GOVERNMENT OF TRIPURA
Office of the Chief Executive Officer & Project Director
IGDC CREFLAT Project
Gandhigram, West Tripura- 799012

No. F. E/5.5.2/CIM/CREFLAT/2024/3775 Date 05/11/2024

RESTRICTED INVITATION TO TENDER FOR CONSULTING SERVICES UNDER QCBS METHOD FOR DEVELOPING MANAGEMENT INFORMATION SYSTEM (MIS) FOR IGDC CREFLAT PROJECT

Project number - BMZ No.: 2015 67 650 (Grant); 2015 67 643 (Loan)

The KfW, German Development Bank in partnership with Tripura Forest Department (TFD), Govt of Tripura is undertaking Climate Resilience of Forest Ecosystems, Biodiversity and Adaptive Capacities of Forest in the state of Tripura. CREFLAT intends to develop Management Information System (MIS). Interested agencies may download the complete RfP Document, from the tender/procurement section on the website forest.tripura.gov.in. or interested bidders can obtain it from the PMA, CREFLAT. The floating date of tender i.e. 05-11- 2024 onwards and till 30-11-2024, and to be submitted to addresss mentioned above on any working day up to 16:00 hours on 30-11-2024 and Proposal of Bids shall be opened on the same day at 16:30 hours at CREFLAT office. No liability will be accepted for downloading the incomplete document. Details as to eligibility criteria, evaluation procedure, and other terms and conditions are given in tender document. Project Director, CREFLAT reserves the right to accept or reject any or all proposals without incurring any obligation to inform the affected applicant/s of the grounds.

5/11/24

Chief Executive officer and
Project Director
(IGDC CREFLAT Project)
S. PRABHU, IFS
CEO & PROJECT DIRECTOR
IGDC CREFLAT PROJECT

GOVERNMENT OF TRIPURA
Office of the Chief Executive Officer & Project Director
IGDC CREFLAT Project
Gandhigram, West Tripura- 799012

No. F. E/5.5.2/CIM/CREFLAT/2024/3775 Date.05/11/2024

RESTRICTED INVITATION TO TENDER FOR CONSULTING SERVICES UNDER QCBS METHOD FOR DEVELOPING MANAGEMENT INFORMATION SYSTEM (MIS) FOR IGDC CREFLAT PROJECT

(TWO ENVELOPE)

RESTRICTED INVITATION TO TENDER FOR CONSULTING SERVICES UNDER QCBS METHOD

Source of Funding: KfW Development Bank
Contract Ref:
BMZ No.

Date of Issue of Request for Proposal:

To,
Propesctive Bidders,

Sub: Request for Proposal for **Management Information System (MIS) for KfW Project in Tripura (Two Envelope)"**

Dear Sirs,

I. The KfW, German Development Bank in partnership with Tripura Forest Department (MFD),Govt of Tripura is undertaking **Climate Resilience of Forest Ecosystems, Biodiversity & Adaptive Capacities of Forest Dependent Communities - CREFLAT Project**. The project objective/ results / outputs, which includes:

i. Participatory village-based landscape planning system developed and implemented
ii. Climate resilient forest land management implemented
iii. Measures for mitigating adverse climate impacts on biodiversity applied
iv. Natural resources products processing and marketing supported
v. Forest sector enabling environment supported

The CEO & PD,IGDC CREFLAT Project intends to hire the services of Management Information System (MIS) for KfW Project in Tripura"- and invites the most competitive proposals from eligible Consultant for **Climate Resilience of Forest Ecosystems, Biodiversity & Adaptive Capacities of Forest Dependent Communities - CREFLAT Project,**

II. Instruction to Consultants (ITC)

1. General Information

1.1 Prospective Consultants are advised to thoroughly study the proposal documents for their response to avoid downgrading or rejection.

1.2 This Tender is in accordance with the "KfW Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries."

1.3 The **Background Information and Terms of Reference** for the Consulting services are provided in **Schedule 3** to the Request for Proposal (RFP) documents.

1.4 This being restricted invitation, **This RFP is available to all eligible prospective bidders , who are on the list of Forest Department. The outside/unregistered consultant can also apply but they have to meet the stated qualification criteria.** The Consultant may download the complete Request for Proposal (RFP) Documents, from tender/procurement section on the website forest.tripura.gov.in. from date of opening, onwards or shall obtain from Office of the Chief Executive officer and Project Director , IGDC CREFLAT Project . No liability will be accepted for downloading the incomplete document.

1.5 If any Consultant withdraw its proposal during the validity period and/or refuse to accept the award of a contract when and if awarded, then it may be subjected to the process of expulsion from future participation for the remaining project duration.

1.6 The CEO&PD,IGDC CREFLAT Project reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds.

1.7 The language of the proposal and of all communication is English.

1.8 The currency of the proposal shall be Indian Rupees INR.

1.9 Indirect Taxes on the services will be levied as per Indian Law.Indirect tax will be borne by client state fund.

1.10 TDS will be deducted as per Indian laws.

1.11 Process of Procurement and Method of Evaluation of the Proposal : **Restricted Invition (Double Envelope) - QCBS Method**

1.12 **Any clarification required shall be till mid night of Prebid meeting.**

1.13 The RFP includes the following documents:

Schedule 1 - Technical and Financial Proposal - Simplified Forms

Schedule 2 - Declaration of Undertaking

Schedule 3 - Terms of Reference

Schedule 4 - Standard Contract Document

1.14 The Guidelines and SRFP conditions of KfW will be applicable.

2. Proposal Procedures

2.1 The proposal should be submitted either by post or by hand in two sealed envelope, separately for technical and financial and kept in single enevelope. The envelope shall be sealed properly..The envelope shall:

i. bear the name and address of the Consultant;

ii. be addressed to the Client and

iii. bear the specific identification of this proposal

iv. Technical Proposal shall be clearly marked as Technical Proposal for (assignment name).

v. Financial proposal shall be clearly marked as Financial Proposal for (assignment name).

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

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

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

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

To
The CEO & PD
IGDC CREFLAT Project
PMA, Gandhigram
PIN: 799012

3. Important Dates and Time

Issue of RFP – : 05-11-2024
Closing/submission of RFP : 30-11-2024 at 4 PM
Prebid meeting date: 14-11-2024
Opening of Technical Proposal : 30-11-2024 at 4.30 PM :
Opening Of Financial Proposal : To be notified later to Technically qualified bidders.
Validity period of Proposal : 120 days from the deadline for submission of proposal

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

4. Opening and Evaluation of Proposals

4.1. Unless otherwise notified, the date, time and place for opening of proposals shall be as indicated under the preceding paras.
4.2. The proposals will be opened one at a time in public in the presence of consultants' designated representatives who choose to attend.
4.3. The proposals will be evaluated by a committee, constituted by the Project Director.
4.4. The Bid evaluation will be in two parts part A and Part B.
4.5. Joint venture not allowed.
4.6. If the Bidder qualifies in Part A then only his bid will be considered for part B evaluation. Both Registereed and non registered consultant will be checked for Part A and Part B evaluation criteria.

4.7. Part A

a) **The consultant/firm must be a legally registered entity with a minimum of 5 years of existence.**
Documentation Required: Certificate of Incorporation, PAN Card, GST Registration Certificate.

b) **The firm must have an annual average turnover of at least Rs 30 Lakhs, evidenced by audited annul financial statements and bank statements.**
Documentation Required: Audited financial statements for the last three years and bank statements.

c) **They should have demonstrated experience in at least 3 projects for designing, developing, and implementing MIS systems, particularly for projects of similar complexity, with contract values of at least Rs 20 Lakhs.**
Documentation Required: Detailed project portfolio, client testimonials, and completion certificates from previous projects/ any certificate of merit.

d) **The consultant/firm should have specific experience in 2 projects involving data collection, processing, analysis, and reporting, with proficiency in relevant technologies such as Python, JavaScript, Django, and React.**
Documentation Required: Detailed project portfolio, client testimonials, and completion certificates from previous projects/ any certificate of merit.

4.8. Part B

Criteria	Description	Reference to RFP	Sub Points	Total points
1	Consultant's Experience (@ 2 marks for each similar experience being claimed subject to maximum 10 marks) *Attention: The claimed experience shall be substantiated by presenting copies of relevant documents. The experience of only completed projects will be considered. The consultants shall provide completion certificate for project to be considered.*	TECH 3		10
2	Description of the Approach, Methodology and Work Plan in responding to the Terms of Reference see below table for detailed marks break up:	TECH 2		40

Evaluation Criteria	**Subactivities**	**Marks**
1. Description of the Approach, Methodology, and Work Plan (TECH 2)		**40**
1.1 Technical Approach and Methodology		**20**
- Understanding of the Terms of Reference (ToR)	Review and analysis of the ToR	2
	Identification of key objectives and deliverables	2
- Proposed Methodology	Detailed explanation of the methodology to be used	6
	Justification for the chosen methodology	2
- Innovative Approaches	Description of any innovative approaches or techniques	2
	Benefits of these innovations to the project	2
- Risk Management	Identification of potential risks	2
	Proposed mitigation strategies	2
1.2 Work Plan		**20**

Evaluation Criteria	Subactivities	Marks
- Project Timeline	Detailed project schedule with milestones	3
	Gantt chart or similar visual representation	3
- Resource Allocation	Identification of key personnel and their roles	2
	Allocation of resources	2
- Task Breakdown	Detailed breakdown of tasks and sub-tasks	3
	Dependencies and critical path analysis	3
- Monitoring and Evaluation	Plan for monitoring progress	2
	Evaluation criteria and methods	2

3	Qualifications of Definitely Assigned Personnel (manner of CV evaluation detailed below)	TECH 4		50
3.1	**Project Manager cum MIS Specialist**		1x10	
3.2	**Dashboard Specialist**		1x10	
3.3	**Database Administrator**		1x10	
3.4	**Training and Capacity Building Expert**		1x10	
3.5	**Monitoring and Evaluation (M&E) Specialist**		1x10	
	Total		**100**	

Minimum Technical Score to qualify the Technical Assesment is : 75

Details of CV Evaluation

Key Personnel qualifications and competence for the Assignment:

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

Position K-1:	Project Manager cum MIS Specialist	[1x10 Marks]
Position K-2:	Dashboard Specialist	[1x10 Marks]
Position K-3:	Database Administrator	[1x10 Marks]
Position K-4:	Training and Capacity Building Expert	[1x10 Marks]
Position K-5:	Monitoring and Evaluation (M&E)	[1x10 Marks]

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

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

1) General qualifications (general education, training, and experience): [20%]
2) Adequacy for the Assignment (relevant education, training, experience in the commuity forestry/watershed management/livelihood improvments /similar assignments): [70%]
3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): [10 %]

Total weight: **100%**

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

4.9. Lumpsum - The financial proposals corresponding to the technically qualified proposal as per will be accpeted and the cost in FORM FIN-1 - FINANCIAL PROPOSAL SUBMISSION FORM will be final. No change is cost will be allowed. This cost will be taken as cost of all service as per the TOR.

4.10. The financial enevelope of only Technically qualified agency will be opened.

4.11. Finally, a combined evaluation of each responsive proposals are carried out based on the weighted technical and financial scores. The weightings shall be 80% for the Technical Proposal and 20% for the Financial Proposal.

4.12. The **Weighted Scores & Combined Score** for each proposal will be computed in the following manner:

i. The weighted technical score of a proposal will be calculated by multiplying the technical score of the respective proposal with the technical weight (in percent).

ii. The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.
The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:
Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.
[or replace with another inversely proportional formula acceptable to the Bank]
The weights given to the Technical (T) and Financial (P) Proposals are:
T = 80, and
P = 20

iii. Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.

III. Fair and Transparent Bidding Process

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

IV. Terms of Payments

The Purchaser CREFLAT intends to apply funds from the KfW Development Bank for eligible payments under the Contract/MoU resulting from this RFP.

Payment will be in two parts

Part 1 – Contract Value payment MIS and dashboard
Part 2 – Payment for **Ongoing Support and Maintenance**:

Here's the payment schedule in a table format for Part 1:

Milestone	**Deliverable**	**Timeline**	**Payment**
1. Inception Report	Detailed report outlining the approach, methodology, and timeline for the assignment.	Within 1 month from the date of contract signing.	20% of the total contract value upon approval of the Inception Report.

Milestone	Deliverable	Timeline	Payment
2. CA PratikSystem Requirment Specification Document	Comprehensive report on the findings from the system requirement study.	Within 2 months from the date of contract signing.	15% of the total contract value upon approval of the System Requirment Specification Document.
3. MIS and Dashboard Design Document	Detailed design document including system architecture, data flow diagrams, user interface designs, and integration plan.	Within 3 months from the date of contract signing.	20% of the total contract value upon approval of the Design Document.
4. MIS and Dashboard Software	Fully functional MIS and dashboard with all required modules.	Within 5 months from the date of contract signing.	25% of the total contract value upon delivery and successful testing of the MIS and dashboard software.
5. Training Materials and Training Completion	Training manuals and materials for project staff, and completion of training sessions.	Within 6 months from the date of contract signing.	10% of the total contract value upon completion of training and approval of training materials.
6. Final Report	Comprehensive report detailing the implementation process, challenges faced, and recommendations for future improvements.	Within 6 months from the date of	10% of the total contract value upon approval of

Milestone	Deliverable	Timeline	Payment
		contract signing.	the Final Report.

Part 2 – Payment for Ongoing Support and Maintenance: For six month in three equal instalments , payable after 2 months completion.

5/11/24

S. PRABHU, IFS
CEO & PROJECT DIRECTOR
IGDC PREFLAT PROJECT

Name:
Designation: The Chief Executive Officer & Project Director
Address: IGDC CREFLAT Project, Gandhigram , West Tripura - 799012

Email: ceoigdcp@gmail.com

SCHEDULE 1: TECHNICAL & FINANCIAL PROPOSAL

PART I: TECHNICAL PROPOSAL

Checklist of Required Forms

Required	FORM	DESCRIPTION	*Remarks/ page limitation*
√	TECH-1	Technical Proposal Submission Form	1 page – form Attached
√	TECH-2	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	Explain in at most 20 pages, section wise as qualifying criteria marks table.
√	TECH -3	Consultant's Experience	Form attached – Max 20 Pages
√	TECH-4	Curriculum Vitae (CV) of Key Persons required for the assignment	Max 10 page each CV.Required information under prescribed format

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

The Project Director,

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. **Method of Procurement : QCBS One Stage - Restricted Invitation (Two Envelope)** "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a single envelope".

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the para 3 of the ITC under Clause II to the RFP.

(c) We have no conflict of interest in respect of the assignments under the proposal.

(d) We meet the eligibility requirements as stated in tender document.

(e) Neither we, nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment.

(f) We undertake to negotiate a Contract on the basis of the proposed Key Persons. We accept that the substitution of Key Persons for only in exceptional urgency reasons and substitution may lead to the termination of contract negotiations & Key Persons presented in the Tenderer's proposal shall not be replaced without the prior approval of the Client. The Tenderer shall only replace staff with a person of equal or better qualification.

(g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

(h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in India.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: ____________________
Name and Title of Signatory: ____________________
Name of Consultant (firm's name):
In the capacity of: ____________________

Address: ____________________
Contact information (phone and e-mail): ____________________

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

Form TECH-2: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

a) ***Technical Approach and Methodology.*** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) ***Work Plan.*** {Please outline the plan for the implementation of the main activities/tasks of the assignment and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan.

Following below mentioned points should also be addressed in Approach and Methodolg in detail.

Evaluation Criteria	**Subactivities**
1. Description of the Approach, Methodology, and Work Plan (TECH 2)	
1.1 Technical Approach and Methodology	
- Understanding of the Terms of Reference (ToR)	Review and analysis of the ToR
	Identification of key objectives and deliverables
- Proposed Methodology	Detailed explanation of the methodology to be used
	Justification for the chosen methodology

Evaluation Criteria	Subactivities
- Innovative Approaches	Description of any innovative approaches or techniques
	Benefits of these innovations to the project
- Risk Management	Identification of potential risks
	Proposed mitigation strategies
1.2 Work Plan	
- Project Timeline	Detailed project schedule with milestones
	Gantt chart or similar visual representation
- Resource Allocation	Identification of key personnel and their roles
	Allocation of resources
- Task Breakdown	Detailed breakdown of tasks and sub-tasks
	Dependencies and critical path analysis
- Monitoring and Evaluation	Plan for monitoring progress
	Evaluation criteria and methods

TECH-3: CONSULTANT'S EXPERIENCE

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

1. List only previous similar assignments successfully completed in the recent years.

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

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

FORM TECH-4: PRESENTATION OF CURRICULA VITAE

Proposed Position in the Project/Assignment:

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

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

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

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

Language	Reading	Speaking	Writing

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

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

14. Professional experience record (projects):

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

add more projects...

15. Others (e.g. publications):

Signature

PART II: FINANCIAL PROPOSAL

Checklist of Required Forms

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

FORM FIN-1 - FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

The Project Director,

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is put in the table below for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, *[Insert "including" or "excluding"] of all indirect local taxes.* The estimated amount of local indirect taxes is Rupees (INR) {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations.

All in INR

Part	Items	Cost without Tax	Indirect tax	Amount
1	Contract value for MIS and dashboard as per the TOR			
2	Payment for Ongoing Support and Maintenance			
	Total Amount			

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: ____________________

Name and Title of Signatory: ____________________

In the capacity of: ____________________

Address: ____________________

E-mail: ____________________

Form FIN-2: Model for Financial Proposal – Cost Break-down

Items	**Costs (Rs)**
1) Contract value for MIS and dashboard as per the TOR	
(A)Remuneration Expenses	
(B)Reimbursable Expenses	
Total of (A) and (B)	
2) Payment for Ongoing Support and Maintenance	
Total cost for six month Support and Maintenance (C)	
(D)- Total of (A), (B) and (C)	
(E) Indirect Taxes	
Grand Total (D+E)	

SCHEDULE 2: "DECLARATION OF UNDERTAKING"

To: **("Project Executing Agency"[1])**

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

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

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

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

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

   2.4) having been subject within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this

[1] The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services. Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries

termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;

2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website http://www.worldbank.org/debarr or respectively on the relevant list of any other multilateral development bank *(in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction)*; or

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

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

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

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

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

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

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

i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

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

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

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

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

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

   6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation [2](ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.

8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned

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

records and documents in accordance with applicable law, but in any case, for at least six years from the date of fulfilment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: ________________________ In the capacity of: ______________ duly empowered to sign in the name and on behalf of[3]: ___________________

Signature: Dated:

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

Schedule 3 -

Terms of Reference (ToR)

Service Provider for Management Information System (MIS) for Indo-German Development Programme (CREFLAT Project)CREFLAT Project in Tripura

Project: Climate Change Adaptation Programme in the Himalaya, Component II: Tripura Climate Resilience of Forest Ecosystems, Biodiversity & Adaptive Capacities of Forest Dependent Communities (CREFLAT)

1. Background

The Indo-German Development Cooperation in Tripura also known as CREFLAT aims to enhance climate resilience and promote sustainable livelihoods for climate-vulnerable communities. Funded by Kreditanstalt für Wiederaufbau (KfW), a German development bank, and implemented by the Tripura Forest Department, the project seeks have the overall objective of investing in sustainable community forestry models that improve natural resources, minimize climate-related risks and increase rural productivity and income for the local population through diversified livelihood opportunities to approximately 1.3 lakh individuals. A robust web-based **Management Information System (MIS)** is required to facilitate monitoring, evaluation, and reporting across project activities, ensuring the effective delivery of benefits to the targeted populationand to support the planning, implementation and monitoring of multi-objective forest management activities project has planned. Besides the databases and models required to support decision-making in the project programs, the MIS must also have the ability to maintain current monitoring data on Results-Matrix indicators (e.g., forest cover/biomass changes) and generate queries and maps from the linked spatial databases (e.g. attributes of geo-tagged entities such as demographic profile of a village). The components of the envisaged MIS, which will necessarily be linked, are an E- Monitoring System (EMS) and a Geographic Information System (GIS).

Project:-

1.1.1 The proposed Project in the Indian state of Tripura is the second component under the Indo-German Programme "Climate Change Adaption in the Himalaya" with a focus on sustainable community forestry and soil and water conservation. The overall objective of the programme is:

- Investments in sustainable community forestry models improve natural resources,
- Minimize climate-related risks, and
- Increase rural productivity and income for the local population.

The proposed measure under the FC-programme shall serve:

- To improve rehabilitation, protection, and sustainable use of forest, their productivity and water resources.
- To develop and strengthen the resilience of forest and vulnerable population against climate change.

1.1.2. The Project concerns climate adaption in the Himalaya region. The purpose of the Project is

- To support sustainable forest management in the Indian state of Tripura.
- To manage forest landscapes in Tripura in a sustainable and participative way for improving climate resilience of local populations and ecosystems.

1.1.3. The Project outcome is agreed as: Forest landscapes in Tripura are managed in a sustainable and participative way for improving climate resilience of local populations and ecosystems.

1.1.4. The envisaged Project will contribute to the implementation of the Indian National Action Plan on Climate Change (NAPCC) as well as to the related national missions (i.e., Green India Mission, Mission on Himalayan Ecosystems, Mission on Strategic Knowledge on Climate Change and Water Mission). Furthermore, the Project will be aligned to the priority areas of the Tripura State Action Plan on Climate Change (SAPCC).

1.1.5. Indicators to measure the Project outcome will include (Table Below):

Table 1: M&E Matrix for Outcome Results monitoring based on Result Matrix of Separate Agreement and Baseline Survey of the Project.

Sl No	Outcome Indicators (as per Separate Agreement)	Sub-Indicators			Baseline values a per Survey Report of the Districts		Target values as per Separate Agreement	Final agreed values for endline targets
		Explanation 1	Explanation 2		Dhalai	North Tripura		
1	Forest cover is maintained while crown percentage is increased.	Canopy/crown density of three categories of forests	Dense forest		55.0% (Average)	60.0% (Average)	5.0%	0.5%
			Moderately dense forest					2.0%
			Open forest					20.0%
2	Forest biomass/ growing stock increased	(i) Dense forest			297.12 t/ha	555.76 t/ha	2-3%	0.1%
		(ii) Moderately dense forest			232.51 t/ha	214.08 t/ha		1.0%
		(iii) Open forest			110.54 t/ha	61.55 t/ha		25.0%
3	Total income as well as income diversity of target population increased	(i) Increased income from forest	(a) % of HHs depended on NTFPs		20.4%	23.0%	15.0%	5.0%
			(b) Total annual average income from NTFPs		INR 7928.00	INR 6282.0		
		(ii) Increased diversity of income sources	(a) % of HHs with alternative income sources	• Agri+Jhum	31.0%	53.0%	25.0%	15.0%
				• Horticulture	16.0%	16.0%		
				• Livestock	11.0%	16.0%		
				• Business	08.0%	15.0%		
				• Daily wage	43.0%	51.0%		
			(b) Average number of alternative income sources (besides NTFPs)		5 major income sources for both districts are: Agri, Horti, Daily wage, Livestock & Petty Business			
4			Open forest		2.10	0	5.0%	20.0%

	Biodiversity increase is documented by internationally recognised indices such as Shannon Index	Biodiversity increases in treated areas	Moderately dense forest	2.70	2.53		1.0%
			Dense forest	2.55	0.87		0.5%
5	Reduced climate vulnerability of target groups	(i) % of HHs having Patta land (4-tier plantations for improved income)		38.7%	69.0%	10.0%	7.0% for Dhalai ; and 4.0% for North Tripura
		(ii) Shortage of drinking water (improved water availability via check dams & water storage tanks under EPA)		Average of 4 months of water shortage in both districts *[Average of 5 check dams & 2-3 water storage tanks under EPA to be constructed per village that will ensure improved water availability)*			
		(iii) Improved income from diversified income sources / livelihoods (via Revolving Fund & SHGs seed money)		6 major sources of income *(agri, horti, livestock, petty business, daily wage, & forest NTFPs)*			
		(iv) Institutional convergence – extent of VDPICs able to converge with Gram Panchayat/Village Committees in Gram Panchayat Development Plan (GPDP) & line departments' schemes					

1.1.6 The following outputs (1-5) with their main indicators to be financed under the Project are envisaged:

- **<u>Participatory village-based landscape planning system developed and implemented</u>**

The purpose of this output is to support participatory processes for the preparation of landscape-level plans as well as village development plans in all project villages for implementation with support from the Project. There will be a focus on delivering this planning output during the first 3 years of the Project. Activities include:

- Building capacities
- Preparing planning guidelines and tools
- Preparing landscape-level participatory village plans and village development plans
- Mainstreaming the above plans with Gram Panchayat development plans for convergence
- Implementing entry-point activities

- **<u>Climate resilient forest land management implemented</u>**

The areas of activity covered under project Output 2 will support field investments to enhance the climate resilience of different landscape components. It focuses on land-based project interventions that will enhance the condition of forests and other natural resources in the project area. The Project will support land-based activities on all land categories including patta land, revenue land, reserved forestland, private land and others. Detailed implementation structure at village level is decided based on a SWOT analysis of current village level institutions (such as Village Development Plan Implementation Committees (VDPICs), Biodiversity Monitoring Committee (BMCs), etc.). In order to improve transparency, information on village investments are be made available to all villagers on a regular basis. Activities include:

- Conserving soil and water resources
- Enriching natural forests
- Establishing and managing plantations
- Promoting agroforestry models on patta land
- Protecting forests
- Producing Quality Planting Material
- Developing local capacities on NR management

- **Measures for mitigating adverse climate impacts on biodiversity applied**

This output focuses on the ways in which biodiversity can be enhanced as a means for strengthening the climate resilience of natural resources. Activities include:

Strengthening community-based conservation e.g., by defining Community Biodiversity Conservation Areas (CBCA). The CBCAs can be identified by villages or different paras of the village. Communities should lead the process of identification of land / riverine areas for CBCA purpose. Both forested and riparian tracts can be considered for the establishment of CBCAs. Since this component is new for Tripura, it will require intensive support by capable NGOs.

- Establishing ecological corridors
- Piloting biodiversity stewardship programmes in farmed landscapes
- Promoting economic rationale for maintenance of ecosystem services
- Carrying out inventories, surveys and studies
- Developing local capacity on biodiversity conservation
- Rejuvenating springs and testing Incentive based mechanisms

It is likely that establishing of CBCAs and ecological corridors will require post-project support, which is to be guaranteed by Government of Tripura.

- **Natural resources products processing and marketing supported**

The implementation of land-based interventions (under project Output 2) for enhancing the resilience of landscapes and for mitigating the effects of climate change on biodiversity (under project Output 3) will only have impacts on incomes of the target groups if the improved condition of natural resources and the services these investments provide can be converted into opportunities for households to utilise, process and market a range of natural products for generating cash incomes and jobs. Therefore, this output is critical for the achievement of the overall project outcome since it invests in actions that will enable households to benefit more from the natural resources in a way that is both sustainable and equitable. Execution of measures will be outsourced to suitable organisations. Activities include:

- Provision of technical support services
- Establishment and strengthening of market linkages
- Value chain metrics and marketing information system
- Certification of business entities and selected farm and forest products Provision of sector specific capacity building
- Investment for setting up value-addition centres (farm and forest product centres)

- **Forest sector enabling environment supported**

Enhancing and supporting the enabling environment will ensure that Tripura's forest sector continues to meet the legitimate expectations and requirements of the government and people especially in light of recent changes in legislation and state-priorities such as those identified in the SAPCC. Consequently, Output 5 of the Project will support a set of activities that strengthen the wider enabling environment for the forest sector to ensure:

- Greater and more meaningful stakeholder participation and engagement in the sector (including representatives from other closely linked sectors) and including both formal and informal partnerships;
- Consistency of approach for the forest sector in the light of wider national and international commitments e.g., on climate change and biodiversity conservation and for environmental and social safeguards;
- Better capacity of key stakeholders for their Involvement in the forest sector; and
- Wider public awareness.

Activities Include:

- Developing and implementing Tripura forest sector strategy
- Developing capacity for key sector stakeholders including Tripura Tribal Areas Autonomous District Council (TTAADC)
- Providing information and raising awareness
- Supporting forest sector ICT (information and communication technology)
- Supporting the technical advisory committee

2. Objectives of this assignment

The primary objective of this assignment is to **design, develop, and implement** a comprehensive and user-friendly web-based MIS & Dashboard that supports the effective monitoring, evaluation, and reporting needs of the CREFLAT Project in Tripura. This system should actualise an online system of data collection, processing, and analysis to guide decision-making and project management.

3. Scope of Work

The selected consultant/firm will be responsible for the following tasks:

- **System Requirement Study:** The proposed vendor is expected to do a system requirement study to understand the specific requirements of the MIS for the project, ensuring alignment with the project's goals of monitoring, evaluation, and reporting. The scope of this study needs to be agreed upon by the Project Management Authority (PMA), IGDC-CREFLAT and the impending system requirement specification (SRS) document should clearly describe what the MIS platform will do and how it will be expected to perform. It also should describe the functionality the product needs to fulfill stakeholders needs. The study needs to include the following essential

  activities:-

  1. **Stakeholder Consultation:**
     - **:** Engage with key project stakeholders, including the Tripura Forest Department, KfW representatives, PMC, and project beneficiaries through interviews, focus group discussions, and workshops to gather insights current data collection and management practices, expected challenges, and expectations from the MIS.
  2. **Current System Analysis:**
     - **Review** the current status of IGDC-CREFLAT's computerization including any existing data management systems or tools in use within the project to

assess the strengths and weaknesses of the current system and identify gaps that the new MIS needs to address.

3. **Data Requirements:**
   - Determine the types of data that need to be collected and reported like demographic data, livelihood activities, climate resilience indicators, and project performance metrics. Identify their distinct data sources and explore the possible methods for data collection, ensuring they are reliable and efficient.
4. **Functional Requirements:** Document the specific functionalities required by different user groups and and develop user module fordata entry, updation, validation, analysis, and report generation.
5. **Technical Requirements:**
   - **Technology Platform:** Determine the appropriate technology platform for the MIS, considering factors like ease of use, cost-effectiveness and cross-browser, cross-OS compatibility up to the most recent browser / OS versions. Also incorporate support for three platforms: Desktop/Tablet or Notebook and Mobile form factors have to be incorporated.
   - **Infrastructure Needs:** The proposed MIS platform will be integrated in the existing website of IGDC/Tripura Forest Department hosted on a server at project/department data center. The prospective vendor needs to visit the project/department data center and verify the the hardware and software infrastructure required to support the MIS, including servers, databases, and network connectivity before submission of the system requirement document. In case of any hardware/software requirements, the prospective vendor may submit the same before submitting their proposal and the revised hardware/software requirement must be clearly mentioned in the submitted system requirement document.
6. **Regulatory and Compliance Requirements:**
   - **Data Privacy and Security:** Ensure the MIS complies with relevant data privacy and security regulations to protect sensitive information. Hence, the MIS platform should allow secured socket layer. The developed web-MIS shall be security audited according to OWASP (Open Web Application Security Project) application security verification standard. Vendor needs to security audit the website and submit the audit report.
   - **Reporting Standards**: Align the MIS with national and international reporting standards to facilitate accurate and consistent reporting.
7. **Documentation and Reporting:**
   - System Requirement Specification (SRS) document: Compile the findings from the system requirement study into a comprehensive report, detailing the identified requirements, recommended solutions, and a roadmap for MIS development.
   - **Stakeholder Review:** Present the report to key stakeholders for feedback and validation to ensure all requirements are accurately captured.
   - **As contribution to project's knowledge management and its dissemination MIS will need to have a specific focus on storage and accessibility of collated knowledge of the project.**

Outcome:

A detailed understanding of the specific MIS requirements, providing a solid foundation for the design, development, and implementation phases of the project.

- **System Design**: Design the MIS, which should include modules for data collection, updation, processing, storage, analysis, and reporting. The system should align with CREFLATs M&E Guideline along with Results Matrix and Project Implementation Manual. be user-friendly, scalable, and adaptable to future needs. The software required for web MIS development and deployment needs to be based on open source technologies, if any proprietary software are proposed then their cost needs to be mentioned clearly in financial document. Source code needs to be provided allowing for customization to meet specific needs.

Activities :-

1. **Module Design:**
   - **Data Collection Module:**
     - **User Interfaces:** Develop intuitive and user-friendly interfaces for data entry, ensuring ease of use for field staff and other users responsible for feeding data to MIS at DPMA /PMA levels.
     - **Data Validation:** Implement validation rules to ensure data accuracy and consistency at the point of entry.
   - **Data Storage Module:**
     - **Database Design:** Develop a robust database schema that supports efficient data storage and retrieval.
     - **Scalability:** Ensure the database can scale to accommodate increasing volumes of data over time.
     - **Security:** Implement strong security measures to protect data from unauthorized access and breaches.
   - **Data Analysis Module:**
     - **Analytical Tools:** Integrate tools for statistical analysis, data visualization, and predictive modelling.
     - **Custom Reports:** Enable the generation of custom reports based on user-defined parameters.
     - **Dashboards:** Design interactive dashboards that provide real-time insights into project performance.
   - **Reporting Module:**
     - **Standard Reports:** Develop templates for standard reports required by stakeholders, including progress reports, financial reports, and impact assessments (See Project Guidelines).
     - **Automated Reporting:** Implement automated reporting features to reduce manual effort and ensure timely delivery of reports.
     - **Export Options:** Provide options to export reports in various formats (e.g., PDF, Excel) for easy sharing and presentation.
2. **User Experience (UX) Design:**
   - **User-Centric Design:** Focus on creating a user-centric design that prioritizes ease of use and accessibility.
   - **Feedback Mechanisms:** Incorporate feedback mechanisms to gather user input and continuously improve the system.
   - **Training and Support:** Design the system with built-in help features and provide comprehensive training materials to support users.
3. **Scalability and Adaptability:**
   - **Modular Architecture:** Use a modular architecture that allows for easy addition or modification of features as project needs evolve.
   - **Future-Proofing:** Design the system to be adaptable to future technological advancements and changing project requirements.
   - **Performance Optimization:** Ensure the system is optimized for performance, even as the volume of data and number of users grow.

4. **Technical Specifications:**
    - **Technology Stack:** Select an appropriate technology stack that balances performance, cost, and ease of maintenance.
    - **Interoperability:** Ensure the system can interoperate with other software and platforms used by the project.
    - **Compliance:** Design the system to comply with relevant data protection regulations and industry standards.

Outcome:

A well-designed MIS that effectively supports data collection, processing, storage, analysis, and reporting, while being user-friendly, scalable, and adaptable to future needs.

- **MIS Development**: Develop the MIS using appropriate technology platforms, ensuring that the system is secure, reliable, and easy to maintain. Integration with other project systems, if required, should be ensured.

Activities

1. **Technology Selection:**
    - **Platform Choice:** MIS must be developed on a web-based platform that meets the project's requirements for scalability, accessibility, and cost-effectiveness.
    - **Programming Languages and Frameworks:** MIS platform must be based on a Python Web Development Framework (PWDF) with facility to update content by multiple users from anywhere through browser based administrative module using WYSIWIG editing tools allowing non-technical users to create and edit content.
    - **Database Management System:** Opt for Unlimited MySQL Database with php that ensures data integrity and efficient data handling with cost efficiency.
    - **Separation of Design and Content** – content to be stored in the database and designed to be controlled by the use of cascading style sheet (CSS). Separate CSS for use with Internet Browsers and Mobile Browsers.
2. **System Architecture:**
    - **Modular Design:** Develop a modular system architecture that allows for easy updates and additions of new features.
    - **Scalability:** Ensure the architecture supports scalability to handle increasing data volumes and user loads.
    - **Security:** Implement security best practices, including encryption, secure authentication, and access controls to protect sensitive data. Admin and user sections must be protected by username and password and using salted MD5 encryption. At database level password should be stored in encrypted format.
    - **User Management** – Ability to create users and define permissions for approval to be provided to Administrator.
3. **Development Process:**
    - **Agile Methodology:** Adopt an agile development methodology to allow for iterative development, continuous feedback, and flexibility in responding to changes.
    - **Version Control:** Use version control systems (e.g., Git) to manage code changes and collaborate effectively among development team members.
    - **Testing:** Conduct thorough testing at each stage of development, including unit testing, integration testing, and user acceptance testing to ensure the system functions correctly and meets user requirements.

4. **Integration:**
    - **Interoperability**: The developed MIS platform should allow interoperability by providing Software development kits (SDKs) and Application Programming Interfaces (APIs) to project software applications i.e. Mobile App (e-monitoring) and Web GIS. The MIS platform should also be able to accept Software development kits (SDKs) and Application Programming Interfaces (APIs) from the above listed s/w applications in order to synchronize their data/features on the project dashboard to monitor the progress of project activities for the decision makers.
    - **Data Migration:** Plan and execute data migration from existing systems to the new MIS, ensuring data accuracy and completeness.
    - **Third-Party Tools:** Integrate third-party tools and services (e.g., analytics, reporting tools) as needed to enhance system functionality.
5. **Deployment:**
    - **Environment Setup:** Set up development, testing, and production environments to facilitate smooth deployment and maintenance.
    - **Deployment Strategy:** Develop a deployment strategy that includes steps for rolling out the system, minimizing downtime, and ensuring a smooth transition for users.
    - **User Training:** Provide training sessions and materials to ensure users are comfortable with the new system and can utilize its features effectively.
6. **Maintenance and Support:**
    - **Technical Support:** Establish a support system to address user queries, troubleshoot issues, and provide ongoing assistance.
    - **System Updates:** Plan for regular system updates and upgrades to incorporate new features, fix bugs, and improve performance.
    - **Documentation:** Maintain comprehensive documentation for the system, including technical specifications, user manuals, and maintenance guides that allow for easy maintenance and potential extension of the system in the future.

Outcome:

A fully developed MIS that is secure, reliable, and easy to maintain, with seamless integration with other project systems, ensuring effective monitoring, evaluation, and reporting for the CREFLAT Project in Tripura and according to specific guidelines already in place.

- **Implementation**: Deploy the MIS across relevant project sites, ensuring it functions as per the design and fulfils all project requirements.

    1. **Preparation:**
        - **Deployment Plan:** Develop a detailed deployment plan outlining the steps, timeline, and resources required for the implementation.
        - **Site Readiness:** Assess the readiness of each project site, ensuring necessary infrastructure (e.g., internet connectivity, hardware) is in place.
        - **Stakeholder Coordination:** Coordinate with project stakeholders, including the Tripura Forest Department, PMC and KfW representatives, and local community leaders, to ensure alignment and support for the deployment process.

2. **System Installation:**
   - **Software Installation:** Install the MIS software on servers and user devices at each project site. Ensure compatibility with existing hardware and software.
   - **Configuration:** Configure the system settings to match the specific requirements of each site, including user roles, access permissions, and data entry forms.
   - **Data Migration:** Migrate existing data from legacy systems to the new MIS, ensuring data accuracy and integrity.
3. **Testing:**
   - **Pilot Testing:** Conduct pilot testing at selected sites to identify and resolve any issues before full-scale deployment.
   - **User Acceptance Testing (UAT):** Engage end-users in testing the system to ensure it meets their needs and functions as expected. Collect feedback and make necessary adjustments.
4. **Go-Live:**
   - **Launch Plan:** Execute the go-live plan, including a phased roll-out if necessary, to minimize disruption and ensure a smooth transition.
   - **Support During Launch:** Provide on-site and remote support during the initial launch period to address any issues and assist users.
5. **Post-Implementation Support:**
   - **Helpdesk:** Establish a helpdesk to provide ongoing technical support and address user queries.
   - **System Monitoring:** Continuously monitor the system's performance, identifying and resolving any issues promptly.
   - **Feedback Mechanism:** Implement a feedback mechanism to gather user input and make continuous improvements to the system.
6. **Evaluation:**
   - **Performance Evaluation:** Evaluate the system's performance against predefined metrics and project objectives.
   - **User Satisfaction:** Conduct surveys and interviews to assess user satisfaction and identify areas for improvement.
   - **Reporting:** Prepare a comprehensive report summarizing the implementation process, challenges encountered, and lessons learned.

Outcome:

A successfully deployed MIS that functions as per the design, meets all project requirements, and supports effective monitoring, evaluation, and reporting customized to the CREFLAT Project's requirements and established standards in Tripura.

- **Capacity Building**: Conduct training sessions for project staff to ensure they are proficient in operating the **MIS and Dashboard.** Develop training manuals and guides for end-users.

1. **Training Needs Assessment:**
   - **Identify Training Needs:** Assess the specific training needs of different user groups, including data entry operators, field staff, and managers.
   - **Skill Gap Analysis:** Conduct a skill gap analysis to determine the current proficiency levels and identify areas where training is required.
2. **Training Plan Development:**
   - **Training Objectives:** Define clear training objectives aligned with the project goals and MIS functionalities.
   - **Training Schedule:** Develop a detailed training schedule, including timelines, locations, and resources required for each session.

- Training Methods: Choose appropriate training methods, such as classroom sessions, hands-on workshops, and online tutorials, to cater to different learning preferences.

3. **Training Materials:**
   - **User Manuals:** Develop comprehensive user manuals that provide step-by-step instructions on using the MIS, including screenshots and examples.
   - **Quick Reference Guides:** Create quick reference guides for common tasks and troubleshooting tips.
   - **Video Tutorials:** Produce video tutorials demonstrating key functionalities and processes within the MIS.
   - **Interactive Modules:** Design interactive training modules that allow users to practice using the system in a simulated environment.
4. **Training Sessions:**
   - **Initial Training:** Conduct initial training sessions for all project staff, focusing on the basic functionalities of the MIS and its importance for the project. Conduct training sessions to ensure they are proficient in using the dashboard and interpreting the data presented.
   - **User Guides:** Develop comprehensive user guides and video tutorials to support ongoing use and troubleshooting.
   - **Advanced Training:** Provide advanced training for key users who will be responsible for more complex tasks, such as data analysis and report generation.
   - **Refresher Courses:** Schedule periodic refresher courses to reinforce learning and update users on any new features or changes to the system
5. **Hands-On Practice:**
   - **Practice Sessions:** Organize hands-on practice sessions where users can apply what they have learned in a controlled environment.
   - **Real-World Scenarios:** Use real-world scenarios and data to make the practice sessions relevant and practical.
6. **Support and Mentoring:**
   - **On-Site Support:** Provide on-site support during the initial phase of MIS implementation to assist users and address any issues.
   - **Mentoring Program:** Establish a mentoring program where experienced users can support and guide new users.
7. **Feedback and Evaluation:**
   - **Collect Feedback:** Gather feedback from participants after each training session to assess its effectiveness and identify areas for improvement.
   - **:** Implement a feedback mechanism to gather user input on the dashboard's functionality and usability, and make continuous improvements based on this feedback.
   - **Evaluate Proficiency:** Conduct assessments to evaluate the proficiency of users in operating the MIS and achieving the training objectives.
   - **Continuous Improvement:** Use the feedback and evaluation results to continuously improve the training program and materials.

Outcome:

Project staff are proficient in operating the MIS, ensuring effective data collection, processing, analysis, and reporting. Comprehensive training manuals and guides support ongoing learning and troubleshooting, contributing to the successful implementation and sustainability of the MIS for the CREFLAT Project in Tripura.

- **Ongoing Support and Maintenance**: Provide post-implementation technical support and system maintenance for troubleshooting, updates, and upgrades.

1. **Technical Support:**
   - **Helpdesk Services:** Establish a helpdesk to provide immediate assistance to users experiencing issues with the MIS. This includes phone support, email support, and an online ticketing system.
   - **Troubleshooting:** Develop a troubleshooting guide to help users resolve common issues independently. Ensure that complex issues are escalated to technical experts for resolution.
   - **User Feedback:** Implement a feedback mechanism to collect user input on system performance and areas needing improvement. Use this feedback to enhance support services.
2. **System Monitoring:**
   - **Performance Monitoring:** Continuously monitor the system's performance to identify and address any issues related to speed, reliability, and uptime.
   - **Security Monitoring:** Regularly check for security vulnerabilities and implement necessary updates to protect against threats. This includes monitoring for unauthorized access and data breaches.
   - **Usage Analytics:** Track system usage patterns to identify potential bottlenecks and optimize system performance.
3. **Regular Updates and Upgrades:**
   - **Software Updates:** Schedule regular updates to the MIS software to incorporate new features, fix bugs, and improve overall functionality.
   - **System Upgrades:** Plan for periodic system upgrades to ensure the MIS remains compatible with evolving technology standards and project requirements.
   - **Documentation Updates:** Keep all system documentation, including user manuals and technical guides, up-to-date with the latest changes and enhancements.
4. **Maintenance Activities:**
   - **Database Maintenance:** Perform regular database maintenance tasks such as backups, indexing, and optimization to ensure data integrity and efficient data retrieval.
   - **Server Maintenance:** Conduct routine server maintenance to ensure hardware and software components are functioning optimally. This includes checking for hardware failures and applying necessary patches.
   - **Disaster Recovery:** Develop and maintain a disaster recovery plan to ensure data and system recovery in case of unexpected events. Regularly test the plan to ensure its effectiveness.
5. **Evaluation and Improvement:**
   - **Performance Reviews:** Conduct regular performance reviews to assess the effectiveness of the support and maintenance activities. Identify areas for improvement and implement necessary changes.
   - **User Satisfaction Surveys:** Periodically survey users to gauge their satisfaction with the MIS and the support services provided. Use the survey results to make informed improvements.
   - **Continuous Improvement:** Foster a culture of continuous improvement by regularly reviewing and updating support and maintenance processes based on user feedback and technological advancements.

- **Dashboard** Development: Create a comprehensive dashboard that displays all project activities. This dashboard should provide real-time insights into project progress, key performance indicators (KPIs), and other relevant metrics. It should be accessible to all stakeholders and customizable to meet specific reporting needs.

1. **Requirements Gathering:**
   - **Stakeholder Consultation:** Engage with project stakeholders to understand their specific needs and expectations for the dashboard. Identify the key metrics and data points that need to be displayed.
   - **User Roles and Permissions:** Define user roles and permissions to ensure that stakeholders have appropriate access to the dashboard based on their responsibilities.
2. **Design and Layout:**
   - **User-Centric Design:** Develop a user-friendly and intuitive design for the dashboard, ensuring ease of navigation and accessibility.
   - **Visual Elements:** Incorporate visual elements such as charts, graphs, and maps to represent data clearly and effectively. Use color coding and icons to highlight important information.
   - **Responsive Design:** Ensure the dashboard is responsive and can be accessed on various devices, including desktops, tablets, and smartphones.
3. **Data Integration:**
   - **Data Sources:** Identify and integrate data from various sources, including the MIS databases, Mobile App databases, Web GIS databases, and real-time data feeds.
   - **Data Aggregation:** Aggregate data from different modules of the MIS, such as data collection, processing, and analysis, to provide a holistic view of project activities.
   - **Real-Time Updates:** Implement mechanisms to ensure the dashboard displays real-time data, allowing stakeholders to monitor project progress and make informed decisions.
4. **Key Performance Indicators (KPIs):**
   - **Define KPIs:** Work with stakeholders to define relevant KPIs that align with the project's objectives and goals and also indicators manifested in Results Matrix. Examples include the number of beneficiaries reached, progress of livelihood activities, and climate resilience indicators.
   - **KPI Visualization:** Design visual representations of KPIs, such as progress bars, trend lines, and performance gauges, to provide quick insights into project performance.
5. **Customization and Flexibility:**
   - **Customizable Views:** Allow users to customize their dashboard views based on their specific needs and preferences. This includes selecting which metrics to display, setting thresholds for alerts, and choosing different visualization formats.
   - **Filter and Drill-Down:** Enable filtering and drill-down capabilities to allow users to explore data in more detail and gain deeper insights into specific aspects of the project.
   -
6. **Testing and Validation:**
   - **User Acceptance Testing (UAT):** Conduct UAT with key stakeholders to ensure the dashboard meets their requirements and functions as expected.
   - **Performance Testing:** Test the dashboard for performance, including load times and responsiveness, to ensure it can handle the expected volume of data and user interactions.
7. **Deployment and Maintenance:**
   - **Deployment Plan:** Develop a deployment plan that includes steps for rolling out the dashboard to all relevant project sites and stakeholders.

- **Ongoing Maintenance:** Provide ongoing maintenance and support to ensure the dashboard remains up-to-date, secure, and functional. This includes regular updates, bug fixes, and enhancements based on user feedback.

Outcome:
A comprehensive, user-friendly dashboard that provides real-time insights into all project activities, helping stakeholders monitor progress, evaluate performance, and make informed decisions. The dashboard's customizable features ensure it meets the specific reporting needs of different users, contributing to the overall success of the CREFLAT Project in Tripura.

- **Integrating MIS and Dashboards**
  1. **Integrate MIS and Dashboard**: Ensure seamless integration between the MIS and dashboard. The MIS should serve as the data source for the dashboard, providing accurate and comprehensive data for visualization. This integration allows users to switch between detailed reports and high-level overviews effortlessly.
  2. **Implement the Systems**: Develop and implement both the MIS and dashboard, ensuring they are user-friendly and meet the project's requirements. Test the systems thoroughly to ensure they function correctly and efficiently.

4. Deliverables
- Inception Report: Detailed report outlining the approach, methodology, and timeline for the assignment.
- System Requirement Specification (SRS) document: Comprehensive report on the findings from the System Requirement Study.
- Web based MIS platform as per finalized SRS document
- An interactive GUI dashboard which collates the data from MIS databases, Mobile App databases and Web GIS databases
- MIS and Dashboard Design Document: Detailed design document including system architecture, data flow diagrams, user interface designs, and integration plan.
- Training Materials: Training manuals and user materials for project staff.
- Final Report: Comprehensive report detailing the implementation process, challenges faced, and recommendations for future improvements.

5. Duration
The assignment is expected to be completed within **6 months Plus 6-month ongoing support and maintenance** from the date of contract signing.

6. Key Experts Required
- **Project Manager cum MIS Specialist**
  - Qualifications: Master's degree in Information Technology, Computer Science, or a related field.
  - Experience: Minimum of 8 years of experience in designing and implementing MIS for development projects.
  - Job Description:

- Lead the design and development of the MIS, ensure it meets project requirements, and oversee the technical aspects of the system.
- Lead the entire MIS and dashboard project, coordinate with stakeholders, ensure timely delivery of milestones, and manage the project team

  - Time Required: 3 months

- **Dashboard Specialist**
  - Qualifications: Bachelor's degree in Information Technology, Data Science, or a related field.
  - Experience: Minimum of 5 years of experience in designing and implementing dashboards for real-time data visualization.
  - Job Description: Design and develop the dashboard, ensuring it integrates seamlessly with the MIS and provides real-time visualization of key metrics.
  - Time Required: 1 months
- **Database Administrator**
  - Qualifications: Bachelor's degree in Computer Science, Information Systems, or a related field.
  - Experience: Minimum of 5 years of experience in database management and administration.
  - Job Description: Design, implement, and maintain the database systems, ensure data integrity and security, and optimize database performance.
  - Time Required: 2 months
- **Training and Capacity Building Expert**
  - Qualifications: Bachelor's degree in Education, Human Resource Development, or a related field. Experience in Natural Resource Management Projects is an advantage.
  - Experience: Minimum of 5 years of experience in training and capacity building, preferably in IT systems.
  - Job Description: Develop training materials, conduct training sessions for project staff, and provide ongoing support to ensure effective use of the MIS and dashboard.
  - Time Required: 2 months
- **Monitoring and Evaluation (M&E) Specialist**
  - Qualifications: Master's degree in Monitoring and Evaluation, Statistics, or a related field. Experience in Natural Resource Management Projects is an advantage.
  - Experience: Minimum of 7 years of experience in M&E for development projects.
  - Job Description: Support in M&E frameworks, integrate M&E components into the MIS, and ensure the system supports effective monitoring and reporting.
  - Time Required: 3 months

- **Payment Schedule**

Part 1 -

- **Inception Report**
  - **Deliverable**: Detailed report outlining the approach, methodology, and timeline for the assignment.
  - **Timeline**: Within 1 month from the date of contract signing.
  - **Payment**: 20% of the total contract value upon approval of the Inception Report.
- **System Requirement Specification Document (SRS)**
  - **Deliverable**: Comprehensive report on the findings from the System Requirement study
  - **Timeline**: Within 2 months from the date of contract signing.
  - **Payment**: 15% of the total contract value upon approval of the System Requirement Specification document.
- **MIS and Dashboard Design Document**
  - **Deliverable**: Detailed design document including system architecture, data flow diagrams, user interface designs, and integration plan.
  - **Timeline**: Within 3 months from the date of contract signing.
  - **Payment**: 20% of the total contract value upon approval of the Design Document.
- **MIS and Dashboard Software**
  - **Deliverable**: Fully functional MIS and dashboard with all required modules.
  - **Timeline**: Within 5 months from the date of contract signing.
  - **Payment**: 25% of the total contract value upon delivery and successful testing of the MIS and dashboard software.
- **Training Materials and Training Completion**
  - **Deliverable**: Training manuals and materials for project staff, and completion of training sessions.
  - **Timeline**: Within 6 months from the date of contract signing.
  - **Payment**: 10% of the total contract value upon completion of training and approval of training materials.
- **Final Report**
  - **Deliverable**: Comprehensive report detailing the implementation process, challenges faced, and recommendations for future improvements.
  - **Timeline**: Within 6 months from the date of contract signing.
  - **Payment**: 10% of the total contract value upon approval of the Final Report.

Part 2 – Payment for Ongoing Support and Maintenance: For six month in three equal instalments , payable after 2 months completion.

8. Reporting

The consultant/firm will report to the **Project Director of CREFLAT, Tripura Forest Department**, and collaborate with the project team, including PMC. Regular updates, monthly progress reports, and review meetings will be required to ensure timely delivery and alignment with project objectives.

9. Monitoring of Contract

The progress and performance of the consultant/firm will be monitored by the **Project Director, Tripura Forest Department**. Monitoring will involve regular evaluation of deliverables, adherence to timelines, and the quality of the MIS developed. Periodic review meetings will be held, and feedback from key stakeholders will be collected to ensure the MIS meets project and field requirements. Any delays or issues will be addressed promptly to keep the project on track and ensure its successful completion.

SCHEDULE 4: STANDARD CONTRACT DOCUMENT

Terms and Conditions Applicable to the Model Contract for Consulting Services

1. Terms and Conditions

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

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

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

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

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

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

II. Notes for the User

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

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

III. Structure of the Model Contract

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

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

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

CONTRACT

for Consulting Services

dated

[●]

Between

Climate Resilience of Forest Ecosystems, Biodiversity & Adaptive Capacities of Forest Dependent Communities – CREFLAT Project,

TRIPURA FOREST DEPARTMENT
GOVT OF TRIPURA

– hereinafter referred to as the "Employer" –

[●]

– hereinafter referred to as the "Consultant" –

for

....

– hereinafter referred to as the "Project" –

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

Preamble

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

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

GENERAL CONDITIONS

§ 1 General Provision

1.1 APPLICABLE REGULATIONS

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

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

Annex 1 [Declaration of Undertaking]

Annex 2 [Remuneration and Invoicing]

Annex 3 [Terms of Reference]

Annex 4 [Project-specific Provisions]

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

1.2 PARTIES

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

1.3 WRITTEN FORM AND LANGUAGE

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

1.4 APPLICABLE LAW

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

1.5 ASSIGNMENT AND SUB-CONTRACTS

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

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

1.6 TRANSFER OF OWNERSHIP AND RIGHTS OF USE

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

a) all transferable rights arising from the Services performed on the basis of this Contract,

[5] Supplement to project title, if this is not sufficiently informative.

b) ownership of all studies, reports and associated data and documents that are created in connection with this Contract, or studies, reports and associated data and documents made available to the Employer as well as software produced or adapted and,

c) on completion of the Services, legal title to the items of equipment obtained by means of this Contract.

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

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

1.7
CONFIDENTIALITY AND PUBLICATION

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

1.8
CORRUPTION AND FRAUD

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

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

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

a) any official or employee of a public authority or an enterprise under the ownership or control of a government;

b) any person who performs a public function;

c) any official or staff member of a public international organisation;

d) any candidate for a political office; or

e) any political party or official of a political party.

1.9
REIMBURSEMENTS

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

1.10
PARTIAL INVALIDITY

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

§ 2 The Employer

2.1
DUTY OF COOPERATION

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

2.2
TAXES

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

a) payments to the Consultant or its foreign staff;

b) services which are rendered by the Consultant or its staff;

c) equipment, materials, and supplies necessary for the performance of the services,

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

2.3
REMUNERATION

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

§ 3 The Consultant

3.1
SCOPE OF SERVICES

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

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

3.2
REPORTING

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

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

3.3
DEPLOYMENT OF STAFF

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

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

3.3.3 The costs for the withdrawal or replacement of staff during the Contract period shall be borne by the Consultant, unless this occurred on request of the Employer. In this case, the Employer shall bear the costs for the replacement of the staff member, unless the staff member in question does not meet the requirements necessary for fulfilment of the Contract or has interfered in the internal affairs of the project country.

3.4
PROJECT-SPECIFIC

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

§ 4 Commencement, Completion and Amendment of the Services

4.1 COMMENCEMENT AND COMPLETION

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

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

4.2 PENALTIES FOR DELAY

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

4.3 FORCE MAJEURE

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

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

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

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

4.4 TERMINATION

4.4.1 The Employer is entitled to terminate this Contract if the Consultant culpably fails to meet its contractual obligations, the performance of its Services is not in compliance with the Contract, or the Services are not performed in a timely fashion. In this case, the Consultant is solely entitled to demand the agreed remuneration for the Services performed until the date of termination but not yet remunerated. The Employer shall be entitled to demand compensation for the direct damage caused by this default.

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

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

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

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

4.5
CORRUPTION AND FRAUD

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

§ 5 Remuneration

5.1
REMUNERATION OF THE CONSULTANT

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

5.2
TERMS OF PAYMENT

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

a) Advance payment, due within 60 days of entry into force of this Contract.

b) Instalments, if applicable, shall be paid upon presentation of corresponding invoices with a maximum of one payment per quarter. The Employer shall have the right to suspend payment of instalments at any stage in the event of substantial deviations from the time schedule and/or insufficient performance on the part of the Consultant.

c) The final payment shall be made against presentation of a corresponding invoice after the Services have been properly performed in full, they have been accepted (if applicable) and approval of the final report by the Employer and KfW. In the case of inadequate performance, the Employer is entitled, with prior consent of KfW, to a reasonable reduction of the final payment.

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

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

5.3
AUDITING

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

§ 6 Liability

6.1
LIABILITY OF THE CONSULTANT

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

6.2
LIABILITY OF THE EMPLOYER

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

§ 7 Insurance

7.1
INSURANCE

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

§ 8 Disputes and Arbitration Procedure

8.1
ARBITRATION PROCEDURE

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

SPECIAL CONDITIONS

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

Preamble

Project: **Climate Resilience of Forest Ecosystems, Biodiversity & Adaptive Capacities of Forest Dependent Communities – CREFLAT Project,**

Ad 1.1 **Applicable Regulations**

Annex 2 [Remuneration and Invoicing].

Ad 1.2 **Contractual Parties and Contacts**

Employer is

The Chief Executive Officer & Project Director
Address: IGDC CREFLAT Project, Gandhigram , West Tripura - 799012
Email:
Tripura. India
Phone:

Consultant is [●]
The Consultant's contact person [●]
Address of Consultant

Postal address:	[●]
Email:	[●]
Phone:	[●]

Address of KfW:

Postal address	Palmengartenstrasse 5 – 9 60325 Frankfurt / Germany
Email:	info@kfw.de
Phone:	+49 (69) 7431 - 0
Fax:	+49 (69) 7431 - 2944

[5] Supplement to project title, if this is not sufficiently informative.

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

Ad 1.3 **Language**

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

Ad 1.4 **Applicable Law**

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

Ad 3.1 **Service to be performed:**

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

Ad 3.2 **Reporting by Consultant**

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

Ad 3.3 **Key staff**

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

Ad 4.1 **Commencement and Completion**

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

Completion date: Date of completion is **[●]** / Completion time is the period **1 Years**

Annex 4 contains a detailed schedule.

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

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

[●]in [●currency]

("Order Value").

The Order Value is composed as follows:

Fixed fee:	**[●]**in [●currency]
Ancillary expenses lump sum	**[●]** in [● currency]
Ancillary expenses on proof	**[●]** in [● currency]

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

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

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[8] The euro should preferably be used as the currency.

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

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

Option [●]in [● currency]

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

The Consultant's remuneration shall be paid as follows:

[●] Currency advance payment

[●]Currency instalments

[●]Currency as final payment.

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

Bank: [●] Account number: [●]

IBAN: [●] BIC: [●]

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

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

Ad 8.1: **Arbitration Procedure**

The place of arbitration shall be **Agartala Tripura, India**

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

The language of arbitration shall be **English**

(place, date)

____________________	____________________
(for the Employer)	(for the Employer)
____________________	____________________
(for the Consultant)	(for the Consultant)

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

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

Annex 1 - Declaration of Undertaking

To: **("Project Executing Agency"[13])**

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

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

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

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

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

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

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[13] The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services. Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries

8.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;

8.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website http://www.worldbank.org/debarr or respectively on the relevant list of any other multilateral development bank *(in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction)*; or

8.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.

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

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

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

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

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

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

i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

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

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

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

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

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

    12.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation [14](ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.

13. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.

14. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case, for at least six years from the date of fulfilment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in

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

accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: ______________________ In the capacity of: ____________ duly empowered to sign in the name and on behalf of[15]: ________________

Signature:

Dated:

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

Annex 2

1

BMZ No.

Project: Climate Resilience of Forest Ecosystems, Biodiversity & Adaptive Capacities of Forest Dependent Communities – CREFLAT Project,

Schedule of Consulting Services / Period [●]

Invoice No. [●]

as contractually agreed						Invoicing			
Item[1]	Description[2]	Unit[3]	Quantity[4]	Unit Rate[5] INR	Contract Sum[6] INR	Previous Cumulative Expenses[7] INR	This Invoice[8] No. (x) INR	Current Cumulative Expenses[9] INR	Remaining Budget[10] INR
1									
2									
3									
4									
5									
	Total costs at actual - Contract Sum				0,00	0,00	0,00	0,00	0,00
					11	12	13	14	15
	Advance Payment				0,00		0,00	0,00	0,00
	Invoiced Amount						**0,00**		

Abbreviations and explanations:

1 Reference according to cost sheet
2 E.g. field personnel, travel costs
3 E.g. hours, days, month, flights, item
4 Numerical unit
5 Cost per unit
6 Contractually agreed price in total (quantity multiplied by unit rate)
7 Already invoiced/disbursed
8 Accounting / billing period
9 Previous cumulative expenses plus this invoice
10 Contract Sum minus Current Cumulative Expenses
11 Advance Payment Amount (if applicable)
12 Previous recovery
13 Current recovery
14 Total recovery (previous recovery plus current recovery)
15 To be recovered (Advance Payment minus total recovery)

Terms of Reference

(Finalised after Negotiation)

2 Project-specific Provisions

Key staff

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