management (case studies, studies/surveys/Innovation etc.)</li> <li>• Support Vocational Training partners in the mobilisation of youth and create awareness among the communities</li> <li>• Presentation to DPD and others on project progress</li> <li>• Monitoring and Evaluation of Project Activities in the block in close coordination with other block level officials.</li> <li>• Any other important tasks identified from time to time</li> </ul>	<ol style="list-style-type: none"> <li>1. On time planning of FSIP/AUP and other to allow adequate time for implementation</li> <li>2. Convergences with government departments are working</li> <li>3. 100% reports meet the defined periodicity and comply with quality</li> <li>4. 100% engagement of team members in the planning and operations</li> <li>5. . &gt;98% <u>satisfaction</u> among DPD and UWDU and 98% beneficiaries, gained from interventions.</li> </ol>
2	<p><b>Agribusiness Officer</b></p> <p>Graduate in agriculture/economics/ business administration/ marketing and a minimum three years'</p>	<ul style="list-style-type: none"> <li>• Act as a resource person in their respective area of specialization.</li> <li>• Prepare business plan with participation of PGs/VPGs/LC and community.</li> <li>• Consolidation and finalisation of Business Plan in consultation with Agro –horticulture and Livestock</li> </ul>	<ol style="list-style-type: none"> <li>1. On time planning of FSIP/AUP and other to allow adequate time for implementation</li> <li>2. &gt;95 % of 'Business Plans' are yielding growth among</li> </ol>

	<p>experience in business planning and support for the farm and non-farm sectors in rural areas.</p>	<p>officer of TA</p> <ul style="list-style-type: none"> <li>• Organise formation of LCs into self reliant cooperatives/ producer companies etc. and assist LCs in drawing and implementation of Agri-business Up-scaling Plans. (AUP).</li> <li>• Identify and develop the holistic business plans with defined packages of practices for the selected value chains keeping in view and inclusive approach.</li> <li>• Facilitate training and innovative practices to the PGs/LCs for improving post harvest handling, providing supply chain management, logistic support and establishing market linkages.</li> <li>• Will help establish partnerships with input suppliers, market operators and agro processing companies.</li> <li>• Extensive field connectivity with members of PGs/VPGs/LC and others participating through common facility program.</li> </ul>	<p>the PGs/VPGs</p> <ol style="list-style-type: none"> <li>3. &gt;60% of the producers are benefiting from the market channels</li> <li>4. Linkages with UPASaC and FFIs are working</li> <li>5. &gt;80% of time spent in nurturing PGs/VPGs/LCs/Community</li> <li>6. &gt;98% <u>satisfaction</u> among DPD and UWDU and 98% beneficiaries, gained from interventions</li> </ol>
<p><b>3</b></p>	<p><b>Agriculture/ Horticultural Officer</b></p> <p>Graduate in Agriculture OR Graduate in Horticulture and minimum four years' experience in planning and implementation of development programmes.</p>	<ul style="list-style-type: none"> <li>• Act as a resource person in their respective area of specialization.</li> <li>• Collection of comprehensive data relating to land, water resources for irrigation, crops, yield etc.</li> <li>• Design and develop hills suited technical interventions relating to on-farm</li> <li>• Development of Para-professionals.</li> <li>• Convergence with specialised departments such as KVKs, Agro/Horti/Forest/MAP.</li> <li>• Provide PGs/VPGS/LCs with technical advice and extension services for agriculture /horticulture and link them to govt line agencies and other sources of technical information and support.</li> <li>• Provide training to members of PGs/VPGs/LCs according to a training plan agreed with UWDU</li> </ul>	<ol style="list-style-type: none"> <li>1. Comprehensive (360 degree) data with analysis available and put to use in the project activities</li> <li>2. &gt;95% of para vets are proactively engaged and beneficiaries using their services</li> <li>3. &gt;90% of beneficiaries are applying the best practices</li> <li>4. Linkages with KVK and various agro/ horti departments are working</li> <li>5. &gt;90% of time spent in nurturing PGs / VPGs /LCs/Community participation in common</li> </ol>

		<p>and provide feedback on the outcomes of this training.</p> <ul style="list-style-type: none"> <li>• Act as a resource person to assist LCs and their members to make applications to other agencies and to bank for grants and loans.</li> <li>• Extensive field visits.</li> <li>• Preparation of best practices for knowledge dissemination and up-scaling.</li> </ul>	<p>facilities</p> <p>6. . &gt;98% <u>satisfaction</u> among DPD and UWDU and 98% beneficiaries, gained from interventions.</p>
4	<p><b>Livestock Officer</b></p> <p>Graduate in Veterinary Sciences/ Animal Husbandry/ Dairy Sciences and minimum four years' experience in planning and implementation of development programmes.</p>	<ul style="list-style-type: none"> <li>• Act as a resource person in their respective area of specialization.</li> <li>• Collection of comprehensive data relating to milch animal, small &amp; big livestock, fodder sources, milk chilling centres, milk bi-products etc.</li> <li>• Design and develop hills suited technical interventions relating to dairy and livestock</li> <li>• Development of Para-vets as entrepreneur.</li> <li>• Convergence with specialised departments such as dairy, animal husbandry, fodder production and preservation, commercial outfits for market viability.</li> <li>• Sub-sector identification, analysis and validation to provide technical support for implantation.</li> <li>• Solicit community participation in sub-sector selection to ensure need based intervention.</li> <li>• Extensive field visits.</li> <li>• Preparation of best practices for knowledge dissemination and up-scaling.</li> <li>• Provide PGs/VPGS/LCs with technical advice and extension services for agriculture /horticulture and link them to govt line agencies and other sources of technical information and support.</li> <li>• Provide training to members of PGs/VPGs/LCs according to a training plan agreed with UWDU and provide feedback on the outcomes of this training.</li> </ul>	<p>1. Comprehensive (360 degree) data with analysis available and put to use in the project activities</p> <p>2. &gt;95% of para vets are proactively engaged and beneficiaries using their services</p> <p>3. &gt;90% of beneficiaries are applying the best practices</p> <p>4. Linkages with various departments are working</p> <p>5. &gt;90% of time spent in nurturing PGs /VPGs/LC engage in livestock VCs</p> <p>6. &gt;98% <u>satisfaction</u> among DPD and UWDU and 98% beneficiaries, gained from interventions.</p>

5	<p><b>Accountant</b></p> <p>B-Com with minimum three years experience in accounts keeping and having practical experience of one year in Tally accounting software.</p>	<ul style="list-style-type: none"> <li>• Maintenance of books and records</li> <li>• Cash and petty cash handling</li> <li>• Routine account entries</li> <li>• Preparation of monthly financial reports</li> <li>• Preparation of monthly physical reports</li> <li>• Statuary compliances</li> <li>• Support to periodic audits</li> <li>• Support for audit of PGs/LCs</li> <li>• Assets inventory and Management</li> <li>• Support to LCs and PGs and VPGs in streamlining their books of accounts and time to time guidance required by these institutions</li> <li>• Build capacities of LCs and PGs/VPGs in the area of accounting by regular mentoring and support</li> <li>• Guide LCs and PGs/VPGs in getting them linked with banks for savings and well as credit</li> <li>• Any other important tasks identified from time to time</li> </ul>	<ol style="list-style-type: none"> <li>1.100% compliance in all financial transactions as per F &amp; A rules</li> <li>2.100% compliance of statutory &amp; internal audits</li> <li>3.Zero error and on time financial reports to management &amp;stakeholders</li> <li>4.100% on time cash and bank transactions</li> <li>5.100% compliance and transparency in records keeping &amp; support in statutory and internal audits</li> <li>6.All payments processed for civil works on the basis of duly verified measurement book (MB)</li> </ol>
6	<p><b>Livelihood Coordinator</b></p> <p>Master in Sociology/ Social Work/ Rural Development and minimum three years' experience in working of externally aided projects as team leader at cluster/block level.</p>	<ul style="list-style-type: none"> <li>• Act as a resource person in their respective area of specialization.</li> <li>• Overall preparation and implementation of FSIP/AUP</li> <li>• Developing the complete structure, processes and procedure of the mobilisation and function of PGs/VPGs/LCs</li> <li>• Consolidation of information generated at the village level in the Division. Document and submit monthly report. Help in updating of training reports and inventorying of training and extension material</li> <li>• Assist in organizing training, review workshops, field visits and exposure/ study/field tours as and when required at sub-watershed level &amp; micro-watershed level with the assistance of facilitator and MDT members and documentation of events / preparation of reports.</li> <li>• Assist in Participatory Monitoring</li> </ul>	<ol style="list-style-type: none"> <li>1. FSIP/AUP are dynamic programs with &gt;90 % participation of PGs/VPGs/LC</li> <li>2. Convergences with various departments are working</li> <li>3. Linkages with FFIs are established and evident in the form of CCL, TA, debt instruments as per AWPB projections</li> <li>4. On time and error free reporting and documentation including updating MIS</li> <li>5. 100% support to TA team, DPD, UWDU</li> <li>6. &gt;90% time spent in the field with beneficiaries,</li> </ol>

	<p>and Evaluation.</p> <ul style="list-style-type: none"> <li>• Participate in awareness building programme at GP level and village level. Prepare follow-up action plan as regards Divisional Community Mobilization Action Plan.</li> <li>• Assist Facilitators in planning, implementation and capacity building of community/ local institutions/ village motivators through village level training and review workshop. Participate in the sharing of training experience and insights.</li> <li>• To visit the project villages at least 15 days in a month to ascertain performance of grass root level workers viz. Facilitators and Motivators. Provide the facilitators and village motivators necessary help and guidance in carrying out their task efficiently.</li> <li>• Consolidation of community groups viz. organizing PGs/VPGs into federations/ clusters.</li> <li>• Document the effect of project interventions in their area and to suggest any improvement in the activity/programmes being conducted.</li> <li>• To ascertain the field training need of the community through the Facilitators and Motivators and convey the above to the TA/DPD.</li> <li>• To attend the meetings of RVC, WWMC, PGs/VPGS and LCs help their office bearers in proper upkeep of records.</li> <li>• Link PGs/VPGs for credit mobilization</li> <li>• Information dissemination to the lower levels as regards new development</li> <li>• Environmental and Social Compliance in project interventions</li> <li>• Conduct village level trainings and workshops for the dissemination of ESMF.</li> </ul>	<p>departments and agencies</p> <p>7. Atleast 3 round PME in each GP</p>
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7	<p><b>Accounts Assistant</b></p> <p>Intermediate with minimum 55% marks in Commerce /Maths or B.Com with a minimum of two years' experience in accounts, preferably in development programmes and community organizations.</p>	<ul style="list-style-type: none"> <li>• Support to accountant in all works</li> <li>• Report writing and MIS updating</li> <li>• Routine documentation</li> <li>• Assist livelihood facilitator and coordinator in preparation of procurement documentation</li> <li>• Any other important tasks identified from time to time</li> </ul>	<ol style="list-style-type: none"> <li>1. All accounting transactions are update as defined timelines</li> <li>2. 100% compliance in report writing and MIS updating</li> <li>3. 100% support to TA team</li> </ol>
8	<p><b>Livelihood Facilitator</b></p> <p>Intermediate with minimum two years experience in working with Community Based Organizations.</p>	<ul style="list-style-type: none"> <li>• The facilitators would provide proper and effective guidance and has to work in close cooperation with the village motivators.</li> <li>• Promote and encourage community for effective participation in project activities. Ensure the maximum participation of women in the meetings/activities of WWMC/RVC/ PGs/ VPGs /UGs/LCs. The facilitator along with the motivator will apprise the rural women about government sponsored education, health and family welfare programmes. They will have to participate in awareness building programme at GP level and village level. Mobilize community and disseminate information regulating participatory approach, objectives, implementation mechanism and ESMF.</li> <li>• To remain well versed with the works being carried out under the project.</li> <li>• Introduce the concept of groups activity, mobilize the vulnerable section of the society to form PGs &amp; VPGs, assist them in saving and credit related activities and developing/ adoption of bye laws. The facilitator along with the village motivator will participate in the meetings of PGs, VPGs/ UGs/LCs, verify the amount</li> </ul>	<ol style="list-style-type: none"> <li>1. Comprehensive (360 degree) data with analysis available and put to use in the project activities</li> <li>2. All work plans prepared and updated as per time lines</li> <li>3. Linkages with PRIs</li> <li>4. On time and error free reporting and documentation including updating MIS</li> <li>5. 100% support to TA team, DMU, PMU</li> <li>6. &gt;98% <u>satisfaction</u> among DMU and PMU and 98% beneficiaries, gained from interventions.</li> <li>7. Atleast 3 round of PME in each GP.</li> </ol>

		<p>deposited in their account and revolving fund. Facilitate in obtaining regular contribution to the above accounts. Mobilize the VPG for income generating activities and assist in developing Livelihood Improvement Plans (LIPs) for vulnerable groups.</p> <ul style="list-style-type: none"> <li>• Help, instruct and guide the RVC, PGs, VPGs, UGs and other CBOs in keeping their book and record up to date.</li> <li>• To keep updated information regarding meetings of GPs, RVC, VPGs, PGs, UGs, LCs and devise ways and means for their regularity.</li> <li>• To assess the impact of project activities in their concerning village and keep updated records of the result due to project interventions. Facilitator has to compile the report at unit level. In case of any doubts has to clarify and verify it at village level with the help of village In charge.</li> <li>• To make aware the community especially vulnerable groups as regards government/ NGOs sponsored Welfare and Development programme. Encourage village motivators for a establishing linkages of rural women with such activity/ programme.</li> <li>• Follow-up on village plans and identify methods to strengthen communities capability for sustainable resource management.</li> <li>• Conduct SWOT/ Grading, Assessment of PGs, VPGs and LCs.</li> </ul>	
9	<p><b>Monitoring and Evaluation Assistant:</b></p> <p>Graduate preferably in Economics/ Statistics with at least two years experience in livelihood development projects</p>	<p>Assist and monitor field staff in data compilation and evaluate the result and the outcomes.</p>	<ol style="list-style-type: none"> <li>1. On time data compilation report submission</li> <li>2. Evaluation of field data intime and submission of outcome results</li> </ol>

Note: The staff appointed for the project should be on full time basis and should be below 50 years of age. In case of replacement of any staff appointed for the project, prior consent from the project to be taken in writing before appointment.

### **Staff training and orientation**

The TA agency will be responsible for ensuring that its staff have adequate training to carry out their tasks within the TA team. However the DPD will provide staff with orientation training to explain project objectives, strategy and approaches, and familiarise them with operating procedures. From time to time the PMU may arrange additional training and workshops for TA staff.

### **Monitoring & Evaluation**

A field office would be setup by the TA in the area of operation, with sub-offices at cluster level. The TA is expected to pay adequate attention to periodic concurrent monitoring and evaluation of activities and outputs, send regular reports to DPD and UWDU as per project requirements. This would enable the TA to achieve the target properly. IFAD as well as PSC and PMC would be keenly monitoring on the project progress periodically.

### **E. Terms of Contract**

Broad Terms of contract will be as under:

#### **Budget Allocation and Resources to be provided by UWDU**

- The assignment is essentially for a facilitation role and hence the budget for the assignment will be restricted to the direct costs. The budget will therefore include direct operating and human resource costs, specific technology introduction and demonstration costs, and market promotion expenses related to project work. The TA will have to establish its own office with infrastructure, transport, communication system, training of its staff, etc. Office automation and office accommodation facilities will not be provided by the project and the agency will have to hire its own staff and establish its own accommodation at district/assigned areas and cluster levels. However, the project will provide the TA with capital and operational cost and overheads to cover these costs as per project norms.

- All other costs that arise for promotion of agribusiness such as input supply will be directly provided by the project to the Producer Groups. The cost of building of collection centres and market infrastructure will be directly borne by the project; and cost of working capital and related costs directly paid to farmers' groups and associations. These costs will be mutually agreed upon between the TA and the project through an annual action plan prepared and submitted in advance by the TA and approved by the Regional Project Director.
- **Each assigned area will have a HH coverage of about 2500 to 3000. If the number of additional HH coverage is more than 10% more of the target band, the client would provide proportionately additional resources as found necessary for that coverage. If the coverage by the agency is less than 10% less than the target band, the client would deduct proportionate amount as found necessary for that coverage.**
- The client will provide a fixed cost towards the capital costs indicated later in this TOR to procure capital equipments as indicated in the Appendices for the complete assignment, subject to the actual procurement by agencies and submission of actual bills within the indicated cost per item. The excess amount if any with the agencies after actual procurement will be adjusted against recurrent cost.
- The TA will setup its main office for this assignment at the allocated DPD office. Based on the submission of the advance payment guarantee in the form for bank guarantee, the client will provide an advance to cover three months' recurrent expenditure and technical agencies against these advance will submit monthly statement of expenditure supported with evidence of payment of salary and copies of vouchers etc.
- If the agency does not submit the monthly SOE and its supporting documents OR does not perform satisfactorily in first quarter, no further advance will be given to the agency thereafter till the performance improves upto the satisfaction of the client. In this duration, only reimbursement of recurrent cost will be made on monthly basis.

- Recurrent costs may be reviewed mutually every two years. The revision will be applicable to all the selected Technical Agency. In the event, Technical Agencies are not able to engage staff with qualifications as indicated above, UWDU and Technical Agency may agree by mutual consent to reduce the salary payable to staff with lower qualification and less experience and an addendum to the contract will be signed between the Technical Agency and UWDU
- Overhead costs: The project will provide overhead costs at the rate of 10% of the amount paid for Recurrent Costs, which will be reimbursed on a half-yearly basis.

Applicable taxes would be deducted by the client as per law. The invoices submitted will be settled within one month of receipt of claim with all relevant documents.

- **Assets, on** termination of contract by the client (due to non-performance or the agency withdraws from the project), the Technical Agency will have to reimburse the cost of all the assets (equipments and furniture) created from project funds at a depreciated cost of 30% per annum for computers and printers and at 25% per annum for other equipments and furniture. The depreciated value will be calculated for the whole completed financial years only. In the event of termination or withdrawal, any funds lying with the agency should be returned within 30 days and all data/information to be handed over to the project.

In case of completion of the assignment, the assets will be handed over to the community organization decided by the client.

- The selected agency will have to submit a **letter of Guarantee (Bank Guarantee)** from a nationalised bank.

## **2. Separate accounting & reporting**

The contracted agency will open a separate bank account for receipt and expenditure of funds for the contract. The agency will also maintain separately records for accounting and auditing of the fund allocated and used for the assignment. The agency will submit to the PMU/ DMU copies of the bank statement and expense statement on monthly basis, and an audit report on an annual basis. Monthly Accounting Reports (along with consolidation principles) will be defined by the project management. Agency would be subjected, if necessary, to audits by UWDU staff/ UWDU /IFAD/State Government appointed auditors for the project funds.

The settlement of advance will be made within the same year.

### **3. Period of the assignment**

The total period of the assignment would be for about 3 years and would be awarded on yearly basis. Annual extension will be subject to the satisfactory performance to be recommended by the Review Committee. The duration of the project may be extended or reduced as per the project requirement.

### **4. Performance Review**

The following performance review process will be applicable to the contract:

a. On the award of the contract, the agency will prepare a detailed Annual Action Plan for the first year of the contract, within one month of the award of the contract. The Annual action plan/s will specify clear performance benchmarks to be achieved after 6 months and after one year.

b. On the basis of the mutually agreed benchmarks (between the project and TA), the UWDU will review the performance of the agency on a quarterly basis (and monthly at DPD level).

c. At the end of one year of completion of the contract, a wider review committee as specified below will review the performance of the agency against mutually agreed target. On unsatisfactory completion of Annual Action plan and/or for any other reason deemed appropriate the contract may be terminated by UWDU after giving one month's notice.

d. The performance review committee will comprise of the following members:

Project Director ILSP	– Chairperson
Regional Project Director	– Member-2
Chief Finance Controller	– Member
Dy. Project Director of the concern division	– Member
Dy. Director Planning/ M&E	– Member Secretary

### **5. Reporting**

The Technical Agency will initiate its activities in the villages/cluster assigned to it soon after signing the Agreement. The Technical Agency will report to the DPD of the respective district. All reports will have to be submitted to the DPD based on the format provided by UWDU. The Technical Agency's reporting obligations are as follows:

- An Inception Report within one month of the start of the assignment covering activities undertaken to date and a Tentative Quarter-wise Plan of Action for the First Year of the assignment.
- Regular Monthly/Quarterly Reports through the period of the Agreement regarding achievements against targets specified in the Annual Action Plan. These reports will be submitted within 15 days from the end of the reporting month/quarter. The Quarterly Report will have to also contain action plan for the following month/quarter.
- Management Information System Capturing field progress information and updating the same in the project MIS on monthly basis as per project needs.
- Annual Reports at the end of each fiscal year showing progress, issues addressed, emerging issues to be addressed in the next plan, problems/constraints encountered and problems/constraints still to be resolved. It will also report on any innovative methods used to do work or work done differently; and also qualitative and quantitative reporting of short-term impacts of the project interventions on the community in their respective clusters.
- Response to RTI requests related to the implementation of activities covered in the scope of work of the agency on behalf of the project in the assigned block(s).
- Other necessary reports as mentioned and required by the project.

## **6. Relationship with UWDU**

The contracted agency will work in close association and in coordination with the project management structure of the UWDU at the district and state level. While it will be directly responsible for facilitating Watershed Management process and managing the process of producer group formation, agribusiness development and up-scaling from the farm level to the final market, it will work primarily in the project villages already identified by the project and the house holds within these villages. It may draw upon the resources generated by the main (i.e. ILSP) project such as village and cluster level plans being implemented and other community groups being mobilized by the project and other agencies. Its annual work plan should be prepared through a consultative process with district team of the UWDU to ensure coordination during implementation. The required sanctions, financial disbursements, reporting and performance review will be done by the relevant authorities at the district level and state level of UWDU

## 7. Budget Details / Line of Assistance to be provided to the Technical Agency

### A1.Fixed Budget for one Assigned Area

<b>Proposed Fix Cost after adding Additional Task of TA</b>					
<b>Technical Agency Costs-Post MTR (per TA)</b>					
		<b>Technical Agency: Salary. O&amp;M costs</b>	<b>Post MTR (Annual)</b>		
			<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
<b>A1</b>	1	TA Coordinator	12	35000	420000
	2	Agri-Business Officer	12	25000	300000
	3	Agri/Hort Officer	12	25000	300000
	4	Livestock Officer	12	20000	240000
	5	Accountant	12	20000	240000
	6	Livelihood Coordinators	24	20000	480000
	7	Livelihood Facilitators	96	13000	1248000
	8	Account/Project Assistant	24	13000	312000
	9	M&E Assistant	12	20000	240000
		<b>Total</b>			<b>3780000</b>
<b>A2</b>	9	Operating Cost	12	60000	720000
<b>A</b>		<b>Total A= A1+A2</b>			<b>4500000</b>
<b>B</b>	10	Overheads( @10% of A)	12	35000	450000
		<b>Total Service Charges TA (A1+A2+B)</b>			<b>4950000</b>

\*\* The proposed fixed cost is estimated for about 2500 to 3000 HH coverage. This cost may be revised (decreased or increased) based on the actual number of HHs in the assigned area if the number of HHs varies by more than 10% of the estimated 2500 to 3000 HH.

### A2. Capital Cost (one time)

<b>Estimated cost of office Equipment</b>				
	<b>Equipment</b>	<b>Unit cost (Rs.)</b>	<b>Quantity</b>	<b>Total cost</b>
1	Laptop	30000	4	120000
2	Desktop Computer	25000	3	75000
3	Multi functional Printer	10000	1	10000
4	Printer	5000	2	10000
5	Computer Table	5000	3	15000
6	Executive Chair	2000	1	2000
7	Computer Chair	1000	3	3000



8	Visitor Chair	800	8	6400
9	Plastic chair	450	20	9000
10	Table big size	7000	1	7000
11	Table small size	3500	6	21000
12	Photo copier Machine	50000	1	50000
13	Data Enabled mobile/ tablet	6000	15	90000
14	UPS	8000	3	24000
15	Water Purifier	2000	1	2000
	Total (Maximum)			444400

*The above cost is upper limit. However ,technical agencies may procure items as per the need of the project with minor changes in the sub head of the capital cost. The Client shall pay a 50% of the COST of equipment and furniture upon signing the contract and release the balance upon submission of the utilization certificate for at least 75% of the amount released supported by copies of bills/invoices and vouchers. However, the cost of capital equipment will be on actual basis on production of bills/ invoices subject to the maximum of the limits.*

## **8. Terms of payment**

Project may consider giving advance for 3 months at the start of the year which is required to be adjusted in the subsequent quarters on submission of statement of expenditure with bills and needed reports etc. to DMU. All advances to be settled within the financial year.

### **1. Support to the contracted agency by PS-WMD**

PS-WMD will provide key background documentation to the TA such as Project Document, Supervision Mission Reports, Progress Reports, special studies conducted by the Project and background information on the Project Area available with the PS-WMD

## **10. Arbitration**

In the event of any dispute between the contracted agency and the PS-WMD the Chief Project Director, WMD, Uttarakhand, Govt. of Uttarakhand will be the sole arbitrator and his decision will be final and binding on both parties.

**Section 5: Standard Form of Contract**  
**(for reference only)**

**Technical Agency Services**

**CONTRACT FOR TECHNICAL AGENCY SERVICES**

Between

UWDU  
and

.....

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

**Standard Form of Contract**

This CONTRACT (hereinafter called the "Contract") is made the ..... day of the .....month of Two thousand Thirteen, between, UWDU through its Project Director Shri/Smt. ....s/o / w/o .....c/o .....(hereinafter called the "Client") And, .....(hereinafter called the "Technical Agency").

WHEREAS

- (a) the Client has requested the Technical Agency to provide certain services as defined in this Contract (hereinafter called the "Services");
- (b) the Technical Agency, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) The Client is the Lead Project Agency for implementing the Integrated Livelihood Support Project (ILSP) funded jointly by a loan from the International Fund for Agriculture Development (IFAD) and financial support from GOUK. The client intends to apply a portion of the proceeds to eligible payments under this Contract. It being understood (i) that payments by IFAD will be made only at the request of the Client and upon approval by the IFAD, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan between GOI/GoUK and IFAD and (iii) that no party other than the GOI/GoUK shall derive any rights from the agreement providing for the loan or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The Appendices (TOR):
2. The mutual rights and obligations of the Client and the Technical Agency shall be as set forth in the Contract, in particular:
  - (a) The Technical Agency shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The Client shall make payments to the Technical Agency in accordance with the provisions of the Contract.

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

For and on behalf of the UGV Society

Project Director,  
*[Authorized Representative]*

For and on behalf of .....

\_\_\_\_\_  
*[Authorized Representative]*

## General Conditions of Contract

### 1. GENERAL PROVISIONS

- 1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:
- (a) "Applicable Law" means the laws and any other instruments having the force of law in India and in the state of Uttarakhand, as they may be issued and in force from time to time.
  - (b) "Fund" means the International Fund for Agricultural Development (IFAD), Rome, Italy.
  - (c) "Technical Agency" means any private or public entity that will provide the Services to the Client under the Contract.
  - (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
  - (e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
  - (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
  - (g) "Foreign Currency" means any currency other than the currency of the India.
  - (h) "GC" means these General Conditions of Contract.
  - (i) "Government" means the Government of India.
  - (j) "Local Currency" means the Indian Rupees.
  - (k) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
  - (l) "Party" means the Client or the TECHNICAL AGENCY, as the case may be, and "Parties" means both of them.
  - (m) "Personnel" mean persons hired by the TECHNICAL AGENCY assigned for the performance of the Services or any part thereof.
  - (n) "SCC" means the Special Conditions of Contract by which the GC may be amended, substituted or supplemented.
  - (o) "Services" means the work to be performed by the TECHNICAL AGENCY pursuant to this Contract, as described in TORhereto.
  - (p) "In writing" means communicated in written form with proof of receipt.

- 1.2 Law Governing Contract This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 1.3 Language This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices
- 1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change of address specified in the SCC.
- 1.5 Location The Services shall be performed at such locations as are specified in TOR hereto and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Client may approve.
- 1.6 Authority of Member in Charge In case the Technical Agency consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Technical Agency's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.7 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Technical Agency may be taken or executed by the officials specified in the SCC.
- 1.8 Taxes and Duties The Technical Agency and their Personnel shall pay such direct and indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SCC, the amount of which is deemed to have been included in the Contract Price.
- 1.9 Fraud and Corruption **It is the Fund's (IFAD) policy to require that Borrowers (including beneficiaries of Fund loans), as well as Technical Agencies under Fund-financed contracts, to observe the highest standard of ethics during the selection and execution of such contracts.**
- In pursuance of this policy, the Fund:**
- 1.9.1 Definitions (a) defines, for the purpose of this provision, the terms set forth below as follows:
- (i) "corrupt practice" means the offering, receiving, or

soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "collusive practices" means a scheme or arrangement between two or more Technical Agencies, with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.9.2 Measures to be taken (b) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower (Client) or of a beneficiary (Technical Agency) of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Fund to remedy the situation;

(c) will sanction/blacklist a Technical Agency, including declaring the Technical Agency ineligible, either indefinitely or for a specified period of time, to be awarded a Fund-financed contract if it at any time determines that the Technical Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Fund-financed contract;

1.9.3 Commissions and Fees (d) will require the successful Technical Agency to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

## 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract This Contract shall come into effect on the date when this Contract is signed by both Parties or on such other later date as may be stated in the SCC. The date this Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services The Technical Agency shall begin carrying out the Services not later than the number of days after the Effective Date as may be specified in the SCC.

2.3 Expiration of Contract Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the

Effective Date as specified in the SCC.

2.4 Modifications or Variations **Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.**

## 2.5 Force Majeure

2.5.1 Definition *For the purposes of this Contract, "Force Majeure" means an event which is beyond the control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.*

2.5.2 No Breach of Contract The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event - (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure, subject to the approval of the client.

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Technical Agency shall be entitled to continue to be paid under the terms of this Contract, subject to the approval of the client.

## 2.6 Termination

2.6.1 By the Client The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause GC 2.6.1. In case of such an occurrence the Client shall give not less than thirty (30) days' written notice of termination to the Technical Agency. The said notice of termination shall however shall be for sixty (60) days' in the case of the event referred to in sub clause (e) below.

(a) If the Technical Agency does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.

(b) If the Technical Agency becomes insolvent or bankrupt.

(c) If the Technical Agency, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or

in executing the Contract.

- (d) If, as the result of Force Majeure, the Technical Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Technical Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

**2.6.2**  
**By the Technical Agency**

The Technical Agency may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the Client fails to pay any money due to the Technical Agency pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Technical Agency that such payment is overdue.
- (b) If, as the result of Force Majeure, the Technical Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

**2.6.3**  
**Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Technical Agency:

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) to (c), and (f) of Clause GC 2.6.1, claims of task completed to the prompt and orderly termination of the Contract.

**3. OBLIGATIONS OF THE TECHNICAL AGENCY**

**3.1 General**

**3.1.1 Standard of Performance**

The Technical Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Technical Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-agencies or third Parties.



<b>3.2 Conflict of Interests</b>	The Technical Agency shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
<b>3.2.1 Technical Agencies Not to Benefit from Commissions, Discounts, etc.</b>	The payment of the Technical Agency pursuant to Clause GC 6 shall constitute the Technical Agency's only payment in connection with this Contract or the Services, and the Technical Agency shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Technical Agency shall use their best efforts to ensure that their Personnel similarly shall not receive any such additional payment.
<b>3.2.2 Technical Agency and Affiliates Not to be Otherwise Interested in Project</b>	The Technical Agency agrees that, during the term of this Contract and after its termination, the Technical Agency and any entity affiliated with the Technical Agency, as well as any Sub-agencies and any entity affiliated with such Sub-agencies, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Technical Agency's Services for the preparation or implementation of the project.
<b>3.2.3 Prohibition of Conflicting Activities</b>	The Technical Agency shall not engage, and shall cause their Personnel as well as their Sub-agencies and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
<b>3.3 Confidentiality</b>	Except with the prior written consent of the Client, the Technical Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Technical Agency and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
<b>3.4 Insurance to be Taken Out by the Technical Agency</b>	The Technical Agency - (a) shall take out and maintain, and shall cause any Sub-agency to take out and maintain, at their (or the Sub-agencies', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
<b>3.5 Technical Agency's Actions Requiring Client's Prior Approval</b>	The Technical Agency shall obtain the Client's prior approval in writing before taking any of the following actions: (a) entering into a subcontract for the performance of any part of the Services, (b) appointing such members of the Personnel not listed by name in Appendix C, and

- 3.6 Reporting Obligations

  - (c) any other action that may be specified in the SC.
  - (a) The Technical Agency shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
  - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Technical Agency to be the Property of the Client

  - (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Technical Agency under this Contract shall become and remain the property of the Client, and the Technical Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
  - (b) The Technical Agency may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.8 Accounting, Inspection and Auditing

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

**4. TECHNICAL AGENCY’S PERSONNEL**

- 4.1 Description of Personnel**

The Technical Agency shall employ and provide such qualified and experienced Personnel and Sub-agencies as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Technical Agency’s Key Personnel are described in Appendix C. The Key Personnel and Sub- agencies listed by title as well as by name in Appendix C are hereby approved by the Client.
- 4.2 Removal and/or Replacement of Personnel**

  - (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Technical Agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Technical Agency shall provide as a replacement a person of equivalent or better qualifications.
  - (b) If the Client finds that any of the Personnel have - (i) committed

serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Technical Agency shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

- (c) The Technical Agency shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5. OBLIGATIONS OF THE CLIENT**

5.1 Assistance and Exemptions The Client shall use its best efforts to ensure that the Government shall provide the Technical Agency such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Technical Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Technical Agency under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities The Client shall make available free of charge to the Technical Agency the Services and Facilities as set out in the SC.

## **6. PAYMENTS TO THE TECHNICAL AGENCY**

6.1 Lump-Sum Payment The total payment due to the Technical Agency shall not exceed the Contract Price which is an all inclusive fixed lump-sum amount covering all costs required to carry out the Services described in Appendix A. The reporting requirements and the Key Personnel of the Technical Agency are provided in Appendix B and C. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price (a) The price payable in foreign currency/currencies is set forth in the SCC.  
(b) The price payable in local currency is set forth in the SCC.

6.3 Payment for Additional Services For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in clause 6.4 of the SCC.

6.4 Terms and Conditions of Payment Payments will be made to the account of the Technical Agency and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be made against

the provision by the Technical Agency of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SCC. Such guarantee shall be in the form set forth in Appendix D hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Technical Agency has submitted an invoice to the Client specifying the amount due.

## **7. GOOD FAITH**

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

## **8. SETTLEMENT OF DISPUTES**

**(i) Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**8.2 Dispute Resolution** Any dispute between the Parties regarding matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

**Special Conditions of Contract**

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	“Applicable Law” means the laws and any other instruments having the force of law in India and the state of Uttarakhand for the time being
1( q)	“Day” means calendar day.
1 (m)	“Personnel” means professionals and support staff provided by the Technical Agency or by any Sub-Contractors and assigned to perform the Services or any part thereof;
1 (r)	“Sub-Contractors” means any person or entity to whom/which the Technical Agency subcontracts any part of the Services.
1 (s)	“Third Party” means any person or entity other than the “Client” or the “Technical Agency”.
1.3	The language/s <b>English/Hindi</b>
1.4	<p>The addresses are:</p> <p>Client:</p> <p>Project Director, Integrated Livelihood Support Project (ILSP), Watershed Management Directorate, Indira Nagar Forest Colony, Dehradun, Uttarakhand- 248001</p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>Technical Agency:</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Client : Project Director, Integrated Livelihood Support Project (ILSP), Watershed Management Directorate,</p>

	<p>Indira Nagar Forest Colony, Dehradun, Uttarakhand- 248001</p> <p>For the Technical Agency:</p>
<b>1.8</b>	The Overhead Cost shall include applicable service tax if any. The Client will deduct applicable TDS from the Overhead Cost and production of tax exemption certificate acceptable to the Client will entail cessation of TDS deduction.
<b>1.9.2</b>	<p><b>Measures to be taken by the Client</b></p> <p>(a) The Client may terminate the contract if it determines at any time that representatives of the Technical Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Technical Agency having taken timely and appropriate action satisfactory to the client to remedy the situation;</p> <p>(b) The Client may also issue sanctions against the Technical Agency, including declaring the Technical Agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Technical Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Client-financed contract;</p>

<b>2.1</b>	The Effective Date is .....
<b>2.1.1</b>	<b>Termination of Contract for Failure to Become Effective:</b> If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SCC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
<b>2.2</b>	The date for the commencement of services is .....
<b>2.3</b>	The time period shall be <i>four Years and maybe extended based on the performance as assessed by UWDU</i>
<b>2.5</b>	Force majeure
<b>2.5.1</b>	<b>Definition</b> (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably be considered impossible

	<p>in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-contractors or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>(c) Subject to clause 2.5.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>
<p><b>2.5.3</b></p>	<p><b>Measures to be Taken:</b> (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>(b) A Party affected by an event of <i>Force Majeure</i> shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure subject to the approval of the client.</p> <p>(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Technical Agency, upon instructions by the "Client", shall either:</p> <p>(i) demobilize,; or</p> <p>(ii) Continue with the Services to the extent possible, in which case the Technical Agency shall continue to be paid proportionately and on prorated basis, under the terms of this Contract.</p> <p>(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.</p>
<p><b>2.5.5</b></p>	<p><b>Suspension:</b> The "Client" may, by written notice of suspension to the Technical Agency, suspend all payments to the Technical Agency hereunder if the Technical Agency fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension - (i) shall specify the nature of the failure, and (ii) shall allow the Technical Agency to</p>

	remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Technical Agency of such notice of suspension.
<b>2.6</b>	<b>Termination</b>
<b>2.6.1.1</b>	<p><b>By the “Client”:</b> The “Client” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) to (i) of this Clause.</p> <p>(a) If the Technical Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.5.5 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Client” may have subsequently approved in writing.</p> <p>(b) If the Technical Agency becomes (or, if the Technical Agency consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or goes into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Technical Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>(d) If the Technical Agency, in the judgment of the “Client”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.</p> <p>(e) If the Technical Agency submits to the “Client” a false statement which has a material effect on the rights, obligations or interests of the “Client”.</p> <p>(f) If the Technical Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.</p> <p>(g) If the Technical Agency fails to provide the quality services as envisaged/provided under this Contract.</p> <p>(h) If the Technical Agency fails to satisfactorily respond to the grievances if any of the members of SHGs (Self Help Groups) mobilized on behalf of the “Client”</p> <p>(i) If, as a result of Force Majeure, the Technical Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(j) If the “Client”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p>
<b>2.6.1.2</b>	In such an occurrence the “Client” shall give a not less than thirty (30) days’ written notice of termination to the Technical Agency, and the notice shall be for not less than sixty (60) days’ in case of the event referred to in sub-clause (h).
<b>2.6.2</b>	<b>By the Technical Agency:</b> The Technical Agency may terminate this Contract, by not less than thirty (30) days’ written notice to the “Client”, in case of the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause



	<p>GC 2.6.2.</p> <p>(a) If the “Client” fails to pay any money due to the Technical Agency pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Technical Agency that such payment is overdue.</p> <p>(b) If, as a result of Force Majeure, the Technical Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(c) If the “Client” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p> <p>(d) If the “Client” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Technical Agency may have subsequently approved in writing) following the receipt by the “Client” of the Technical Agency’s notice specifying such breach.</p>
<p><b>2.6.3</b></p>	<p><b>Payment upon Termination:</b> Upon termination of this Contract pursuant to Clauses SCC 2.6.1 or SCC 2.6.2 hereof, the “Client” shall make the following payments to the Technical Agency:  If the agreement is terminated pursuant of Clause <b>2.6.1 (a) to (i)</b>, the Technical Agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Client” may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of any economic utility to the Client.</p>
<p><b>2.6.4</b></p>	<p><b>Cessation of Rights and Obligations:</b> Upon termination of this Contract pursuant to Clauses SCC 2.1.1 or clauses 2.6.1 and 2.6.2 of GC and SCC hereof, or upon expiration of this Contract pursuant to Clause GC 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except - (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Technical Agency’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.8 hereof, and (iv) any right which a Party may have under the Law.</p>
<p><b>2.6.5</b></p>	<p><b>Cessation of Services:</b> Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.6.1 or GC 2.6.2 hereof, the Technical Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Technical Agency and equipment and materials furnished by the “Client”, the Technical Agency shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.</p>

3.2	The Technical Agency shall hold the “Client’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Technical Agency shall promptly disclose the same to the Client and seek its instructions
3.7	The Technical Agency shall not use the documents, data and software generated during the program implementation for purposes unrelated to this contract without prior approval from the Client.
3.8	<p>The Technical Agency shall maintain a separate bank account and books of accounts to receive project support and funding. The Technical Agency shall as a part of its regular auditing process, obtain an Audit Certificate from its Auditor reconciling the funds received from the Client and utilization for the eligible program activities. This certificate shall be submitted to the Client not later than 90 days from the end of each financial year.</p> <p>Technical Agency shall keep in its custody all documents related to the bid and contract for three years after completion of the contract. Technical Agency shall allow and cooperate with agents or representatives of IFAD or the client to carry out audit or inspection of these documents.</p>
3.9	<p><b>Cost of Equipments and Materials by the “Client”:</b> Cost of Equipments and materials made available to the Technical Agency by the “Client”, or purchased by the Technical Agency wholly or partly with funds provided by the “Client”, shall be the property of the “Client” and shall be marked accordingly.</p> <p>Upon termination of this contract prior to expiration of the contract, Technical Agency will have to reimburse the cost of equipments and furniture at a depreciated cost of 30% per annum for computers and printers and 25% per annum for other equipments and furniture.</p> <p>Upon expiration of this Contract, the Technical Agency shall make available to the “Client” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Client’s” instructions. While in possession of such equipment, vehicles and materials, the Technical Agency, unless otherwise instructed by the “Client” in writing, shall insure them at the expense of the “Client” for an amount equal to their full replacement value.</p>
3.10	<p><b>Equipment and Materials Provided by the Technical Agencies:</b> Equipment or materials brought by the Technical Agency and the Personnel and used either for the Project or personal use shall remain the property of the Technical Agency or the Personnel concerned, as applicable.</p>
4.1	The Technical Agency shall not engage any person with criminal records as its staff for implementing this programme.
4.2	Technical Agency shall ensure minimum tenure of three years for the Technical

	Agency Coordinator. In the event the Technical Agency intends to change a Technical Agency Coordinator due to unavoidable circumstance, approval of the Client will have to be obtained in writing detailing the reasons for change along with a bio-data of the replacement.		
5.1	<p>The details of the Bank Account of the Technical Agency are:  <i>[insert account]</i></p> <p>Names of the block allotted to the Technical Agency:</p> <p><b>COST OF TECHNICAL AGENCY SERVICES FOR THE ALLOTTED BLOCK(S)</b></p> <p><b>A. Capital Cost</b>  The total capital cost of procuring these equipments is estimated at Rs. XXX</p>		
	<b>Equipment</b>	<b>Unit cost (Rs)</b>	<b>Quantity</b>
	Laptop Computer		
	Printer		
	Other equipment		
	Furniture		
	Other and miscellaneous equipment		
	<b>Total A</b>		
<p>The Client shall pay a 50% of the COST of equipment and furniture upon signing the contract and release the balance upon submission of the utilization certificate for at least 75% of the amount released supported by copies of bills/invoices and vouchers. However, the cost of capital equipment will be on actual basis on production of bills/ invoices subject to the maximum of the limits per item as indicated in the Appendices.</p> <p><b>B. Recurrent Cost</b>  <b>B1. Salaries</b></p>			
	<b><u>Human Resources (Salary)</u></b>	<b>Consolidated remuneration per Month (Rs)</b>	<b>No. of Months</b>
			<b>Total Remuneration (Rs)</b>



	<p>expenditure supported with evidence of payment of salary and copies of vouchers etc.</p> <p>If the agency does not submit the monthly SOE and its supporting documents OR does not perform satisfactorily in first quarter, no further advance will be given to the agency thereafter till the performance improves upto the satisfaction of the client. In this duration, only reimbursement of recurrent cost will be made on monthly basis.</p> <p>Recurrent costs may be reviewed mutually every two years</p> <p><b>Overhead costs:</b> The project will provide total overhead costs at the rate of Rs. -- ----- per year.</p> <p>Applicable taxes would be deducted by the client as per law. The invoices submitted will be settled within one month of receipt of claim with all relevant documents.</p> <p>At the time of contract termination, the Technical Agency will have to reimburse the cost of all the assets (equipments and furniture) created from project funds at a depreciated cost of 30% per annum for computers and printers and at 25% per annum for other equipments and furniture. In the event of termination or withdrawal, any funds lying with the agency should be returned within 30 days and all data/information to be handed over to the project.</p>
5.2	<p>The Client may increase the number of Clusters/Blocks allotted during the course of the contract period and the total contract price will be amended to reflect additional costs of equipment and furniture, operational costs and overheads. This change in the amounts payable will be agreed between the parties by signing an addendum to the contract.</p>
5.3	<p>Advance Payment Guarantee will be in the form of a Letter of Guarantee acceptable to the client.</p>
6	<p><b>Operation of the Contract:</b> The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.</p>

	<p>The contract shall be amended by mutual agreement by exchange of a letter between the Technical Agency and the Client.</p>
<p><b>7.1</b></p>	<p><b>Arbitration</b></p> <p>a. If any dispute, difference or question shall at any time arise between the parties concerning anything or as to the rights, liabilities and duties of the parties under this agreement, except in respect of matters for which it is provided hereunder that the decision of the Client is final and binding, the same shall be referred to arbitration and a final decision after giving at least 30 days' notice in writing to the other (hereinafter referred to as the "Notice for Arbitration") clearly setting out the items of dispute to a sole arbitrator who shall be appointed as hereinafter provided.</p> <p>b. For the purpose of appointing the sole arbitrator referred to above, the Client shall send to the Technical Agency within thirty days of the "Notice of Arbitration", a panel of three names of persons who shall be presently unconnected with the organization of the Client or the Technical Agency.</p> <p>b. The Technical Agency shall on receipt of the names as aforesaid select any one of the persons so named to be appointed as the Sole Arbitrator and communicate his name to the Client within 15 days of receipt of the names. The Client shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the Technical Agency fail to communicate such selection as provided above within the period specified, the Client shall make the selection itself and appoint the said person as the Sole Arbitrator.</p> <p>c. If the Client fails to send to the Technical Agency the panel of three names as aforesaid within the period specified above, the Technical Agency shall send to the Client a panel of three names of persons who shall be unconnected with either party. The Client shall on receipt of the names as aforesaid, select any one of the persons and appoint him as the sole arbitrator. If the Client fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the Technical Agency accordingly, the Technical Agency shall be entitled to appoint any one of the persons from the panel as sole arbitrator and communicate his name to the Client.</p> <p>d. If the Arbitrator so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the same manner as aforesaid.</p> <p>e. The arbitration proceedings shall be governed by the Arbitration &amp; Conciliation Act, 1996 as in force from time to time or any Ordinance or Legislation that may be made in lieu thereof. The award of the Arbitration shall be binding and final on the parties. It is hereby agreed that in all disputes</p>

	referred to the Arbitration, the Arbitrator shall give a separate award in respect of each dispute or difference in accordance with the terms of reference and the award shall be a reasoned award.
7.2	The Arbitration proceedings shall take place in Dehradun, India, only.
7.3	<p><b>Fees:</b> The initial fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid in equal proportion by each of the parties.</p> <p>The costs of the arbitration including the fees, if any, of the arbitrator shall be directed to be borne and paid by such party or parties to the dispute in such manner or proportion as may be directed by the arbitrator in the award.</p>
8	<p><b>9. Miscellaneous provisions:</b></p> <p>(i) “Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent. The Technical Agency, subject to this Contract, has complete charge of Personnel and Sub-Contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p> <p>(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.</p> <p>(iii) The Technical Agency shall notify the Client/ of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.</p> <p>(iv) Each member/constituent of the Technical Agency, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Client for performance of works/services including that of its Associates/Sub Contractors under the Contract.</p> <p>(v) The Technical Agency shall at all times indemnify and keep indemnified the Client against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.</p> <p>(vi) The Technical Agency shall at all times indemnify and keep indemnified the Client against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor’s/ Technical Agency’s) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Technical Agency.</p> <p>(vii) The Technical Agency shall at all times indemnify and keep indemnified the Client against any and all claims by Employees, Workmen, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries,</p>

	<p>remuneration, compensation or the like.</p> <p>(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.</p> <p>(ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/ Technical Agency) for any engagement, service or employment in any capacity in any office or establishment of the Client.</p> <p>(x) The Client is covered by the provisions of the Right to Information Act, 2005. In view of this fact the Technical Agency shall also observe the compliance with the said act and be ready and willing to provide all/any information whenever called upon to provide by the Client in a time bound manner in accordance with the provisions of the said act.</p>
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